



REVISED

**REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI**

July 30, 2024

AGENDA

10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **PASTOR SPADA THOMAS - CENTRAL UNITED METHODIST CHURCH, WARD 7**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

2. **NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."**
3. **ORDER ACCEPTING PAYMENT OF \$2,442.70 FROM STATE AUTO INSURANCE COMPANIES ON BEHALF OF THEIR INSURED BARRY LANDSCAPE, INC AS A VEHICLE DAMAGE SETTLEMENT. (D.MARTIN, LUMUMBA)**
4. **APPROVAL OF THE JULY 2, 2024 REGULAR CITY COUNCIL MEETING MINUTES. (S.JORDAN, LINDSAY)**
5. **APPROVAL OF THE JULY 15, 2024 REGULAR ZONING MINUTES. (S.JORDAN, LINDSAY)**

INTRODUCTION OF ORDINANCES

REGULAR AGENDA

6. **CLAIMS (MALEMBEKA, LUMUMBA)**
7. **PAYROLL (MALEMBEKA, LUMUMBA)**

8. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH VANESSA MORALES BARRY SPANISH INTERPRETATION SERVICES TO PROVIDE SAID SERVICES TO SPANISH SPEAKING INDIVIDUALS IN THE CITY OF JACKSON MUNICIPAL COURT. (MALEMBEKA, LUMUMBA)**
9. **ORDER AUTHORIZING PAYMENT TO THE GREATER JACKSON CHAMBER PARTNERSHIP FOR THE MEMBERSHIP DUES FOR THE CITY OF JACKSON, MS. (MALEMBEKA, LUMUMBA)**
10. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO ECIVIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT WITH THE CITY OF JACKSON IN SUPPORT OF THE GRANTS MANAGEMENT SOFTWARE (MALEMBEKA, LUMUMBA)**
11. **ORDER AUTHORIZING THE MAYOR TO EXECUTE “PROJECT TECHNICAL ASSISTANCE AGREEMENT” FOR THE CITY TO RECEIVE TECHNICAL ASSISTANCE TO SUPPORT CITY INITIATIVES TO FURTHER RACIAL EQUALITY THROUGH THE CITY’S ROLE AS AN ISSUER OF MUNICIPAL BONDS. (MALEMBEKA, LUMUMBA)**
12. **ORDER AUTHORIZING THE CITY OF JACKSON TO PAY ARMSTRONG TRANSFER & STORAGE CO. TO RELOCATE JACKSON POLICE DEPARTMENT PRECINCT FOUR FROM 5080 PARKWAY DRIVE, JACKSON MS, 39211. (WADE, LUMUMBA)**
13. **ORDER APPROVING PROFESSIONAL GYMNASIUM FLOOR MAINTENANCE SERVICES AND AUTHORIZING PAYMENT TO SPORTS FLOORS, INC., FOR PROVIDING SAID SERVICES AT KURTS GYMNASIUM AND WESTSIDE GYMNASIUM. (MUHAMMAD, LUMUMBA)**
14. **ORDER RATIFYING PREVIOUSLY PERFORMED PROFESSIONAL WEBSITE SERVICES AND AUTHORIZING PAYMENT TO ALTER ECO DESIGNS & CONSULTING, LLC, (ALTER ECO) FOR SERVICES PERFORMED FOR THE JACKSON ZOO AND APPROVING FUTURE PROFESSIONAL WEBSITE SERVICES AND AUTHORIZING PAYMENTS TO ALTER ECO IN AN AMOUNT NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00). (MUHAMMAD, LUMUMBA)**
15. **ORDER REQUESTING RATIFICATION OF KEELING COMPANY’S PREVIOUSLY PROVIDED GOLF COURSE IRRIGATION REPAIR AND UPGRADE SERVICES PERFORMED AT THE PETE BROWN GOLF COURSE AND APPROVING PAYMENT FOR SAME IN THE AMOUNT OF ONE THOUSAND SIX HUNDRED AND EIGHTY DOLLARS (\$1,680.00). (MUHAMMAD, LUMUMBA)**
16. **ORDER AUTHORIZING RATIFICATION AND PAYMENT TO FISHER FIRE EXTINGUISHER SERVICE, INC., FOR PROVIDING PROFESSIONAL FIRE EXTINGUISHER AND FIRE SUPPRESSION SYSTEM INSPECTION SERVICES AT SMITH-WILLS PARK; APPROVING PAYMENT TO FISHER FIRE EXTINGUISHER SERVICE FOR THE PURCHASE OF TWO (2) FIRE EXTINGUISHERS; AND**

- AUTHORIZING FUTURE PROFESSIONAL FIRE EXTINGUISHER AND FIRE SUPPRESSION SYSTEM INSPECTION SERVICES IN AN AMOUNT NOT TO EXCEED ONE THOUSAND DOLLARS (\$1,000.00). (MUHAMMAD, LUMUMBA)**
17. **ORDER RATIFYING PLUMBING REPAIR SERVICES PERFORMED BY UNITED PLUMBING & HEATING COMPANY, INC., AT THE CITY'S VINE STREET SWIMMING POOL AND APPROVING PAYMENT FOR SAME. (MUHAMMAD, LUMUMBA)**
 18. **ORDER RATIFYING VETERINARY SERVICES PERFORMED BY ALL ABOUT ANIMALS, INC., AT THE JACKSON ZOO AND APPROVING SAID COMPANY'S PROVISION OF FUTURE VETERINARY SERVICES TO BE PERFORMED AT THE JACKSON ZOO FOR THE MONTHS OF AUGUST AND SEPTEMBER 2024. (MUHAMMAD, LUMUMBA)**
 19. **ORDER REQUESTING APPROVAL OF FUTURE PROFESSIONAL PAINTING SERVICES FROM AND PAYMENTS TO YOUNG'S PAINTING SERVICES, LLC, FOR THE PROVISION OF ITS PAINTING SERVICES AT THE CONCESSION STANDS LOCATED AT THE VA LEGION SOFTBALL COMPLEX AND AT VARIOUS OTHER FACILITIES OPERATED BY THE CITY'S PARKS AND RECREATION DEPARTMENT. (MUHAMMAD, LUMUMBA)**
 20. **ORDER RATIFYING AND AUTHORIZING THE MAYOR TO ACCEPT PAST SERVICES PROVIDED BY THE JACKSON CONVENTION COMPLEX TO HOST THE NEIGHBORHOOD SERVICES DIVISION'S PLANNING EXPO EVENT HELD ON APRIL 27, 2024. (KEETON, LUMUMBA)**
 21. **ORDER AUTHORIZING THE OFFICE OF PLANNING AND DEVELOPMENT TO PAY ALL PROFESSIONAL ASSOCIATION DUES AND TRAVEL RELATED EXPENSES FOR VARIOUS ORGANIZATIONS, AND ALL FEES ASSOCIATED WITH REPRESENTING THE CITY OF JACKSON AND ITS EMPLOYEES AS IT IS REASONABLE AND NECESSARY TO THE PERFORMANCE OF THE OFFICE OF PLANNING AND DEVELOPMENT DUTIES. (KEETON, LUMUMBA)**
 22. **ORDER AUTHORIZING THE MAYOR TO ACCEPT ADDITIONAL GRANT FUNDS FROM THE NATIONAL LEAGUE OF CITIES INSTITUTE TO CREATE AN EQUAL BUSINESS OPPORTUNITY PROGRAM. (KEETON, LUMUMBA)**
 23. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH GRACE HOUSE, INC. TO AWARD 2020 HOPWA FUNDS IN THE AMOUNT OF TWO THOUSAND NINE HUNDRED AND THIRTY-FIVE DOLLARS AND FIFTY-SIX CENTS (2,935.56). (KEETON, LUMUMBA)**
 24. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, SHIRLEY A. CLEVELAND, AND MULTI-CON INC. FOR THE USE OF CDBG FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES UNDER THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S LIMITED REPAIR PROGRAM. (WARD 2) (KEETON, LUMUMBA)**

25. **ORDER RATIFYING PURCHASE OF CERTAIN COMMODITIES FROM ACE BOLT & SCREW CO., INC. AND AUTHORIZING PAYMENT TO SAID VENDOR. (WRIGHT, LUMUMBA)**
26. **ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH JACKSON RESOURCE CENTER (JRC) TO SERVE AS CONSULTANT FOR THE CITY OF JACKSON TO CONDUCT EVALUATION ASSESSMENTS FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD) (WRIGHT, LUMUMBA)**
27. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH EJES, INC. FOR THE COUNTRY CLUB DRIVE BRIDGE (4031 COUNTRY CLUB DRIVE) REPLACEMENT PROJECT (WRIGHT, LUMUMBA)**
28. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH EJES, INC. FOR THE COUNTRY CLUB DRIVE BRIDGE AT PETER QUINN DRIVE AND COUNTRY CLUB DRIVE REPLACEMENT PROJECT. (WRIGHT, LUMUMBA)**
29. **ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR EMERGENCY STORM SEWER REPAIRS AT 135 YUCCA DRIVE. (WRIGHT, LUMUMBA)**
30. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY INSTRUMENT WITH ENTERGY MISSISSIPPI, LLC TO PROVIDE A NEW ELECTRICAL FEED TO THE CITY OF JACKSON PLANETARIUM. (WRIGHT, LUMUMBA)**
31. **ORDER RATIFYING AN AMENDMENT TO THE CONTRACT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401. (WRIGHT, LUMUMB)**
32. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROGRAM MANAGEMENT AGREEMENT WITH AL-TURK PLANNING & DEVELOPMENT, LLC TO PROVIDE PROJECT OVERSIGHT, VARIOUS OTHER SERVICES, AND GENERAL ENGINEERING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, ENGINEERING DIVISION. (WRIGHT, LUMUMBA)**
33. **RESOLUTION TO AUTHORIZE THE JACKSON MUNICIPAL AIRPORT AUTHORITY TO ACCEPT THE AIRPORT IMPROVEMENT PROGRAM GRANT OFFER, NO. 3-28-0037-071-2024, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND TO SEEK A RESOLUTION FROM THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AS CO-SPONSOR, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT. (D MARTIN, LUMUMBA)**
34. **RESOLUTION TO AUTHORIZE THE JACKSON MUNICIPAL**

AIRPORT AUTHORITY TO ACCEPT THE AIRPORT IMPROVEMENT PROGRAM GRANT OFFER, NO. 3-28- 0037-069-2024, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND TO SEEK A RESOLUTION FROM THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AS CO-SPONSOR, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT RECONSTRUCTION. (D MARTIN, LUMUMBA)

35. **ORDER AUTHORIZING THE MAYOR TO EXECUTE SETTLEMENT AND GENERAL RELEASE AGREEMENT BETWEEN TRANSDEV SERVICES, INC. AND THE CITY OF JACKSON, MISSISSIPPI TO RESOLVE THE FINAL CLOSEOUT INVOICE. (D.MARTIN, LUMUMBA)**
36. **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE LAWSUIT CAPTIONED “NADER PAHLEVAN AND CRISTINA PAHLEVAN V. CITY OF JACKSON, ET AL.” IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 22-3834. (D MARTIN, LUMUMBA)**
37. **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE CONSOLIDATED LAWSUIT REFERRED TO AS MASON I, MASON II, AND ELEY IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 25CI1:18-cv-00207. (D MARTIN, LUMUMBA)**
38. **ORDER AUTHORIZING MAYOR TO RENEW & EXECUTE A RENTAL AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND PITNEY BOWES FOR A POSTAGE METER MACHINE FOR USE BY THE OFFICE OF THE CITY ATTORNEY. (D MARTIN, LUMUMBA)**
39. **ORDER AUTHORIZING THE PROCUREMENT OF PROPERTY INSURANCE IN THE AMOUNT OF \$25,000,000 UNDERWRITTEN BY MULTIPLE INSURANCE CARRIERS INCLUDING BUT NOT LIMITED TO LLOYD’S, LEXINGTON/AIG, NATIONAL PROPERTY AND MARINE, IRONSHORE, WESTCHESTER, AXIS, ENDURANCE/SOMPO, KINSALE, RIVINGTON, BEAZLEY, EVANSTON/MARKEL, AND ARCH ETHOS. (D.MARTIN, LUMUMBA)**
40. **ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY. (D.MARTIN, LUMUMBA)**
41. **ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (JACKSON CITY COUNCIL)**
42. **ORDER OF THE JACKSON CITY COUNCIL AUTHORIZING PAYMENT TO MARY AND PERCY JACKSON IN THE AMOUNT OF \$10,000.00 FOR DAMAGE TO THEIR AUTOMOBILE. (STOKES)**
43. **RESOLUTION OF THE CITY COUNCIL OF JACKSON MISSISSIPPI VOTE OF NO CONFIDENCE IN THE CITY ATTORNEY DREW MARTIN. (STOKES)**
44. **ORDER AUTHORIZING THE CONTRIBUTION OF FUNDS TO**

VARIOUS ORGANIZATIONS TO REDUCE THE LIKELIHOOD OF VIOLENCE RELATED JURY AND DEATH AND SUPPORT TRAUMA RECOVERY AND HEALING ACROSS JACKSON AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE ENTITIES RECEIVING FUNDS. (LUMUMBA)

DISCUSSION

- 45. **DISCUSSION: TRAFFIC LIGHT PROJECT(STOKES)**
- 46. **DISCUSSION: CRIME (STOKES)**
- 47. **DICUSSION: WHITE OAK CREEK REPAIRS (FOOTE)**
- 48. **DISCUSSION: STATUS OF THE RUBBISH LANDFILL (HARTLEY)**
- 49. **DISCUSSION: THALIA MARA HALL (LINDSAY)**
- 50. **DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY (JACKSON CITY COUNCIL)**
- 51. **DISCUSSION: LITIGATION LEGAL MATTERS (D.MARTIN)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

- 52. **MONTHLY FINANCIAL REPORTS AS REQUIRED ACCORDING TO SECTION 21-35-13 OF THE MISSISSIPPI CODE ANNOTATED OF 1972.**

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

3

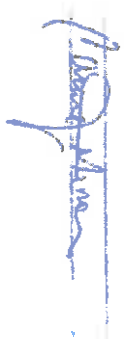
ORDER ACCEPTING PAYMENT OF \$2,442.70 FROM STATE AUTO INSURANCE COMPANIES ON BEHALF OF THEIR INSURED BARRY LANDSCAPE, INC AS A VEHICLE DAMAGE SETTLEMENT.

IT IS HEREBY ORDERED by the City Council for the City of Jackson, Mississippi, that the City Attorney or designee, be authorized to execute all necessary documents and accept payment in the amount of \$2,442.70 as a vehicle property damage by Risk Management for damages sustained to City of Jackson vehicle PT-833 on February 20, 2024.

APPROVED FOR AGENDA:

Item # 3
Agenda Date: July 30, 2024
By: Lumumba, Martin

05/14/2024
{TBP}



OFFICE OF THE CITY ATTORNEY

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

05/14/2024
DATE

POINTS		COMMENTS							
1.	1. Brief Description/Purpose	ORDER ACCEPTING PAYMENT OF \$2,442.70 FROM STATE AUTO INSURANCE COMPANIES ON BEHALF OF THEIR INSURED BARRY LANDSCAPE, INC AS A VEHICLE DAMAGE SETTLEMENT							
2.	Public Policy Initiative 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A							
3.	Who will be affected	City of Jackson							
4.	Benefits	N/A							
5.	Schedule (beginning date)	N/A							
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A							
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Office of the City Attorney							
8.	COST	\$2,442.70							
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>								
10.	EBO participation	ABE	_____ %	WAIVER	yes	no	_____	N/A	<u> X </u>
		AABE	_____ %	WAIVER	yes	no	_____	N/A	<u> X </u>
		WBE	_____ %	WAIVER	yes	no	_____	N/A	<u> X </u>
		HBE	_____ %	WAIVER	yes	no	_____	N/A	<u> X </u>
		NABE	_____ %	WAIVER	yes	no	_____	N/A	<u> X </u>

MEMO

**TO: Chokwe Antar Lumumba, Mayor
City of Jackson**

DATE: May 14, 2024

**RE: Settlement of Vehicle Claim from State Auto Insurance Companies
{Barry Landscape, Inc. 15263-DT}**

On 2/20/2024, DC George Horn w/JFD called Pearl PD to 210 Bass Pro Dr (Huey Magoos) to report a wreck in parking lot, where the second vehicle (Barry's Landscaping, operator's name not on report) struck the tailgate of the unoccupied black 2017 Ford F-250 Super Duty pickup truck (TK-883). There were no injuries reported at the time of the accident. State Auto Insurance Companies issued payment in the amount of \$2,442.70 for damage to the City vehicle.

It is hereby recommended, pending City Council approval, that the City of Jackson accepts the aforementioned payment as a property damage settlement. The settlement amount represents the amount negotiated by the Risk Management Division to settle the property damage claim. Nevertheless, the acceptance of this payment will not preclude the City from recovering workers' compensation benefits in the event same are paid in the future. If additional information is required, please let me know.

**Carrie Johnson, Senior Deputy City Attorney
Office of the City Attorney**

CJ/tbp

Attachments

MEMO

RECEIVED
JUN 04 2024
RISK MANAGEMENT

**TO: Carrie Johnson, Senior Deputy City Attorney
Office of the City Attorney**

DATE: May 14, 2024

**RE: Settlement of Vehicle Claim from State Auto Insurance Companies
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MacDarrell Poullard, Risk Manager

MDP/tbp

Attachments

Office of the City Attorney
455 East Capitol Street

Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

Carrie Johnson
OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This Order Accepting Payment of \$2,442.70 FROM STATE AUTO INSURANCE COMPANIES ON BEHALF OF THEIR INSURED BARRY LANDSCAPE, INC AS VEHICLE DAMAGE SETTLEMENT (PT 833) is legally sufficient for placement in NOVUS Agenda

Drew N. Martin
Drew Martin, City Attorney

5/28/24
Date

Carrie Johnson Deputy City Attorney Carrie Johnson

Sondra Moncure Special Assistant City Attorney Sondra O. Moncure



PO Box 182503
Columbus OH 43218

Check Number : 1001514698
Check Date : 05-03-2024
Check Amount : \$2,442.70

117-0.382-59846S21.ps 155665484 1-1

CITY OF JACKSON
ATTN: RISK MANAGEMENT DIVISION
PO BOX 17
JACKSON MS 39205

RECEIVED
MAY 09 2024
RISK MANAGEMENT

Payee
City of Jackson
Attn: Risk Management Division
PO BOX 17
Jackson MS 39205

Check Memo - This check is for your subrogation claim -- your file # 15263
File Number - AU-0000000-822592
Insured Name - BARRY LANDSCAPE, INC
Claimant Name - City of Jackson
Loss Date - 02-20-2024

Description of Payment
Indemnity Property Damage - Vehicle

Questions about your payment? Please call 1-877-SACLAIM

THE ORIGINAL DOCUMENT HAS A WATER RESISTANT INK WATERMARK ON THE BACK. FOR MORE INFORMATION VISIT WWW.STATEAUTO.COM/NO771111

STATE AUTO
Insurance Companies
PO Box 182503
Columbus OH 43218

PO Box 182503
Columbus OH
43218

1001514698
Check Number : 1001514698
Check Date : 05-03-2024
Loss Date : 02-20-2024
Check Amount : \$2,442.70

Two Thousand Four Hundred Forty Two and 70/100

Pay to the Order of:
City of Jackson

This check is for your subrogation claim -- your file # 15263

Barry Mutual Insurance Group

State Auto Anti-Fraud Protection

FORM NO 97133

⑈ 1001514698 ⑆ ⑆ 041203895 ⑆ 4130176483 ⑆

THE CITY OF
JACKSON
MISSISSIPPI
OFFICE OF THE CITY ATTORNEY
Risk Management Division



April 17, 2024

State Auto Insurance Companies
ATTN: Andrew Rasmussen, Claims Specialist
P O Box 182822
Columbus, OH 43218-2822

Re: Damages to the City of Jackson Property
Date of Accident: 2/20/2024
Description of Property: Vehicle damage
Location: 210 Bass Pro Dr, Pearl, MS 39208
Your Insured: Barry Landscape Our claim#: 15263
Your Claim#: AU822592
Amount of Lien: \$2,192.70 - vehicle repairs
 \$ 250.00 - Loss of use
 \$2,442.70 - Total

Dear Mr. Rasmussen:

The City of Jackson has completed the investigation of the above captioned claim. Based on our findings, your insured is responsible for the accident. The City of Jackson is seeking full reimbursement for the cost of repairs.

Attached, you will find a copy of the estimate for the cost of repairs, please make the check payable to the City of Jackson, and send it to the following address:

City of Jackson
ATTN: Risk Management Division
PO Box 17
Jackson, MS 39205-0017

Thank you for your cooperation in this matter. If you have any questions, please do not hesitate to call me at (601) 960-1738.

Sincerely,

A handwritten signature in black ink that reads "Dornice W. Thurman".

Dornice W. Thurman, Claims Investigator
Risk Management Division

DWT

Enclosures

BULLOCK BODY SHOP
3967 TERRY ROAD
JACKSON, MS 39212
PHONE:(601) 372-9738 FAX:(601) 371-1875
EMAIL: BULLOCKBODYSHOP@BELLSOUTH.NET

RECEIVED
MAR 26 2024

RISK MANAGEMENT

*** PRELIMINARY ESTIMATE ***

03/25/2024 11:32 AM

Owner

Owner: City of Jackson
Contact: Accounts payable City Garage
Address:
Brittany Marshall
City State Zip: Jackson, MS
Email: marshallb@jacksonms.gov

Work/Day: (601)960-1590
Work/Day: (601)960-1038xBrittany
Work/Day: (601)960-1787

Control Information

Loss Date/Time: 11:28 AM

Loss Type:

Inspection

Inspection Date: 03/25/2024 11:33 AM
Primary Impact: Rear

Inspection Type:
Secondary Impact:

Assigned Date/Time: 11:28 AM
First Contact Date/Time: 11:28 AM
Second Contact Date/Time: 11:28 AM

Received Date/Time: 11:28 AM
Appointment Date/Time: 11:28 AM

Company: Bullock Body Shop
Contact: Charles Bullock
Address: 3967 Terry Rd.
City State Zip: Jackson, MS 39212
Email: bullockbodyshop@bellsouth.net

Appraiser License #2 :

Work/Day: (601)372-9736
Home/Evening: (601)624-0375
FAX: (601)371-1875

Repairer

Repairer: Bullock's Body Shop
Address: 3967 Terry Road
City State Zip: Jackson, MS 39212
Email: bullockbodyshop@bellsouth.net

Contact: Charles Bullock R.
Work/Day: (601)372-9736
Home/Evening: (601)624-0375
FAX: (601)371-1875

Repair Start Date/Time: 11:28 AM
Repair Complete Date/Time: 11:28 AM
Target Complete Date/Time: 11:28 AM

Vehicle Drop Off Date/Time: 11:28 AM
Vehicle Pick Up Date/Time: 11:28 AM
Days To Repair: 3

Remarks

*****UNIT # 883*****

Vehicle

OEM Part Price Quote ID: ****

2017 Ford F-250 Super Duty XL 4 DR Crew Cab Short Bed
 8cyl Turbo Diesel 6.7
 6-Speed Automatic

Lie Expire:
 Veh Insp# :
 Condition:
 Ext. Color: Absolute Black
 Ext. Refinish: Two-Stage
 Ext. Paint Code: PNZAU

VIN: 1FT7W2BTXHEE28186
 Mileage Type: Actual
 Code: P8394A
 Int. Color: Medium Earth Gray Interior
 Int. Refinish: Two-Stage
 Int. Trim Code: 0007M

Options - AudaVIN Information Received

2nd Row Head Airbags
 Air Conditioning
 Auxillary Audio Input
 Camper/Towing Package
Cruise Control
 Dual Airbags
 Full Size Spare Tire
Heated Windshield
Keyless Entry System
Perimeter Alarm System
Power Windows
 Side Airbags
 Stability Cntrl Suspensn
 Tachometer
 Tinted Glass
 Traction Control System
 Trip Computer
 Wheel Locks

4-Wheel Drive
 Anti-Lock Brakes
 Black Exterior Trim
Chrome Bumper(s)
 Daytime Running Lights
 Elect. Stability Control
 Halogen Headlights
 Heavy Duty Shocks
 Lighted Entry System
 Power Brakes
 Rear Step Bumper
 Split Folding Rear Seat
 Steel Wheels
 Theft Deterant System
 Tire Pressure Monitor
Trailer Brake
 USB Audio Input(s)

AM/FM CD Player
 Auto Headlamp Control
 Black Grille
Clearance Lights
 Driver Information Sys
Ext Mirror Turn Signals
 Head Airbags
 Intermittent Wipers
 Overhead Console
Power Door Locks
Rear View Camera
 Split Front Bench Seat
Strg Wheel Radio Control
 Tilt & Telescopic Steer
 Tow Hooks
 Trailer Hitch
 Vinyl Seats

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Dashboard And Components										
1	N	713		Scan,Pre-Repair	Additional Labor				0.5*	ME
2	N	717		Scan,Post-Repair	Additional Labor				0.5*	ME
Tailgate										
3	E	479		Shell,Tailgate	HC3Z9940700A	\$1,025.15			2.5	SM
4	L	479	13	Shell,Tailgate	Refinish				5.1	RF
					2.7 Surface					
					1.1 Edge					
					0.6 Two-stage setup					
					0.7 Two-stage					
5	E	490	01	Camera,Tailgate	JC3Z19G49DF	\$89.75			0.2	SM
6	E	2305		Spoiler,Tailgate	VHC3Z9944210A	\$299.00			0.2	SM
6				Items						
			MC	Message						
			01	CALL DEALER FOR EXACT PART # / PRICE						
			13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE						

Estimate Total & Entries

OEM Parts **\$1,413.90**

Paint & Materials 5.1 Hours @ \$48.00 \$244.80
 Parts & Material Total \$1,658.70

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	2.9		2.9	\$168.20
Mech/Elec (ME)	\$70.00		1.0	1.0	\$70.00
Frame (FR)	\$76.00				
Refinish (RF)	\$58.00	5.1		5.1	\$295.80
Labor Total				9.0 Hours	\$534.00
Gross Total					\$2,192.70
Net Total					\$2,192.70


Alternate Parts Y/02/00/00/02/02 Cumulative 02/00/00/02/02 Zip Code: 39212 Default
 OEM Part Prices DT 03/25/2024 11:32 AM EstimateID 1201565594327982080 QuoteID ****
 SPPL Yes Zip Code: 39212 Local Suppliers
 Rate Name Default

Audatex Estimating 8.2.322 ES 03/25/2024 11:40 AM REL 8.2.322 DT 01/01/2024
 State Disclosure: Not Selected
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1.3 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

Op Codes

- * = User-Entered Value
- NG = Replace NAGS
- UE = Replace OE Surplus
- EU = Replace Recycled
- UM = Replace Reman/Rebuilt
- UC = Replace Reconditioned
- N = Additional Labor
- IT = Partial Repair
- P = Check
- ^ = Labor Matches System Assigned Rates
- EC = Replace Economy
- ET = Partial Replace Labor
- TE = Partial Replace Price
- L = Refinish
- TT = Two-Tone
- BR = Blend Refinish
- CG = Chipguard
- AA = Appearance Allowance
- E = Replace OEM
- OE = Replace PXN OE Srpls
- EP = Replace PXN
- PM = Replace PXN Reman/Rebit
- PC = Replace PXN Reconditioned
- SB = Sublet Repair
- I = Repair
- RI = R & I Assembly
- RP = Related Prior Damage



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Barry 
Landscape INC
601.932.6606
4210 Lakeland Drive • Jackson, MS





4

5

BE IT REMEMBERED that a Regular Zoning Meeting of the City Council of Jackson, Mississippi was convened in the Council Chambers in City Hall at 2:30 p.m. on July 15, 2024, being the third Monday of said month when and where the following things were had and done to wit:

Present: Council Members: Virgi Lindsay, Council President, Ward 7; Brian Grizzell, Council Vice President, Ward 4; Ashby Foote, Ward 1; Angelique Lee, Ward 2; Vernon Hartley, Ward 5 and Aaron Banks, Ward 6. Directors: Shanekia Mosley-Jordan, Clerk of Council; Sabrina Shelby, Chief Deputy Clerk of Council; Ester Ainsworth, Zoning Administrator and Sondra Moncure, Special Assistant to the City Attorney.

Absent: Kenneth I. Stokes, Ward 3.

The meeting was called to order by **President Virgi Lindsay**.

President Lindsay recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4256, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

President Lindsay requested that the Clerk read the Order:

ORDER GRANTING ROY DIXON, JR A SPECIAL EXCEPTION TO ALLOW FOR A RESIDENTIAL COMMUNITY FACILITY WITHIN A R-4 (LIMITED MULTI-FAMILY) RESIDENTIAL DISTRICT FOR THE PROPERTY LOCATED AT 1254 MACON ST. (PARCEL 159-173) AND A USE PERMIT TO ALLOW FOR THE CONTINUED USE OF THE ACCESSORY PARKING LOT ON PARCEL 159-177-1, CASE NO. 4256

WHEREAS, Roy L. Dixon Jr. has filed a petition for a Rezoning from R-4 (Limited Multi-family) Residential District to C-1A (Restricted) Commercial District with a Use Permit to allow for the continued operation of a neighborhood restaurant at 1254 Macon Street (Parcel 159-73) and a Use Permit to allow for the continued use of the accessory automobile parking lot on Parcel 159-177-1 within a R-4 (Limited Multi-family) Residential District in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing has recommended the denial of the petitioned rezoning of 1254 Macon Street (Parcel 159-173) from R-4 (Limed Multi-family) Residential District to C-1A (Restricted) Commercial District due to the requested rezoning not meeting the criteria for rezoning (clear and convincing evidence of there being a substantial change in the land use character of the surrounding area that justifies the rezoning of the property and a public need for additional property in that area zoned in accordance with the request in said application since any previous City Council action); and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing has recommended the approval of a Special Exception to allow for a residential community facility within a R-4 (Limited -Family) Residential District for the property located at 1254 Macon Street (Parcel 159-73) and a Use Permit to allow for the continued use of the accessory automobile parking lot on Parcel 159-177-1 within a R-4 (Limited Multi-family) Residential District; and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Jackson City Council would be held at the City Hall at 2:30 p.m., July 15, 2024 to consider said petition based upon the record of the case as developed before the Jackson City Planning Board; and

Consent Agenda Item No. 5
7.30.2024
(S.Jordan, Lindsay)

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on June 6, 2024 and June 20, 2024 that a hearing had been held by the Jackson City Planning Board on June 26, 2024, as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of a Special Exception and a Use Permit for the above described properties within an existing R-4 (Limited Multi-family) Residential Zoning District of the City of Jackson; and

WHEREAS, it appears to the Jackson City Council that the documents are in order, and that the recommendation of the Planning Board to approve a Special Exception for 1254 Macon Street (Parcel 159-73)) and after having considered the matter, is of the opinion that a residential community facility within a R-4 (Limited Multi-family) Residential District does support the promotion of the public health, safety, morals, the general welfare of the community and the granting of such will not adversely affect adjacent property owners; and

WHEREAS, it appears to the Jackson City Council that the documents are in order, and that the recommendation of the Planning Board to approve a Use Permit for an automobile accessory parking lot on the property at 0 Macon St. (Parcel 159-177-1) and after having considered the matter, is of the opinion that a Use Permit be granted based upon the proposed use not being detrimental to the continued use, value, or development of properties in the vicinity and not adversely affecting vehicular or pedestrian traffic in the vicinity.

NOW, THEREFORE, BE IT ORDERED BY THE COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI:

That the property located in the First Judicial District of Hinds County, Jackson, Mississippi, and being more particularly described as follows:

Parcel 159-177-1

PT LOTS 16 & 18 E OF C/L LYNCH CREEK ALL IN BLK 17 COLLEGE SUB SY & A STRIP OF & ADJ * JD1*

Parcel 159-173

Lot Fifteen (15), Block Sixteen (16), College Suburb Survey, less the North Twenty (20) feet thereof, a subdivision in the City of Jackson, First Judicial District of Hinds County, State of Mississippi, according to the map or plat thereof, on file and of record in the office of the Chancery Clerk of Hinds County, at Jackson, Mississippi, recorded in Plat Book 1 at Page 66 thereof, reference to which is hereby made

be and is hereby granted a Special Exception to allow for a residential community facility within a R-4 (Limited Multi-family) Residential District for the property located at 1254 Macon St. (Parcel 159-173) and a Use Permit to allow for an accessory automobile parking lot on Parcel 159-177-1 within a R-4 (Limited Multi-family) Residential District. However, that before for any structure is erected or use thereof on the said properties and the granting of a Use Permit, the applicant must meet the requirements established through the Site Plan Review process.

Council Member Lee moved adoption; **Council Member Hartley** seconded.

There was no was no representation from the Applicant.

There was no opposition from the public.

Thereafter, **President Lindsay** called for a vote on said item:

Yeas – Banks, Foote, Grizzell Hartley, Lee and Lindsay.

Nays – None.

Absent – Stokes.

Note: Council Member Hartley joined the meeting during the discussion.

ORDER GRANTING EXTENSION OF SPECIAL EXCEPTIONS AND USE PERMITS FOR ONE YEAR.

Coming for consideration are requests for the approval of the following for certification of renewal for one year and after the anniversary date of approval for Use Permit or Special Exceptions as follows:

<u>CASE NO.</u>	<u>NAME</u>	<u>LOCATION</u>	<u>USE</u>	<u>GRANTED</u>
SE- 4085 Ward 2	Laura Robbins	5663 Beechwood Dr.	Residential Day Care Center	07/20/20
C-UP 4088 Ward 2	Rhemalyn Lewis	4872 North State St.	Commercial Child Care Center	07/20/20
C-UP 4130 Ward 5	WMIW, LLC (Sam Astrahan)	3883/3885 Metro Dr.	Community Recreational Center	07/19/21
SE-4133 Ward 3	Jackson Memorial Funeral Services, LLC	800, 816 &818 Woodrow Wilson Drive.	Residential Community Center	07/19/21
C-UP 4208 Ward 7	Dr. Selika Sweet	Parcel 140-3 Pascagoula St.	Community Recreational Center	07/17/23
C-UP-4209 Ward 5	New Horizon Ministries	590 Raymond Rd,	Community Recreational Center	07/17/23
C-UP-4212 Ward 1	UA Jackson LLC	6370 Ridgewood Ct.	Community Recreational Center	07/17/23

IT IS HEREBY ORDERED by the Council of the City of Jackson that the said Use Permits and/or Special Exceptions be and the same are hereby extended for another year from and after the anniversary date granting said permits.

Council Member Lee moved adoption; **Council Member Hartley** seconded.

President Lindsay recognized **Council Member Lee** who moved, and **Council Member Hartley** seconded, to amend said order to add C-UP 4087-Jamika Dixon and SE-3313- Eva Shell to the Special Exception and Use Permit Renewals for July 2024. The motion prevailed by the following votes:

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.
Nays – None.
Absent – Stokes.

**REGULAR ZONING MEETING OF THE CITY COUNCIL
MONDAY, JULY 15, 2024 2:30 P.M.**

Thereafter, **President Lindsay** called for a vote on said order, as amended:

ORDER GRANTING EXTENSION OF SPECIAL EXCEPTIONS AND USE PERMITS FOR ONE YEAR.

Coming for consideration are requests for the approval of the following for certification of renewal for one year and after the anniversary date of approval for Use Permit or Special Exceptions as follows:

<u>CASE NO.</u>	<u>NAME</u>	<u>LOCATION</u>	<u>USE</u>	<u>GRANTED</u>
SE- 4085 Ward 2	Laura Robbins	5663 Beechwood Dr.	Residential Day Care Center	07/20/20
C-UP 4088 Ward 2	Rhemalyn Lewis	4872 North State St.	Commercial Child Care Center	07/20/20
C-UP 4130 Ward 5	WMIW, LLC (Sam Astrahan)	3883/3885 Metro Dr.	Community Recreational Center	07/19/21
SE-4133 Ward 3	Jackson Memorial Funeral Services, LLC	800, 816 &818 Woodrow Wilson Drive.	Residential Community Center	07/19/21
C-UP 4208 Ward 7	Dr. Selika Sweet	Parcel 140-3 Pascagoula St.	Community Recreational Center	07/17/23
C-UP-4209 Ward 5	New Horizon Ministries	590 Raymond Rd,	Community Recreational Center	07/17/23
C-UP-4212 Ward 1	UA Jackson LLC	6370 Ridgewood Ct.	Community Recreational Center	07/17/23
SE-3313 Ward 3	Eva Shell	303 Wilshire Dr.	Residential Child Care Center	07/14/00
C-UP-4087 Ward 2	Jamika Dixon	241 Briarwood Dr.	Commercial Childcare Center	07/20/20

IT IS HEREBY ORDERED by the Council of the City of Jackson that the said Use Permits and/or Special Exceptions be and the same are hereby extended for another year from and after the anniversary date granting said permits.

Council Member Lee moved adoption; **Council Member Hartley** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.

Nays – None.

Absent – Stokes.

* * * * *

**REGULAR ZONING MEETING OF THE CITY COUNCIL
MONDAY, JULY 15, 2024 2:30 P.M.**

626

There being no further business to come before the City Council, it was unanimously voted to adjourn until the next Regular Council Meeting to be held at 10:00 a.m. on Tuesday, July 16, 2024. At 2:59 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

* * * * *

6

7

8

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH VANESSA MORALES BARRY SPANISH INTERPRETATION SERVICES TO PROVIDE SAID SERVICES TO SPANISH SPEAKING INDIVIDUALS IN THE CITY OF JACKSON MUNICIPAL COURT.

WHEREAS, the City of Jackson Municipal Court occasionally has Spanish speaking defendants that are jailed for various alleged offenses who require the services of a Spanish Interpreter during court proceedings; and

WHEREAS, it is considered both necessary and expedient that, within the course of adjudication, such defendants be afforded all rights and privileges of a speedy trial without infringement; and

WHEREAS, Vanessa Morales Barry Spanish Interpretation Services (VMBSIS) provided a professional services agreement to the Municipal Court detailing her services and her fees; and

WHEREAS, the term of said professional services agreement shall be for a period of four (4) years from the date of execution, unless terminated by either party giving the other party thirty (30) day prior written notice, and

WHEREAS, VMBSIS will be compensated at a rate of Seventy-Five dollars (\$75.00) per hour, plus mileage, for services rendered during the term of the Agreement; and

WHEREAS, VMBSIS agrees to indemnify and hold harmless the City, its officers, agents, and employees from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of VMBSIS in performance of the services outlined in its professional services agreement; and

WHEREAS, it is in the best interests of the City that the Mayor be authorized to execute the above-described professional Spanish interpretation services agreement so that Spanish speaking criminal defendants can adequately communicate with the judge, with their attorney, etc., and so that said Spanish speaking criminal defendants' constitutional rights are protected.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a Spanish Interpreter Services Agreement with VMBSIS for the provisions of said services to Spanish speaking individuals in the City of Jackson Municipal Court for a period of four (4) years from the date of execution at a rate of Seventy-Five dollars (\$75.00) per hour, plus mileage; and

IT IS FURTHER ORDERED that the Mayor is authorized to execute any document(s) and/or agreement(s) that may be needed to effectuate this order.

Agenda Item # 8
July 30, 2024
(Malembeka, Lumumba)

OFFICE OF THE CITY ATTORNEY
6-21-24

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE:

POINTS		COMMENTS			
1.	Brief Description/Purpose	ENTER INTO AGREEMENT WITH THE TERMS PER VANESSA MORALES BARRY TO PROVIDE SPANISH INTERPRETATIONAL SERVICES.			
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	CRIME PREVENTION			
3.	Who will be affected	ALL SPANISH SPEAKING INDIVIDUALS (W/O KNOWLEDGE OF ENGLISH) THAT APPEAR IN MUNICIPAL COURT.			
4.	Benefits	DUE PROCESS OF LAW WILL NOT BE IMPEDED, BECAUSE OF THE INABILITY OF THOSE WHO CANNOT SPEAK ENGLISH, WILL BE PROVIDED A SPANISH INTERPRETER.			
5.	Schedule (beginning date)	Immediately upon City Council Approval.			
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	N/A			
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	City Department of Administration			
8.	COST	\$ 75.00 Hour plus mileage			
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	001-415.10-6419			
10.	EBO participation	ABE _____% AABE _____% WBE _____% HBE _____% NABE _____%	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___	N/A ___ N/A ___ N/A ___ N/A ___ N/A ___	___ ___ ___ ___ ___

VANESSA MORALES BARRY

SPANISH INTERPRETER SERVICES AGREEMENT

This agreement is made and entered into on this 22 day of July, 2024, by and between the City of Jackson, hereinafter referred to as "The City" and Vanessa Morales Barry, Spanish Interpreter Services, hereinafter referred to as Vanessa Morales Barry, Spanish Interpreter Services. (VMBSIS)

WITNESSETH:

WHEREAS, the City's Municipal Court occasionally has defendants who are Spanish Speakers only, and that have been jailed for various alleged offenses, and who require the services of a Spanish interpreter during court proceedings; and

WHEREAS, it is considered both necessary and expedient that, within the course of adjudication, such defendants be afforded all rights and privileges of a speedy trial without infringement; and

WHEREAS, Vanessa Morales Barry, Spanish Interpreter Services, has agreed to provide said services for the City's Municipal Court.

NOW THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and VMBSIS agree as follows:

1. **VMBSIS Responsibilities:** VMBSIS shall provide Spanish interpretation services for Spanish speaking defendants that are jailed for various alleged offenses. VMBSIS shall be on call and coordinate, on an as needed basis, Spanish interpretation services for the City's Municipal Court. VMBSIS shall perform the said services for a period of (4) years from the date of the execution of this Agreement, unless or until this agreement is terminated by either party by providing a thirty (30) day prior written notice vi certified mail.
2. **City's Responsibilities:** The City shall pay VMBSIS at the rate of seventy-five dollars (\$75.00) per hour, plus mileage, for the term of this Agreement. As services are provided, VMBSIS must submit itemized, detailed invoices to the City, stating with specificity all task completed and the amount of time expended on said task. Upon receipt and review of the invoice, and based upon the task completed therein, the City shall compensate VMBSIS accordingly and as set forth herein. VMBSIS will only be paid upon the submission of invoices to the City, and the confirmation by the City of the tasks completed therein.

1. Modifications. This agreement may be amended only by written instrument between the parties hereto. The agreement may not be assigned by VMBSIS.
2. Termination. This agreement may be Terminated by either party upon the giving of thirty (30) days prior written notice to the other party by certified mail. In such event, VMBSIS shall be paid all compensation due and owing it based upon the invoices submitted to the City on or before the termination date.
3. Independent Contractor: VMBSIS is an independent contractor and not an agent or employee of the City.
4. Indemnity. VMBSIS shall indemnify and hold harmless the City, its officers, agents, and employees from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of VMBSIS in performance of the services to provide as described herein.
5. Governing Law. The terms of this Agreement shall be governed by the laws of the State of Mississippi.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be entered into on the _____ day of _____, 2024.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe A. Lumumba, Mayor

ATTEST:

City Clerk
(Seal)

VANESSA MORALES BARRY SPANISH INTERPRETATER SERVICES

BY: _____
Vanessa Morales Barry, Director

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH VANESSA MORALES BARRY SPANISH INTERPRETATION SERVICES TO PROVIDE SAID SERVICES TO SPANISH SPEAKING INDIVIDUALS ON THE CITY OF JACKSON MUNICIPAL COURT is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
~~Sondra Moneure, Special Assistant~~
Justin Powell, Deputy City Attorney JP 6/24/24

6/25/24

Date

OFFICE OF THE CITY ATTORNEY
6/25/24

9

ORDER AUTHORIZING PAYMENT TO THE GREATER JACKSON CHAMBER PARTNERSHIP FOR THE MEMBERSHIP DUES FOR THE CITY OF JACKSON, MS.

WHEREAS, originally chartered on August 23, 1880, as the Jackson Board of Trade and Cotton Exchange, the Greater Jackson Chamber Partnership is a non-profit organization created by business and professional men in the city of Jackson to promote interests beneficial to individual businesses and the city as a whole; and

WHEREAS, the Greater Jackson Chamber Partnership is the leading economic and community development organization in Mississippi's Capital Community; and

WHEREAS, their mission statement is to foster economic growth and improve the Greater Jackson Area's quality of life by facilitating and providing leadership to businesses, organizations, governmental entities, or other interested citizens; and

WHEREAS, the partnership boasts 1,400 members representing more than 200,000 employees in the Metro Jackson Area. Members range from the sole proprietors to the largest corporations; and

WHEREAS, the Board of Directors and the staff are dedicated to enhancing the financial climate of the metropolitan business community by promoting all members with opportunities to expand their businesses; and

WHEREAS, a municipality may pay professional association dues for individuals if the public entity determines that the professional association dues or licensing fees are reasonable and necessary to the performance of the employee's duties and the membership must accrue to the benefit of the municipality, and any benefit to the individual must be merely incidental; and

WHEREAS, the governing authority for the city of Jackson finds the Greater Jackson Chamber Partnership dues for the city of Jackson are reasonable and necessary to the city's duty to promote economic and community development within the city and the membership will accrue to the benefit of the city, and any benefit to any employee is merely incidental.

IT IS, THEREFORE, ORDERED that the governing authorities for the city of Jackson finds the Greater Jackson Chamber Partnership dues for the city of Jackson are reasonable and necessary to the city's duty to promote economic and community development within the city and the membership will accrue to the benefit of the city, and any benefit to any employee is merely incidental.

IT IS FURTHER ORDERED that payment in the amount of \$10,000 is authorized to the Greater Jackson Chamber Partnership to renew the city's membership dues.

Agenda Item # 9
July 30, 2024
(Malembeka, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

July 10, 2024
DATE

POINTS		
1.	Brief Description/Purpose	ORDER AUTHORIZING PAYMENT TO THE GREATER JACKSON CHAMBER PARTNERSHIP FOR THE MEMBERSHIP DUES FOR THE CITY OF JACKSON, MS.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A
3.	Who will be affected	City of Jackson
4.	Benefits	To continue membership with the Greater Jackson Chamber Partnership.
5.	Schedule (beginning date)	Upon Approval of Council
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	ALL WARDS CITY WIDE
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Office of the Mayor/CFO
8.	COST	\$10,000
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	001493006443
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____



Greater Jackson Chamber Partnership
 [P. O. Box 22548
 Jackson, MS 39225-2548]
 (601) 948-7575 | fax: (601) 352-5539
 dgreen@greaterjacksonpartnership.com

RECEIVED JUN - 4 2024

Invoice

Invoice Date: 6/10/2024
 Invoice Number: 31694

City of Jackson
 Mayor Antar Lumumba
 P.O. Box 17
 Jackson, MS 39205-0017

Description	Quantity	Rate	Amount
Membership Dues	1	\$10,000.00	\$10,000.00
Subtotal:			\$10,000.00
Tax:			\$0.00
Total:			\$10,000.00
Payment/Credit Applied:			\$0.00
			\$10,000.00

Login to your Member Center to pay online.

- Go to <http://greaterjacksonpartnership.chambermaster.com/login> to login or retrieve forgotten login credentials. Or create your login account for the first time at this registration page: <https://greaterjacksonpartnership.chambermaster.com/CreateAccount?ccid=835&email=calumumba@jacksonms.gov&repID=9155>.
- Pay online, check out your additional Member Benefits, update your member page and contact information.

Thank you!

Thank you for your support of the Greater Jackson Chamber Partnership

Please return this portion with your payment.

Member Name: City of Jackson
 Payment Amount: \$ _____

Invoice #: 31694

Payment Method: Check # _____ Credit Card
 Make all checks payable to Greater Jackson Chamber Partnership or enter credit card information below.

Enter Credit Card Billing Address (inc. zip code)

Address _____
 City/State/Zip _____
 Credit Card #: _____ Exp. Date: _____ CVV Code (3 or 4 digits on back of card) _____
 Name on Card: _____ Signature: _____

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING PAYMENT TO THE GREATER JACKSON CHAMBER PARTNERSHIP FOR THE MEMBERSHIP DUES FOR THE CITY OF JACKSON, MS is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant *SM*

7/23/21

Date

OFFICE OF THE CITY ATTORNEY
7/23/21

10

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO ECIVIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT WITH THE CITY OF JACKSON IN SUPPORT OF THE GRANTS MANAGEMENT SOFTWARE

OFFICE OF THE CITY CLERK
JACKSON, MISSISSIPPI
JUL 30 2024

WHEREAS, on May 23, 2023, the Jackson City Council authorized the Mayor to execute an agreement with eCivis, Inc. for services related to the implementation of a grants network system and subscription to the cloud-hosted SaaS grants management platform; and

WHEREAS, the City received notice that Carahsoft is now the master government aggregator for eCivis; therefore, eCivis, Inc. and Carahsoft Technology Corporation are parties to the agreement approved by the governing authority for the city of Jackson on May 23, 2023; and

WHEREAS, eCivis, Inc. and Carahsoft Technology Corporation propose that the city of Jackson execute the First Amendment to eCivis Master Subscription and Service Agreement (Contract No. 38770841) to acknowledge, utilizing OMNIA Partners, Carahsoft Technology Corporation as a provider under the agreement approved by council on May 23, 2023; and

WHEREAS, the parties further agree that the products and services will remain as noted on (Contract No. 38770841), dated 7/12/2023.

IT IS HEREBY ORDERED that the Mayor is authorized to execute the First Amendment to eCivis Master Subscription and Service Agreement (Contract No. 38770841) to acknowledge, utilizing OMNIA Partners, Carahsoft Technology Corporation as a provider under the agreement approved by council on May 23, 2023.

IT IS FURTHER ORDERED, that the city of Jackson is authorized to make the Year 2 payment in an amount not to exceed \$49,825.62, which was previously approved and authorized by this governing body on May 23, 2023. A copy of the statement of votes is attached and made a part of the minutes.

APPROVED FOR AGENDA:

Agenda Item # 10
July 30, 2024
(Malembeka, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

July 10, 2024
DATE

POINTS		
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO ECIVIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT WITH THE CITY OF JACKSON IN SUPPORT OF THE GRANTS MANAGEMENT SOFTWARE.
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	n/a
3.	Who will be affected	CITY OF JACKSON- GRANT'S DIVISION
4.	Benefits	To prove a digital platform for the City of Jackson's Grants Division to manage grants for the City of Jackson.
5.	Schedule (beginning date)	Upon Approval of Council
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	ALL WARDS CITY WIDE
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Chief Financial Officer/ Office of the Mayor
8.	COST	\$ 49, 825.62 (2 nd Year Payment)
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	Fund 001.401.99.6419
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A ___ AABE _____ % WAIVER yes ___ no ___ N/A ___ WBE _____ % WAIVER yes ___ no ___ N/A ___ HBE _____ % WAIVER yes ___ no ___ N/A ___ NABE _____ % WAIVER yes ___ no ___ N/A ___

MEMORANDUM

TO: Mayor Chokwe Lumumba

FROM: Fidelis Malembeka, Chief Financial Officer

DATE: July 10, 2024

RE: ORDER AUTHROIZING THE MAYOR TO EXECUTE
THE AMENDMENT TO ECIVIS MASTER
SUBSCRIPTION AND SERVICE AGREEMENT WITH
THE CITY OF JACKSON IN SUPPORT OF THE GRANTS
MANAGEMENT SOFTWARE.

The agenda item which accompanies this memo requests that the City Council authorizes the Mayor to execute the amendment to E-Civis Master Subscription and service agreement with the City of Jackson in support of the Grants management software that they provide.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO ECIVIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT WITH THE CITY OF JACKSON IN SUPPORT OF THE GRANTS MANAGEMENT SOFTWARE legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant 



Date



FIRST AMENDMENT TO ECIVIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT (CONTRACT NO. 38770841)

THIS FIRST AMENDMENT TO ECIVIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT (CONTRACT NO. 38770841), dated 7/12/2023 ("First Amendment") is made and entered into as of 6/14/2024 (the "Effective Date") by and between eCivis, Inc. a Delaware corporation ("eCivis"), Carahsoft Technology Corp ("Carahsoft") and City of Jackson, MS("Customer"), and is made with reference to the following:

A. Customer and eCivis have entered into an agreement, effective 7/12/2023 (the "Agreement").

B. Customer and eCivis wish to further amend the Agreement entered into 7/12/2023 as Follows:

NOW, THEREFORE, in consideration of the premises and the agreements, condition and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. Utilizing the OMNIA Partners, Education Software Solutions and Services Contract number: R191902 beginning in Year 2 through Year 5 of the eCivis Contract. The parties further agree for the Products and Services will remain as noted on (CONTRACT NO. 38770841), dated 7/12/2023.

Full Force and Effect.

Except as expressly amended by this Amendment, the Agreement remains in full force and effect, and this First Amendment shall not be construed to alter or amend any of the other terms or conditions set forth in the Agreement. In the event of a conflict between the terms of the Agreement and this First Amendment, the provisions of this First Amendment shall prevail. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which, taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the Effective Date provided herein.

City of Jackson, MS

ECIVIS LTD.

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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ECIVIS SOFTWARE SUBSCRIPTION AGREEMENT

This **SOFTWARE SUBSCRIPTION AGREEMENT** (the "**Agreement**") is made this June 1st 2023 (the "**Effective Date**") by and between ECIVIS INC., a corporation incorporated under the laws of the State of Delaware ("**eCivis**") and (City of Jackson, MS), including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction (collectively, the "**Subscriber**").

1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs.

"Order Form" means the documents for placing orders hereunder, including addenda thereto, that are entered into between You and Us from time to time, including addenda and supplements thereto.

"Services" means the products and services that are ordered by You or Your Affiliates under an Order Form and made available by Us online.

"User Guide" means the on-line users guide for the Services, made available on-line.

"Users" means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by You, (or by Us at your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

"We," "Us", "Our", "eCivis Inc.", or "eCivis" means the company or entity providing the Services in the Agreement

"You", "Your", "Subscriber" means the company or other legal entity for which you are accepting the Agreement and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Services, including but not limited to any data, content (including user content), information and files.

2. PROVISION OF SERVICES

2.1 Terms of Service. Terms, provisions, or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may use in connection with the provision of Services (or software) by eCivis will have no effect on the rights, duties, or obligations of the parties hereunder, regardless of any failure of eCivis to object to such terms, provisions, or conditions.

2.2 Provision of Services. We shall make the Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.3 User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same price as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added and (iii) the added User subscriptions shall terminate on the same day as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared

or used by more than one user but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

- 2.4 **Hosting, Product Maintenance and Support.** For the first year of this Agreement, upon paying the Subscription Fee and for each year thereafter, provided that Subscriber continues to pay the Subscription Fees in accordance with the fees set out in Appendix A, eCivis shall provide Hosting, Maintenance and Technical Support Services for the software as outlined in Appendix B, if the Subscriber is not otherwise in breach of the provisions of this Agreement.
- 2.5 **Implementation Services.** eCivis shall provide the professional service as defined in the Scope of Work ("SOW"), Appendix C, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of eCivis, the obligation to provide professional services to the Subscriber expires the earlier of:

- 1) completion of the services described in the SOW
- 2) 12 months from the effective date of the relevant Order Form.

- 2.6 **Acceptance of Custom Work.** Within fifteen (15) business days from the delivery of each individual Custom Work, the Customer/Subscriber shall, in its sole discretion, review the Product Customization and notify eCivis whether it finds the Customizations satisfactory or unsatisfactory. If its determined that the Customizations are unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any nonconformance with the Subscriber's specifications or expectations. eCivis will promptly correct the deficiencies and reinstall the Customizations, and the approval procedure shall be reapplied until Subscriber finally declares the Customizations satisfactory. In the absence of a written response within 15 Business Days after the delivery of the Customizations or once the Subscriber has declared the Customizations satisfactory, the Customizations shall be considered 'Accepted'.

3. USE OF THE SERVICES

- 3.1 **Our Responsibilities.** We shall: (i) provide Our basic support for the Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours' notice via the Services and which We shall schedule to the extent practicable during the weekend hours from 9:00 pm Friday to 6:00 am Monday Eastern Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet services provider failure or delays, or denial of service attacks, and (iii) provide the Services only in accordance with applicable laws and government regulations.
- 3.2 **Our Protection of Your Data.** We shall maintain reasonable administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.
- 3.3 **Your Responsibilities.** You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

4. FEES AND PAYMENTS FOR SERVICES

- 4.1 **Fees.** You shall pay all fees specified in all Order Forms as set out in Appendix A. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged for the full monthly period and the monthly periods remaining in the subscription term.

- 4.2 **Invoicing and Payment.** You will provide Us with a valid purchase order or alternative document reasonably acceptable to Us. We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.
- 4.3 **Overdue Charges.** If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at a rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment)
- 4.4 **Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days prior notice that Your account is overdue, in accordance with Section 11.1 (Manner of Giving Notice), before suspending services to You.
- 4.5 **Payments and Disputes.** We shall not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.
- 4.6 **Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.
- 4.7 **Travel Costs.** Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, eCivis's standard travel and per diem rates shall apply. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall be reimbursed at cost. eCivis is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.

5. PROPRIETARY RIGHTS

- 5.1 **Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.
- 5.2 **Restrictions.** You shall not (i) permit any third-party to access the Services except as permitted herein or in an Order Form (ii) create derivative works based on the Services except as contained herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.
- 5.3 **Your Applications and Code.** If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.
- 5.4 **Your Data.** Subject to the limited rights granted to You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.
- 5.5 **Suggestions.** We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services. We may additionally develop, modify, improve, support, and operate Our Services based on Your use, as applicable, of any Services.

6. CONFIDENTIALITY

6.1 **Definition of Confidential Information.** As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2 **Protection of Confidential Information.** The Receiving party shall use the same degree of care that uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

6.3 **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest such disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding or otherwise to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable costs of compiling and providing secure access to such Confidential Information.

7. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

7.1 **Our Warranties.** We represent and warrant that (i) We have validly entered into this Agreement and have the legal authority to do so, (ii) the Services shall perform materially in accordance with the User Guide, (iii) the functionality of the Services will not be materially decreased during a subscription term, and (iv) We will not transmit Malicious Code to You, provided you are not in breach of this subsection (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) and Section 10.4 (Refund or Payment upon Termination) below.

7.2 **Your Warranties.** You represent and warrant that (i) You have validly entered into this Agreement and have the legal authority to do so; (ii) You will use the Services in accordance with applicable laws; and (ii) You have all necessary rights to use and upload any Data for use with the Services.

7.3 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS, WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. MUTUAL INDEMNIFICATION

8.1 **Indemnification by Us.** We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates any Canadian or United States' registered patents, copyrights or trade-mark rights of a third party (a "Claim Against You"), and shall indemnify You for any damages, legal fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) Give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance at Our expense. In the event of a Claim against You, or if we reasonably believe the Services may

infringe or misappropriate, We may in Our discretion and at no cost to you (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

8.2 **Indemnification by You.** To the extent permitted by Mississippi law, You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Us"), and shall indemnify Us for any damages, legal fees and costs finally awarded against us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

8.3 **Exclusive Remedy.** This Section 8 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

9. LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** NEITHER PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 4 (FEES AND PAYMENT FOR SERVICES).

9.2 **Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10. TERM AND TERMINATION

10.1 **Term of Agreement.** This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2 **Term of Purchased User Subscriptions.** User subscriptions purchased by You commence on the effective date of this Agreement and continue for 5 years. Additional user subscriptions will be prorated from the applicable order date through the remainder of the 5-year term. All user subscriptions shall automatically renew for additional one-year at the end of the then current term, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 7% of the pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.

10.3 **Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceedings relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4 **Termination for Convenience.** Subscriber may terminate this Agreement without cause by giving sixty (60) days advance written notice to Us of its election to terminate this Agreement pursuant to this provision. In the event of such termination, Subscriber agrees to pay a SaaS Recovery Amount equivalent to 50% of the Subscription fees for the remainder of the initial term of the Agreement.

10.5 **Refund or Payment upon Termination.** Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination.

Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

- 10.6 **Return of Your Data.** Upon request made by You within 30 days after termination of a Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.
- 10.7 **Surviving Provisions.** Section 4 (Fees and Payment for Services), 5 (Proprietary Rights), 6 (Confidentiality), 7.3 (Disclaimer), 8 (Mutual Indemnification), 9 (Limitation of Liability), 10.5 (Refund or Payment upon Termination), 10.6 (Return of Your Data), 10.7 (Surviving Provisions), 11 (Notices, Governing Law, Jurisdiction) and 12 (General Provisions) shall survive any termination or expiration of the Agreement.

11. NOTICES, GOVERNING LAW AND JURISDICTION

- 11.1 **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, (iv) the first business day after sending by email (provided that email shall not be sufficient for notices of termination or an indemnifiable claim) Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.
- 11.2 **Dispute Resolution/Arbitration.** In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the parties' project managers shall use every reasonable effort to resolve such dispute in good faith within 10 Business Days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute. For the purposes of this Agreement, a "Business Day" means a day other than a Saturday, Sunday, or statutory holiday in California.

Escalation Level	eCivis Management Level	Subscriber Management Level	Period of Resolution Efforts
First Level	Project Manager	Project Manager	10 Business Days
Second Level	Customer Success Director	Finance Department Manager	10 Business Days
Third Level	VP, Professional Services	Director of Finance or Treasurer	10 Business Days

If the above escalation periods have elapsed and there continues to be a dispute as to any matter herein, the matter in dispute shall be referred to arbitration by a single arbitrator.

(a) Except as provided above, or any other circumstance in which a party seeks an injunction or other equitable relief from the courts, Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Mississippi before one arbitrator, including lawyers with 10 years of active practice in relevant information technology or intellectual property matters. The arbitration shall be administered by (i) JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures if You are U.S. based or if You are from outside the United States, in accordance with the JAMS International Arbitration Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall not award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. The parties shall maintain the confidential nature of the arbitration proceeding and any award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce.

(b) Notwithstanding the provision in Section 11.2(a) with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

(c) In the event of any action or proceeding (including arbitration) brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable legal fees arising from such action or proceeding.

11.3 **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Mississippi and the federal laws of the United States of America without regard to the conflict of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Subject to Section 11.2 above, the parties attorn to the exclusive jurisdiction of the courts of Mississippi in respect of this Agreement.

11.4 **Waiver of Jury Trial.** Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12. GENERAL PROVISIONS

12.1 **Anti-Corruption.** You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

12.2 **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.3 **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

12.4 **Export Compliance.** The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States, Canada and other jurisdictions. Each party represents that it is not named on any US or Canadian government denied-party list. You shall not permit Users to access or use Services in a US or Canada embargoed country or in violation of any US or Canadian export law or regulation.

12.5 **Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

12.6 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.7 **Legal Fees.** You shall pay on demand all of Our reasonable legal fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 4.2 (Invoicing and Payment).

12.8 **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.9 **Entire Agreement.** This Agreement, including all exhibits and addenda hereto, the quotation document and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be

incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

- 12.10 Cooperative Statement.** Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion, provided We also agrees to do so.
- 12.11 Authorized reseller status; Option to purchase affiliate products.** eCivis is a subsidiary of GTY Technology Holdings Inc. ("GTY") and an authorized reseller of products and services produced and provided by other subsidiaries of GTY (such subsidiaries, "eCivis Affiliates"). These products and services include software-as-a-service technology for the procurement and vendor supplier sourcing industry, digital services and payment technology through a software-as-a-service platform, software solutions for grants management and indirect cost reimbursement and related implementation and consulting services, software tools to streamline permitting and licensing services, and additional web-based budgeting preparation, performance, management and data visualization solutions ("Affiliate Products"). eCivis Affiliates include Bonfire Interactive Ltd., Bonfire Interactive US Ltd., Questica Ltd., CityBase, Inc., Open Counter Enterprise Inc. and Sherpa Government Solutions LLC. In addition to the products and services that are the subject of this Agreement, Subscriber has the option to purchase from either eCivis, as an authorized reseller, or eCivis Affiliates, Affiliate Products on terms and conditions, including pricing, to be agreed upon in writing by Subscriber and eCivis or Subscriber and the applicable eCivis Affiliate.
- 12.12 Media Releases.** Neither party shall use the name, trademark or logo of the other party without the prior written consent of the other party. Notwithstanding the foregoing, We may use the Your name and identify You as a eCivis client in advertising, marketing materials, press releases and similar materials.

IN WITNESS WHEREOF, the parties have duly executed this Agreement

City of Jackson, MS

Per: 

Name: Chokwe A. Lumumba

Title: Mayor

Date: 7/12/23

I have authority to bind the organization

ECIVIS LTD.

Per: 

Name: John Rowe

Title: Director of Sales

Date: 06/01/2023

I have authority to bind the organization

APPENDIX A – Order Form

GOVERNMENT - PRICE QUOTATION

CARASOFT TECHNOLOGY CORP

carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARASOFT.COM | EDWARDS@CARASOFT.COM

TO: Safiya Orani Chief of Staff City of Jackson, MS MS United States	FROM: Garrett Smith Carahsoft Technology Corp. 11493 Sunset Hills Road Suite 100 Reston, Virginia 20190
EMAIL: somari@city.jackson.ms.us	EMAIL: Garrett.Smith@carahsoft.com
PHONE: (601) 250-1054	PHONE: (571) 682-3062 FAX: (703) 871-8505

TERMS: National Cooperative Purchasing Alliance (NCPA) Contract Number: 01-86 Term: Through November 30, 2023 FTIN: 62-2189269 Shipping Point: FOB Destination Credit Cards: VISA/MasterCard/AMEX Remit To: Same as Above Payment Terms: Net 30 (On Approved Credit) Cage Code: 1P3C5 DUNS No: 098365787 Sales Tax May Apply	QUOTE NO: 38770541 QUOTE DATE: 05/26/2023 QUOTE EXPIRES: 06/14/2023 RFQ NO: SHIPPING: ESD TOTAL PRICE: \$84,947.50
	TOTAL QUOTE: \$84,947.50

LINE #	QTY	DESCRIPTION	QUOTE PRICE	SLG	QTY	EXTENDED PRICE
RECURRING ANNUAL FEE(S)						
1	PRE-B250500M-1-500	Grants Network Grantee Pre-Award - Between \$250-500 Million - Annual eCivis, Inc. - PRE-B250500M-1	\$17,412.50	SLG	1	\$17,412.50
2	POST-B250500M-1-500	Grants Network Grantee Post-Award - Between \$250-500 Million - Annual eCivis, Inc. - POST-B250500M-1	\$29,352.50	SLG	1	\$29,352.50
3	GN-USR-1-500	Grants Network - Users - Per User, Annual eCivis, Inc. - GN-USR-1	\$246.75	SLG	20	\$4,935.00
RECURRING ANNUAL FEE(S) SUBTOTAL:						\$51,740.00
NON-RECURRING ANNUAL FEE(S)						
4	EC-PM-1-500	eCivis - Implementation Services - Hourly Grants Network Grantee Full Implementation - Services eCivis, Inc. - EC-PM-1	\$248.75	SLG	58	\$13,830.00
5	EC-PM-1-500	eCivis - Implementation Services - Hourly Grants Network - Single Sign On - Services (optional) eCivis, Inc. - EC-PM-1	\$245.75	SLG	18	\$4,477.50
NON-RECURRING ANNUAL FEE(S) SUBTOTAL:						\$18,407.50
6	DISCOUNT	GTY Loyalty Discount eCivis, Inc. - Discount	-\$5,200.00	SLG	1	-\$5,200.00
SUBTOTAL						-\$5,200.00
SUBTOTAL						\$84,947.50

GOVERNMENT - PRICE QUOTATION

CARASOFT TECHNOLOGY CORP

carahsoft



11-99 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 P: (703) 871-8500 | FAX: (703) 871-8505 | TOLL FREE: (888) 666-6644
 WWW.CARASOFT.COM | ECIVIS@CARASOFT.COM

LINE NO	PART NO	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
					TOTAL PRICE: \$64,947.50
					TOTAL QUOTE: \$64,947.50

Pricing valid through June 14th 2023
 eCivis annual subscription is based on a 5-Year Term
 eCivis will apply a 7% increase beginning in year 2

eCivis Annual fees
 Year 1 is \$64,947.50
 Year 2 is \$69,825.62
 Year 3 is \$75,313.41
 Year 4 is \$81,045.35
 Year 5 is \$87,038.52
 Total 5 year: \$286,170.40

Above pricing in US dollars
 Applicable Taxes Extra
 Pricing is not applicable in response to a formal RFP Process
 Terms of Payment:
 oSoftware:
 100% upon Contract Effective Date (Net 30)
 Year 2 due 365 days from Contract Effective Date and annually thereafter
 oProfessional Services:
 100% upon Contract Effective Date (Net 30)
 Additional Professional Services are available upon request at eCivis's then current hourly rate, currently set at \$250/hr

Please include the following on your PO:
 - PO made out to Carahsoft with our current address (11493 Sunset Hills Road, Suite 100, Reston, VA 20190).
 - Payment terms: Net30
 - Ship to and bill to address listed

APPENDIX B – Hosting, Maintenance and Technical Support Services

- (A) **Hosting Services.** eCivis shall provide technical support and the associated hardware infrastructure to maintain the various eCivis databases in a hosted environment. This includes performance tuning, database backups, disaster recovery availability, applying software upgrades and patches at the direction of the Subscriber, performing 24X7 server monitoring. Hosting Services do not include:
- I. Testing customizations during an upgrade
 - II. Restoring a database backup required because of a Subscriber error
 - III. Migrating data or reports among instances (example: from training or testing to production)

eCivis may at its sole discretion, periodically make reasonable modifications or changes to the Hosting Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical support relating to the Hosting Services is available through eCivis's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee. eCivis will provide an initial response to all properly submitted support requests within two (2) business hours of initial submission.

- (B) **Product Maintenance.** On an as-available basis, eCivis will provide enhancements, modifications or upgrades to the Software as eCivis may from time to time make available to its Subscribers generally ("Updates") but excluding any New Product (a "New Product" being a solution which, in eCivis's determination and subject to general industry standards, does not replace the Software licensed hereunder.) Updates do not include:
- I. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms
 - II. New applications
 - III. Services associated with the application or installation of Updates

If requested, eCivis will provide assistance in the testing of any site-specific customizations. eCivis will provide a quote for any required rework associated with customizations resulting from the upgrade.

- (C) **Technical Support Services.** eCivis will provide phone and e-mail based technical support of a reasonable nature as described herein. A technical support incident or problem is a single user defined problem seeking resolution. It must be related to the original intent and design of the software. Technical Support Services include the support of eCivis supplied integrations that have not been modified by the Subscriber. Each Technical Support Service incident is deemed closed when a remedy, workaround, or recommendation for the installation of a current maintenance release has been offered, and a commercially reasonable effort has been made to restore operation to the original intent and design of the Software. Technical Support Service does not include:
- I. Custom programming services;
 - II. On-site support;
 - III. Subscriber developed interfaces, API interactions, or customizations;
 - IV. Subscriber developed reports;
 - V. End-User training or re-training;
 - VI. Subscriber hardware or network issues;
 - VII. Correction of data issues derived from user error or Software misuse;
 - VIII. Changes to eCivis developed custom reports or Permitted Customizations (including eCivis supplied custom business rules or customized user screens) that are outside the scope of the accepted specification, scope of work, or authorized change requests;
 - IX. Corrections to eCivis developed custom reports or Permitted Customizations beyond six (6) months from the date of delivery (the upgrade protection period); and

- X. Changes to integration functionality made necessary due to Subscriber server modifications/replacement, or changes by upgrades or changes to the integrated financial system software or hardware.

eCivis may at its sole discretion, periodically make reasonable modifications or changes to the Technical Support Services and/or Product Maintenance Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical Support Service is available through eCivis's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee.

APPENDIX C – Scope of Work (SOW)

1. Staffing

ROLE	RESPONSIBILITY	NAME, Title	Contact Information Mailing Address Email Telephone
GMS IMPLEMENTATION TEAM			
eCivis Project Manager	Responsible for planning, executing, monitoring, controlling, and closing the project. Responsible for the day-to-day management, coordination, planning, problem solving, and implementation of requirements to achieve task completion as presented in the Integrated Project Plan. Accountable for the project scope, project team, resources, and success of the project.		
eCivis Solution Architect	SME on GMS System, Responsible for System Configuration.		
eCivis Trainer	Responsible training, coordinating the training schedule, providing training materials.		
City of Jackson Grants Team Lead	Primary decision maker and contact for business requirements and deployment planning		
City of Jackson Grants Team SME	Review and approve business and systems configuration requirements		
City of Jackson PMO Project Manager	Co-responsibility for the Integrated GMS Project Plan and Reporting. Maintain SharePoint project page. Track and report budget status.		
SUPPORT POST-IMPLEMENTATION TEAM			
eCivis Executive Sponsor	Responsible for ensuring that the project's goals are aligned with the needs of the customer. Champions the project by gathering support, communicating goals, and overcoming resistance. Provide ongoing direction to the project team during a project's lifecycle.		
eCivis Sr. Customer Success Manager	Responsible for the ongoing user support and adoption of GMS.		

ROLE	RESPONSIBILITY	NAME, Title	Contact Information Mailing Address Email Telephone
eCivis Customer Support Lead	Provide technical support to GMS users.		
City of Jackson Technical Support Manager	IT infrastructure support		
City of Jackson Application Support	IT application support		
City of Jackson Help Desk	Support GMS trouble management processes and application performance reporting.		

4.1 SOFTWARE-AS-A-SERVICE / COMMERCIAL-OFF-THE-SHELF

eCivis is a cloud-hosted, Commercial-off-the-shelf (COTS) SaaS grants management platform. The system is compatible with any hardware device that provides Internet access via a modern web browser and requires minimal internal IT support beyond the initial implementation.

eCivis is specifically built for managing the full grants management lifecycle and will standardize and streamline processes so that City of Jackson staff can save time, increase transparency, reduce redundancies, data entry, mitigate compliance risk, and improve organizational collaboration and knowledge.

eCivis provides ongoing innovation with continual updates, leading to:

- Consistently updated software features and functions.
- Improved data sharing with systems
- Uniform Grant Guidance training, indirect cost support and fund maximization, and access to additional learning resources
- Improved internal control and regulatory requirements compliance

5.1 PROJECT SCOPE

This project will implement eCivis' grants management solution for City of Jackson. The solution will be implemented across all applicable agencies and departments performing grant management functions. eCivis' project approach includes a Master Strategic Timeline that will be finalized upon contract execution.

The project approach is conducted in a hybrid waterfall agile phased-gate approach. A phased - gate approach allows for quick added software value, concurrent active

phases, and early user adoption while ensuring critical dependencies are completed. The phases outlined below will support the Project Scope from initial Preparation to Full Product Adoption - Go Live. All Project Scope areas will be incorporated within the Strategic Timeline and will be discussed in more depth to address deliverables and descriptions.

eCivis proposes the following Statement of Work (SOW):

1. Preparation
 - a. Pre Kick Off Meeting
 - i. Review Project Plan Components
 - ii. Communicate Master Project TimeLine
 - iii. Provide Data Call forms
 - b. Project Kick Off Meeting
2. Plan and Design
 - a. Data Gathering
3. Configuration
 - a. Grantee Pre/Post-award management
4. User Acceptance Testing
 - a. Review all implementation components built, configured, migrated and imported during the build and configuration stage are delivered and operational.
5. Project Closeout
 - a. Remote training, training manuals and support
6. Go Live

6.0 TASKS TO BE ACCOMPLISHED/FUNCTIONS TO BE PERFORMED

During each phase, work proceeds in several areas and will be performed by both City of Jackson and eCivis.

1.0 Preparation

Task	Deliverable	Description
Preparation: Pre-Kickoff Meeting Tasks	Pre Kickoff Presentation Document	eCivis and City of Jackson to review master project timeline, scope of work and identify risks.
	Master Project Timeline	<ul style="list-style-type: none"> • eCivis will email master project timeline to City of Jackson • eCivis will email pertinent eCivis staff contact information to City of Jackson. • eCivis will schedule required meetings with City of Jackson
	All data call forms	eCivis will provide City of Jackson with the following data call forms which are due back to eCivis by the time agreed upon in the project timeline:

		<ul style="list-style-type: none"> o Add User/Department form (Excel Template) <p>eCivis will record Project Goals and Objectives determined during Pre Kick Off Meeting</p>
Project Kickoff Meeting	Project Kickoff Presentation Document	<ul style="list-style-type: none"> • Assemble Teams (eCivis and City of Jackson resources) • Conduct a formal Project Kick-Off meeting • Review Project Objectives and Master Project Timeline • Record Project Goals and Objectives determined during Kick Off Meeting

2.0 Plan and Design

Task	Deliverable	Description
Department Structure	City of Jackson to provide ALL completed data call forms to eCivis	<p>City of Jackson staff has compiled and completed the following data call forms for eCivis to validate prior to configuration of their Grants Network account:</p> <ul style="list-style-type: none"> • User information and Department structure

3.0 Configuration

Task	Deliverable	Description
SSO Setup		<ul style="list-style-type: none"> • Implement SSO setup
Configure		<ul style="list-style-type: none"> • eCivis will load new users and configure the eCivis system

4.0 User Acceptance Testing

Task	Deliverable	Description
Validate imported data	Readiness Assessment	City of Jackson staff will review and validate all implementation components built, configured, migrated, and imported during the build and configuration stage are delivered and operational.

5.0 Training

Task	Deliverable	Description
User Training	<ul style="list-style-type: none"> • Training Manuals, Virtual User Training 	eCivis will work with City of Jackson to complete the following initiatives:

	<ul style="list-style-type: none"> Communicate ongoing support details 	<ul style="list-style-type: none"> *Provide standard user guides and training resources Provide training for licensed users of Grants Network Ongoing support details <p>*City of Jackson will provide and maintain training resources unique to their specific use case and business processes.</p>
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6.0 Go-Live

Task	Deliverable	Description
Go Live	Final Readiness Assessment	Go Live Success and Support Meeting – eCivis will continue to support City of Jackson

7.1 Products and Services

PRODUCT(S):

- Grantee Pre-Post Award

SERVICE: Single Sign On

eCivis supports Single Sign On (SSO) integration with Grants Network using popular identity providers. We partner with Auth0 to support a variety of enterprise connection types:

- OpenID Connect
- Microsoft® Active Directory™/LDAP
- Microsoft® Azure® AD™
- SAML (Service Provider Initiated)

This document has been assembled to provide an overview of the **SSO SAML integration** between a client's Azure Active Directory (AD) service and eCivis Grants Network™.

DESCRIPTION

Grants Network provides a username (email address) / password authentication scheme, standard across SaaS applications. When a client wants to control access to

Grants Network within their domain eCivis permits Single Sign-On (SSO). This provides the following benefits:

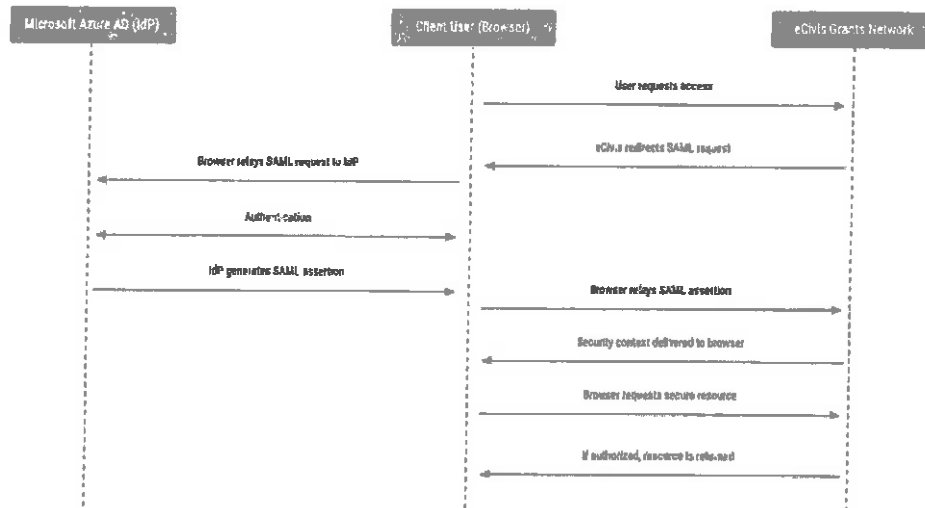
1. The client is in control of eCivis access. When a user needs to be deactivated, this becomes a client Information Technology (IT) function.
 2. The client sets the password policy, including complexity rules and refresh rate.
 3. Client users only need to remember one set of credentials across the enterprise.
- During setup, the eCivis Implementation team works with the client's IT department to define and configure their active directory implementation. This document covers Azure Active Directory authentication via Security Assertion Markup Language (SAML) 2.0.

The following configuration steps encompass the implementation:

1. eCivis Implementation works with the client to identify users and appropriate authorization levels.
2. eCivis provides the Client with an Identifier (Entity ID) and Reply URL (Assertion Consumer Service URL).
3. The Client IT creates a "Non-Gallery" enterprise application in their Azure AD organization. Upon request, the eCivis implementation team can provide an eCivis logo for the enterprise application.
4. The client adds authorized users to a security group associated with the enterprise application.
5. The Client IT configures SAML SSO for the new application using the details provided in step 2.
6. The Client IT sends the SAML Signing Certificate (Base64) and Login URL to eCivis.
7. The Client and eCivis Implementation Team verify setup and configuration.
8. The Client IT assigns additional users to the application, as needed, to allow access to Grants Network.

Implementation Overview

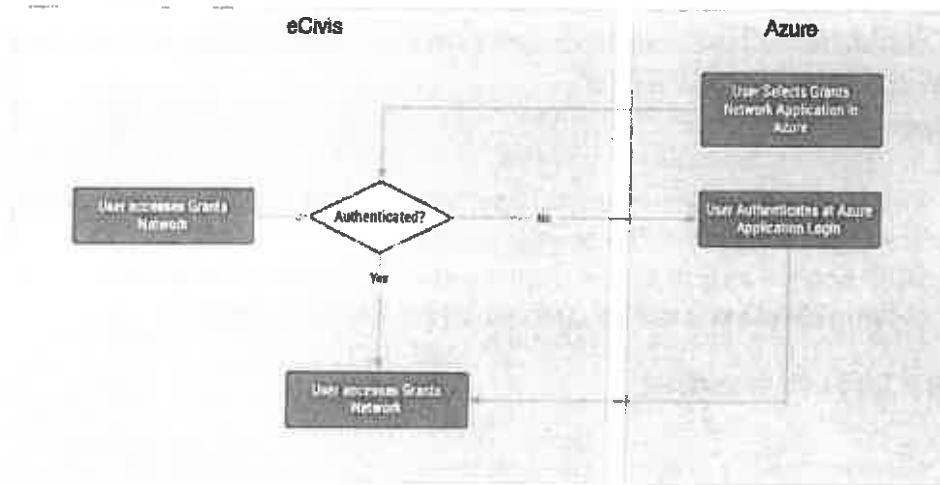
Azure AD Grants Network Enterprise Application Access SAML 2.0 Workflow



Client users will access Grants Network by visiting <https://gn.ecivis.com>. Based on their username, they will be redirected to the Microsoft IdP workflow. Once the user authenticates on Azure AD, Azure provides a SAML assertion that is passed along to eCivis Grants Network. Grants Network then authorizes the authenticated user providing the proper permissions as defined by the eCivis account setup team. The client user will now be granted access to eCivis Grants Network resources permitted by their access level.

The user experience mimics the following flow:

Azure AD - eCivis Grants Network Flow



Reference Documentation

Add an unlisted (non-gallery) application to your Azure AD organization:

<https://docs.microsoft.com/en-us/azure/active-directory/manage-apps/add-non-gallery-app>

Configure SAML-based single sign-on to non-gallery applications:

<https://docs.microsoft.com/en-us/azure/active-directory/manage-apps/configure-single-sign-on-non-gallery-applications>

ASSUMPTIONS

1. The CLIENT has the internal expertise required to complete the process setup
2. The login will be directly at www.ecivis.com
3. SSO applies only to eCivis Grants network. Some administrative tools and external users will not be covered under the SSO process.

8.1 Out of Scope for this project

- Customizations or enhancements that are not mutually agreed upon by eCivis and City of Jackson in this statement of work.
- Historical award data
- System integrations that are not mutually agreed upon by eCivis and City of Jackson in this statement of work.
- Reporting integration outside of eCivis Grants Network

9.0 eCivis RESPONSIBILITIES

1. eCivis shall provide the following personnel

- Project Manager
- Implementation Specialist
- Customer Success Manager

2. eCivis will provide Master Project Timeline, and software user training resources.

3. eCivis shall provide Service Level Agreement (SLA), which will include:

- 99.9% monthly uptime.
- Single point of contact made via email or by calling a toll-free support number.
- Phone and email Technical Support Monday-Friday 8am-5pm ET
- Access to all patches (patches developed internally by ECivis to address core software issues like security, performance, etc.
- Access to new versions/upgrades
- Seamless modifications/enhancements per month

10.0 eCivis PROJECT MANAGEMENT CONTACTS

The eCivis' Project Manager and Customer Success Manager will be determined after contract execution.

11.0 Project Schedule and Key Milestones

Start date for the project will be influenced by the executed, signed contract. A detailed project plan will be developed after the project kick off meeting.

END OF SOFTWARE SUBSCRIPTION AGREEMENT DOCUMENT

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH eCIVIS, Inc FOR SERVICES RELATED TO THE IMPLEMENTATION OF A GRANTS NETWORK SYSTEM AND SUBSCRIPTION TO THE CLOUD HOSTED SaaS GRANTS MANAGEMENT PLATFORM

Whereas, in *Opinion 2016-00070* issued to P. Scott Phillips on March 25, 2016, the Mississippi Attorney General opined that the procurement of software, which is an ancillary part, additional to a main part or function of a procurement itself and is of no use without services necessary to design and implement a system for its use is not required to be bid under Section 31-7-13 of the Mississippi Code; and

Whereas, Carahsoft, is the master government aggregator for eCivis, Inc.; and

Whereas, eCivis, is a cloud-hosted commercial-off-the shelf (COTS) SaaS grants management platform and is specifically built for managing the full grants management lifecycle; and

Whereas, Carahsoft and eCivis, Inc. submitted a proposal to the Mayor's office for the implementation of its grants management platform and subscription for the services; and

Whereas, the proposal submitted to the Mayor's office included both recurring annual fees and non-recurring fees with a loyalty discount of \$5,200.00; and

Whereas, eCivis, Inc., is a part of GTY Technology Holdings, Inc., following acquisition on September 14, 2018; and

Whereas, the cloud hosting program constitutes a service and any software required or implemented is ancillary and necessary for the use of the system as designed and intended and would not be subject to the public purchasing laws as noted in the aforementioned opinion issued by the Mississippi Attorney General; and

Whereas, the initial cost for implementation and use of the cloud hosting program in year one is \$64,947.50; and

Whereas, a five (5) year term was noted on the quotation received from eCivis-Carahsoft; and

Whereas, the cost for the service in the second year would be \$49,825.62; and

Whereas, the cost for the service in third year would be \$53,313.41; and

Whereas, the cost for the service in year four would be \$57,045.35; and

Whereas the cost for the service in the fifth and final year of the agreement would be \$61,038.52; and

Agenda Item No. *22*
May 23, 2023
(Lumumba)

Whereas, the total cost for implementation of the program and use of the cloud-hosted services during the five year period is \$286,170.40; and

Whereas, the cost includes plan and design, configuration, readiness assessments, user training, training manuals, and virtual user training; and

Whereas, the best interest of the City of Jackson would be served by contracting with eCIVIS grant management platform;

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute an agreement with eCIVIS for services related to the implementation of a network system and cloud hosted SaaS Grants platform as a service.

OFFICE OF THE CITY ATTORNEY

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1456

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH eCIVIS, Inc FOR SERVICES RELATED TO THE IMPLEMENTATION OF A GRANTS NETWORK SYSTEM AND SUBSCRIPTION TO THE CLOUD HOSTED SaaS GRANTS MANAGEMENT PLATFORM is legally sufficient for placement in NOVUS Agenda.



Carrie Johnson, Deputy City Attorney



Date



Invoice

Date: 6/2/2023	Page: 1
Invoice Number: 38770841INV	

Carahsoft Technology Corp.
11493 Sunset Hills Road Ste 100
Reston VA, 20190

Phone: (703) 871-8500
Fax: (703) 871-8505

To:
City of Jackson, MS
ATTN: Safiya Omari
219 S President St
Jackson, MS 39201 USA

PO Number TBD	Order Date	Customer No.	Salesperson Garrett Smith	Quote No. 38770841	Ship VIA ESD	Terms PP
QTY Ord.	Item Number	Start/End Date	Description		Unit Price	Extended Price
1.00	PRE-B250500M-1-509		Grants Network Grantee Pre-Award - Between \$250-500 Million - Annual		17,412.50	17,412.50
1.00	POST-B250500M-1-509		Grants Network Grantee Post-Award - Between \$250-500 Million - Annual		29,352.50	29,352.50
20.00	GN-USR-1-509		Grants Network - Users - Per User, Annual		248.75	4,975.00
56.00	EC-PM-1-509		eCivis - Implementation Services - Hourly Additional Description : Grants Network Grantee Full Implementation - Services		248.75	13,930.00
18.00	EC-PM-1-509		eCivis - Implementation Services - Hourly Additional Description : Grants Network - Single Sign On - Services (optional)		248.75	4,477.50
1.00	DISCOUNT		GTU Loyalty Discount Additional Description :		-5,200.00	-5,200.00
			Total Amount Due		64,947.50	

Remit To:
Carahsoft Technology Corporation
11493 Sunset Hills Road Ste 100
Reston, VA 20190
FEIN 52-2189693 DUNS 088365767
CA Sales Tax # SC OHB 100-529633

Total Amount Due

64,947.50

For questions on this invoice, please contact AR at 703-561-6566

GOVERNMENT - PRICE QUOTATION



CARASOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARASOFT.COM | ECIVIS@CARASOFT.COM

TO: Safiya Omar
 Chief of Staff
 City of Jackson, MS
 MS United States

FROM: Garrett Smith
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: somari@city.jackson.ms.us

EMAIL: Garrett.Smith@carahsoft.com

PHONE: (601) 960-1084

PHONE: (571) 662-3082

FAX: (703) 871-8505

TERMS: National Cooperative Purchasing Alliance (NCPA)
 Contract Number: 01-88
 Term: Through November 30, 2023
 FTIN: 52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3CS
 DUNS No: 088365767
 Sales Tax May Apply

QUOTE NO: 38770841
QUOTE DATE: 06/10/2023
QUOTE EXPIRES: 05/31/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$64,947.50

TOTAL QUOTE: \$64,947.50

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	SLG	QTY	EXTENDED PRICE
RECURRING ANNUAL FEE(S)						
1	PRE-B250500M-1-509	Grants Network Grantee Pre-Award - Between \$250-500 Million - Annual eCivis, Inc. - PRE-B250500M-1	\$17,412.50	SLG	1	\$17,412.50
2	POST-B250500M-1-509	Grants Network Grantee Post-Award - Between \$250-500 Million - Annual eCivis, Inc. - POST-B250500M-1	\$29,352.50	SLG	1	\$29,352.50
3	GN-USR-1-509	Grants Network - Users - Per User, Annual eCivis, Inc. - GN-USR-1	\$248.75	SLG	20	\$4,975.00
RECURRING ANNUAL FEE(S) SUBTOTAL:						\$51,740.00
NON-RECURRING ANNUAL FEE(S)						
4	EC-PM-1-509	eCivis - Implementation Services - Hourly Grants Network Grantee Full Implementation - Services eCivis, Inc. - EC-PM-1	\$248.75	SLG	56	\$13,930.00
5	EC-PM-1-509	eCivis - Implementation Services - Hourly Grants Network - Single Sign On - Services (optional) eCivis, Inc. - EC-PM-1	\$248.75	SLG	18	\$4,477.50
NON-RECURRING ANNUAL FEE(S) SUBTOTAL:						\$18,407.50
6	DISCOUNT	GTY Loyalty Discount eCivis, Inc. - Discount	-\$5,200.00	SLG	1	-\$5,200.00
SUBTOTAL:						-\$5,200.00
SUBTOTAL:						\$84,947.50

GOVERNMENT - PRICE QUOTATION



CARASOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARASOFT.COM | ECIVIS@CARASOFT.COM

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
			TOTAL PRICE:		\$64,947.50
			TOTAL QUOTE:		\$64,947.50

Pricing valid through March 31st 2023
eCivis annual subscription is based on a 5-Year Term
eCivis will apply a 7% increase beginning in year 2

eCivis Annual fees
Year 1 is \$64,947.50
Year 2 is \$49,825.62
Year 3 is \$53,313.41
Year 4 is \$57,045.35
Year 5 is \$61,038.52
Total 5 year: \$286,170.40

Above pricing in US dollars
Applicable Taxes Extra
Pricing is not applicable in response to a formal RFP Process
Terms of Payment:

Software:
100% upon Contract Effective Date (Net 30)
Year 2 due 365 days from Contract Effective Date and annually thereafter
Professional Services:

100% upon Contract Effective Date (Net 30)
Additional Professional Services are available upon request at eCivis's then current hourly rate, currently set at \$250/hr

- Please include the following on your PO:
- PO made out to Carahsoft with our current address (11493 Sunset Hills Road, Suite 100, Reston, VA 20190)
 - Payment terms: Net30
 - Ship to and bill to address listed

11

OFFICE OF THE CITY ATTORNEY
7/23/24

ORDER AUTHORIZING MAYOR TO EXECUTE “PROJECT TECHNICAL ASSISTANCE AGREEMENT” FOR THE CITY TO RECEIVE TECHNICAL ASSISTANCE TO SUPPORT CITY INITIATIVES TO FURTHER RACIAL EQUALITY THROUGH THE CITY’S ROLE AS AN ISSUER OF MUNICIPAL BONDS.

WHEREAS, Third Sector New England, Inc. d/b/a TSNE (“TSNE”), at the recommendation of its fiscally sponsored organization, the Public Finance Initiative (“PFI”), has selected the City of Jackson to receive technical assistance to support the City’s initiatives to further racial equality through its role as an issuer of municipal bonds (the “Project”); and

WHEREAS, the Technical Assistance will be provided from July 15, 2024 to November 15, 2024 (the “Technical Assistance Period”), in connection with the Bond Markets and Racial Equity Project that TSNE and PFI are undertaking with the support of the Robert Wood Johnson Foundation; and

WHEREAS, TSNE has engaged PFM Financial Advisors LLC (“PFMFA”) and PFM Group Consulting LLC (“PFMG” and, together with PFMFA, “PFM”) to provide the Technical Assistance to Issuer in carrying out the Project; and

WHEREAS, PFM will collaborate with the City to determine the specific scope and expectations regarding the Technical Assistance activities to be provided by PFM to support the City and the Project; and

WHEREAS, the goal of the Project is to develop and to implement a work plan for the City to integrate racial equity criteria into public finance decision-making to leverage bond issuance to invest in neglected and marginalized communities; and

WHEREAS, The Technical Assistance is being made available by TSNE subject to the following terms and conditions:

1. The City is a duly and validly created and existing political subdivision or instrumentality of the State of Mississippi; has the power and authority to enter into this Technical Assistance Agreement; and the official who has signed this Technical Assistance Agreement on behalf of the City is duly authorized to do so. The City is exempt from taxation under the Internal Revenue Code by virtue of its status as a state or local governmental entity;
2. The City will submit one written report to TSNE regarding the Project, developed together with PFM. The report should describe:
 - The goals set for the Project during the Technical Assistance Period; and
 - Any progress or setbacks relative to these goals;
3. The City shall not assign any rights, duties, or obligations arising under this Technical Assistance Agreement without the prior written consent of TSNE. Any attempt to assign any rights, duties, or obligations under the Technical Assistance Agreement without the written consent of TSNE is null and void;

Agenda Item # 11
July 30, 2024
(Malembeka, Lumumba)

4. The City and TSNE acknowledge and agree that all of the services granted under this Technical Assistance Agreement are solely for educational purposes and the Issuer will be under no obligation to accept any services or assistance or to implement any advice provided under this Technical Assistance Agreement, or to adopt any suggested disclosure or marketing materials on connection with the Issuer's issuance of debt obligations;
5. Title to any and all intellectual property developed by the City pursuant to the Technical Assistance shall vest in City to be used in furtherance of the City's governmental purposes. The City hereby grants to TSNE and PFI a perpetual, non-exclusive, royalty-free, irrevocable license to any intellectual property developed using the Technical Assistance except for any information or materials containing non-public and/or confidential information as determined by the City at the City's sole discretion;
6. TSNE hereby discloses to the City, on behalf of itself and PFI, that, in connection with their role in engaging PFM to provide the Technical Assistance to Issuer, neither TSNE nor PFI is serving as a municipal advisor to the City with respect to municipal financial products or the issuance of municipal securities and neither TSNE nor PFI is subject to the fiduciary duty to municipal entities imposed on municipal advisors pursuant to the Securities Exchange Act of 1934, as amended (the "Act");
7. Issuer and PFMFA hereby acknowledge the timely receipt of such disclosure by TSNE, on behalf of itself and PFI. Issuer further represents and confirms, and PFMFA acknowledges, that PFMFA shall serve as an independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), to the City in connection with the Project and any municipal financial products or the issuance of any municipal securities related thereto, all as outlined in this Technical Assistance Agreement, and that the City is represented by, and shall rely on the advice of, PFMFA with respect to the Project and any municipal financial products or the issuance of any municipal securities related thereto as outlined in this Technical Assistance Agreement. PFMFA also confirms that it has provided the City with the disclosure required under Rule G-42 of the Municipal Securities Rulemaking Board to perform such municipal advisor services in connection with the Project, which disclosure is attached hereto as Exhibit A, and the City hereby acknowledges receipt of such disclosure, along with applicable provisions outlining the municipal advisory relationship between PFMFA and the City as required under Rule G-42 attached hereto as Exhibit B. The City and TSNE, on behalf of itself and PFI, acknowledge and agree that PFMFA is providing municipal advisory services with respect to municipal financial products or the issuance of municipal securities in connection with the Project only as specifically limited to those activities outlined in Exhibit C to this Technical Assistance Agreement, and is not serving in the capacity of municipal advisor with respect to any other municipal financial products or the issuance of municipal securities. If the City has an engagement with another independent municipal advisor which provides municipal advisory services to the City in connection with municipal financial products or the issuance of municipal securities, the City may, in its discretion and with prior notice to TSNE, PFI and PFM, engage

such municipal advisor to participate as another municipal advisor for the Project in addition to PFMFA. In the event the City chooses to engage another municipal advisor to provide municipal advisory services for the Project in addition to PFMFA, the terms of such engagement and any required disclosures associated with such engagement shall be addressed by and between the City and such other municipal advisor separate and apart from this Technical Assistance Agreement, and neither TSNE, PFI nor PFM shall have any responsibility with respect to such relationship and engagement;

8. This Technical Assistance Agreement is governed by, and is to be interpreted and enforced in accordance with, the laws of The State of Mississippi without giving effect to any choice of law or conflict of laws rules or provisions; and

WHEREAS, a copy of the Agreement, including Exhibits A through C, is attached to and incorporated into this Order.

IT IS HEREBY ORDERED that the Mayor is authorized to execute the "Project Technical Assistance Agreement," as well as any and all additional documents which may be necessary to receive the offered Technical Assistance.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING MAYOR TO EXECUTE "PROJECT TECHNICAL ASSISTANCE AGREEMENT" FOR THE CITY TO RECEIVE TECHNICAL ASSISTANCE TO SUPPORT CITY INITIATIVES TO FURTHER RACIAL EQUALITY THROUGH THE CITY'S ROLE AS AN ISSUER OF MUNICIPAL BONDS is legally sufficient for placement in NOVUS Agenda.



Drew M. Martin, *City Attorney*
Sondra Moncure, *Special Assistant* 



Date

PROJECT TECHNICAL ASSISTANCE AGREEMENT

Third Sector New England, Inc. d/b/a TSNE ("TSNE"), at the recommendation of its fiscally sponsored organization, the Public Finance Initiative ("PFI"), is pleased to notify City of Jackson ("Issuer"), that it has been selected to receive technical assistance (the "Technical Assistance") to support Issuer's initiatives to further racial equity through its role as an issuer of municipal bonds (the "Project"). The Technical Assistance will be provided from July 15, 2024 to November 15, 2024 (the "Technical Assistance Period"). The Technical Assistance is being provided in connection with the Bond Markets and Racial Equity Project that TSNE and PFI are undertaking with the support of the Robert Wood Johnson Foundation.

TSNE has engaged PFM Financial Advisors LLC ("PFMFA") and PFM Group Consulting LLC ("PFMG" and, together with PFMFA, "PFM") to provide the Technical Assistance to Issuer in carrying out the Project. The Issuer and PFM will collaborate to determine the specific scope and expectations regarding the Technical Assistance activities to be provided by PFM to support Issuer and the Project.

Project Description

Developing a Work Plan for the Issuer to Integrate Racial Equity Criteria into Public Finance Decision-Making, and Implementing that Scope of Work for the Project titled "Leveraging Bond Issuance to Invest in Neglected and Marginalized Communities"

Terms and Conditions

The Technical Assistance is being made available by TSNE subject to the following terms and conditions, all of which are confirmed and agreed to by Issuer:

1. Issuer is a duly and validly created and existing political subdivision or instrumentality of the State of Mississippi; Issuer has the power and authority to enter into this Technical Assistance Agreement; and the official who has signed this Technical Assistance Agreement on behalf of the Issuer is duly authorized to do so. The issuer is exempt from taxation under the Internal Revenue Code by virtue of its status as a state or local governmental entity.
2. Issuer will submit one written report to TSNE regarding the Project, developed together with PFM. The report should describe:
 - The goals set for the Project during the Technical Assistance Period; and
 - Any progress or setbacks relative to these goals.
3. Issuer shall not assign any rights, duties, or obligations arising under this Technical Assistance Agreement without the prior written consent of TSNE. Any attempt to assign any rights, duties, or obligations under the Technical Assistance Agreement without the written consent of TSNE is null and void.

4. The Issuer and TSNE acknowledge and agree that all of the services granted under this Technical Assistance Agreement are solely for educational purposes and the Issuer will be under no obligation to accept any services or assistance or to implement any advice provided under this Technical Assistance Agreement, or to adopt any suggested disclosure or marketing materials on connection with the Issuer's issuance of debt obligations.
5. Title to any and all intellectual property developed by Issuer pursuant to the Technical Assistance shall vest in Issuer to be used in furtherance of Issuer's governmental purposes. Issuer hereby grants to TSNE and PFI a perpetual, non-exclusive, royalty-free, irrevocable license to any intellectual property developed using the Technical Assistance except for any information or materials containing non-public and/or confidential information as determined by the Issuer at the Issuer's sole discretion.
6. TSNE hereby discloses to Issuer, on behalf of itself and PFI, that, in connection with their role in engaging PFM to provide the Technical Assistance to Issuer, neither TSNE nor PFI is serving as a municipal advisor to the Issuer with respect to municipal financial products or the issuance of municipal securities and neither TSNE nor PFI is subject to the fiduciary duty to municipal entities imposed on municipal advisors pursuant to the Securities Exchange Act of 1934, as amended (the "Act").
7. Issuer and PFMFA hereby acknowledge the timely receipt of such disclosure by TSNE, on behalf of itself and PFI. Issuer further represents and confirms, and PFMFA acknowledges, that PFMFA shall serve as an independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), to Issuer in connection with the Project and any municipal financial products or the issuance of any municipal securities related thereto, all as outlined in this Technical Assistance Agreement, and that Issuer is represented by, and shall rely on the advice of, PFMFA with respect to the Project and any municipal financial products or the issuance of any municipal securities related thereto as outlined in this Technical Assistance Agreement. PFMFA also confirms that it has provided Issuer with the disclosure required under Rule G-42 of the Municipal Securities Rulemaking Board to perform such municipal advisor services in connection with the Project, which disclosure is attached hereto as Exhibit A, and Issuer hereby acknowledges receipt of such disclosure, along with applicable provisions outlining the municipal advisory relationship between PFMFA and Issuer as required under Rule G-42 attached hereto as Exhibit B. Issuer and TSNE, on behalf of itself and PFI, acknowledge and agree that PFMFA is providing municipal advisory services with respect to municipal financial products or the issuance of municipal securities in connection with the Project only as specifically limited to those activities outlined in Exhibit C to this Technical Assistance Agreement, and is not serving in the capacity of municipal advisor with respect to any other municipal financial products or the issuance of municipal securities. If Issuer has an engagement with another independent municipal advisor which provides municipal advisory services to Issuer in connection with municipal financial products or the issuance of municipal securities, Issuer may, in its discretion and with prior notice to TSNE, PFI and PFM, engage such municipal advisor to participate as another municipal advisor for the Project in addition to PFMFA. In the event Issuer chooses to engage another municipal advisor to provide municipal advisory services for the Project in addition to PFMFA, the terms of such engagement and any required disclosures associated with such engagement shall be addressed by and between Issuer and such other municipal advisor separate and apart from this Technical Assistance Agreement, and neither TSNE, PFI nor PFM shall have any responsibility with respect to such relationship and engagement.

8. This Technical Assistance Agreement is governed by, and is to be interpreted and enforced in accordance with, the laws of The State of Mississippi without giving effect to any choice of law or conflict of laws rules or provisions.

Upon receipt of a fully executed copy of this Technical Assistance Agreement, TSNE shall make available the Technical Assistance to Issuer in accordance with the terms of this Technical Assistance Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, TSNE and Issuer have signed and sworn to this Technical Assistance Agreement, effective as of July 15, 2024.

**THIRD SECTOR NEW ENGLAND, INC. D/B/A
TSNE**

By: _____
[Name]
[Title]

City of Jackson, as Issuer

By: _____
Chokwe Antar Lumumba
Mayor

IN WITNESS WHEREOF, PFM hereby acknowledges its commitment to provide the Technical Assistance to Issuer to support the Project as described in this Technical Assistance Agreement, effective as of July 15, 2024.

PFM FINANCIAL ADVISORS LLC

By: _____
Chuck Matthews
Managing Director

PFM GROUP CONSULTING LLC

By: _____
Matthew Stitt
Managing Director

IN WITNESS WHEREOF, PFMFA hereby acknowledges that it shall serve as an independent registered municipal advisor to Issuer in connection with the Project as described in paragraph 6 and Exhibit A of this Technical Assistance Agreement, effective as of July 15, 2024.

PFM FINANCIAL ADVISORS LLC

By: _____
Chuck Matthews
Managing Director

EXHIBIT A

MSRB Rule G-42 Disclosure

To our knowledge, following reasonable inquiry, we make the additional disclosure(s) of actual or potential conflicts of interest cited below in connection with the municipal advisory services currently being contemplated for client.

PFMFA is engaged by Third Sector New England, Inc., on behalf of itself and its fiscally sponsored organization Public Finance Initiative (“PFI”), to provide planning, strategic advice, policy development, technical assistance and other services related to the Bond Markets and Racial Equity Project (the “Project”). PFMFA is engaged by PFI to provide financial advisory services in connection with the Project to The City of Chicago (the “Issuer”) pursuant to this Project Technical Assistance Agreement. This situation may present a potential conflict of interest if our duty owed to PFI and our duty owed to the Issuer represent competing interests. Accordingly, we mitigate this conflict of interest by disclosing it to each of PFI and the Issuer and requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client’s needs, objectives and financial circumstances.

EXHIBIT B

MSRB Rule G-42 Municipal Advisory Relationship Required Provisions

Registered Municipal Advisor: PFM Financial Advisors LLC (“PFMFA”) is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2.

The current term of PFMFA’s agreement with TSNE is through December 31, 2024 and may not be amended or modified except in writing signed by both parties.

Compensation: In addition to providing the Technical Assistance, under separate agreement, TSNE has engaged and will compensate PFMFA for services provided to Issuer related to the Project.

EXHIBIT C

PFM Scope of Work

- Participate in, and attend upon request, working sessions with PFI and other Project team members.
- Provide technical assistance to the Issuers participating in the Municipal Bond Markets & Racial Equity Project Program. Such technical assistance will be agreed upon by PFM, PFI and the issuers will include developing a targeted scope of work to carry out the Issuer's goals, and may include any of the following:
 - Assist the issuer(s), along with the issuer's bond counsel, in developing new or enhancing existing primary and secondary market disclosure related to racial equity. This work could include, but is not limited to, the incorporation of the output of the various tools associated with the Framework.
 - Assist the issuer(s) in utilizing the metrics library (as referenced in the Framework), including evaluating appropriate metrics, assisting with calculations, and advising regarding reporting on metrics.
 - Assist the issuer(s), in analyzing potential racial equity risk factors and potential impact factors associated with bond financed project(s) and/or across the issuer as a whole. Advise the issuer(s) regarding the communication of risk and/or impact factors to key stakeholders, such as investors.
 - Other mutually agreed upon services, upon request.
- Document and report on findings and lessons learned from pilot cohort to better inform any revisions to the Framework. Conduct continuing and evolving promising practices research to continue to enhance technical assistance and cohort offerings.
- Upon request and agreement of PFM regarding availability and content, assist in meetings, webinars, conferences and other opportunities to provide broad market education regarding the Framework.

12

OFFICE OF THE CLERK
6-18-24

ORDER AUTHORIZING THE CITY OF JACKSON TO PAY ARMSTRONG TRANSFER & STORAGE CO. TO RELOCATE JACKSON POLICE DEPARTMENT PRECINCT FOUR FROM 5080 PARKWAY DRIVE, JACKSON MS, 39211

WHEREAS, The City of Jackson Police Department Police Precinct Four is currently located at 5080 Parkway Drive, Jackson, MS, 39211; and

WHEREAS, On February 27, 2024, The Jackson City Council approved the termination of the lease and the payment of the lease termination fee of \$2,000.00 at 5080 Parkway Drive, Jackson, MS 39211; and

WHEREAS, Termination of the lease requires that the location at 5080 Parkway Drive, Jackson, MS, 39211 be vacated by August 31, 2024; and

WHEREAS, The Jackson Police Department Precinct Four is seeking to relocate to 5469 Interstate 55 North Frontage Road, Jackson, MS 39206; and

WHEREAS, Armstrong Transfer & Storage Co. submitted a quote to provide relocation services for The City of Jackson Police Department Precinct Four in the amount of \$7,550.00; and

WHEREAS, The City of Jackson Police Department desires to accept this quote from Armstrong Transfer & Storage Co. for relocation services of Precinct Four in the amount of \$7,550.00

IT IS HEREBY ORDERED that the quote provided by Armstrong Transfer & Storage Co. in the amount not to exceed \$7,550.00 to provide relocation services for The City of Jackson Police Department Precinct Four from 5080 Parkway Drive, Jackson, MS be accepted.

APPROVED FOR AGENDA:

Agenda Item # 12
July 30, 2024
(Wade, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

June 3, 2024

DATE

POINTS		COMMENTS							
1.	Brief Description/Purpose	ORDER AUTHORIZING THE CITY OF JACKSON TO PAY ARMSTRONG TRANSFER & STORAGE CO. TO RELOCATE JACKSON POLICE DEPARTMENT PRECINCT FOUR FROM 5080 PARKWAY DRIVE, JACKSON MS, 39211							
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	CHANGES IN CITY GOVERNMENT							
3.	Who will be affected	JACKSON POLICE DEPARTMENT, CITY JACKSON							
4.	Benefits	STRATEGIC RELOCATION OF PRECINCT FOUR							
5.	Schedule (beginning date)	UPON COUNCIL APPROVAL							
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	WARDS ONE AND TWO CITYWIDE N/A							
7.	Action implemented by: ▪ City Department ▪ Consultant	JACKSON POLICE DEPARTMENT							
8.	COST	\$7,550.00							
9.	Source of Funding ▪ General Fund X ▪ Grant ▪ Bond ▪ Other	Account # 001.442.20.6419							
10.	EBO participation	ABE	_____ %	WAIVER	yes	no	_____	N/A	_____
		AABE	_____ %	WAIVER	yes	no	_____	N/A	_____
		WBE	_____ %	WAIVER	yes	no	_____	N/A	_____
		HBE	_____ %	WAIVER	yes	no	_____	N/A	_____
		NABE	_____ %	WAIVER	yes	no	_____	N/A	_____



Assistant Chief of Police
Vincent Grizzell

JACKSON POLICE DEPARTMENT
Chief of Police Joseph Wade

Assistant Chief of Police
Wendell Watts

Memorandum

To: Chokwe Antar Lumumba, Mayor

From: Joseph Wade, Chief of Police 

Date: Monday, June 3, 2024

Re: Agenda Item Accepting Armstrong Relocation Services Quote for Relocation of Precinct Four

I am submitting an agenda item for approval to accept the quote provided by Armstrong Transfer & Storage Co., DBA Armstrong Relocation, to move Precinct Four from 5080 Parkway Drive, Jackson, MS, 39211 to 5469 Interstate 55 North Frontage Road Jackson, MS 39206. The cost of the relocation is not to exceed the quoted amount of \$7,550.00.



ARMSTRONG TRANSFER & STORAGE CO., INC.

User Actions

[View Filed Documents](#) [Opt-in or Opt-out of Email updates](#) [Print Business Details](#)

Filed Documents X		
Type	Filed Date	Document
Amendment Form	12/31/1996 12:00 AM	View Image

Name History

Name	Name Type
ARMSTRONG TRANSFER & STORAGE CO., INC.	Legal

Business Information

Business Type:	Profit Corporation
Business ID:	524911
Status:	
Effective Date:	09/19/1985
State of Incorporation:	Mississippi
Principal Office Address:	1223 HWY 51 N MADISON, MS 39110

Registered Agent

Name
[FRED W JOHNSON JR](#)
775 WOODLANDS PKWY #100
RIDGELAND, MS 39157

Officers & Directors

Name	Title
J T WATSON	Director, Vice President
WILLIAM R HOPPER	President
DAVID A DANIEL	Director, Treasurer
C H SPRINGER	Director, Secretary



Estimate #8579

Date: 5/1/2024

Bill To

Chloe' Dotson
The City of Jackson, MS
200 South President Street
Jackson MS 39201
United States

TOTAL

\$7,550.00

Expires: 8/31/2024

Origin Information

Jackson Police Department Pct 4
5080 Parkway Dr
JACKSON MS
39211

Destination Information

Jackson Police Department Pct 4
5469 Interstate 55 North Frontage Rd
JACKSON MS
39206

General Information

Sales Rep:
John Abel

Item	Qty	Rate	Amount
Business Labor & Vehicles	1		\$7,550.00
		Subtotal	\$7,550.00
		Discount	
		Total	\$7,550.00

Signature

Date:

Customer PO:

Memo:

DISCLAIMER: A surcharge will be assessed at time of payment if payment is made using a card.

Jackson



8579

Jackson Police Dept
Precinct 4

L desk	2
Desk	11
Chair	72
Credenza	2
Hutch	2
LF	2
VF	12
Table	40
Sofa	1
Fridge	2
Micro	2
Misc	15
Conf table	2
Recliner	2
Bookcase	2
Armoire	1


Truck	\$1,050.00
Driver	\$1,050.00
4 movers	\$3,600.00
1 project manager	\$1,500.00
Fuel	\$100.00
Boxes and materials	\$250.00
Total	\$7,550.00

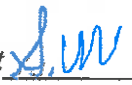

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE CITY OF JACKSON TO PAY ARMSTRONG TRANSFER & STORAGE CO. TO RELOCATE JACKSON POLICE DEPARTMENT PRECINCT FOUR FROM 5080 PARKWAY DRIVE, JACKSON MS, 39211 is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant 
Bridgett Morgan, Deputy City Attorney 



Date

OFFICE OF THE CITY ATTORNEY
Ben C
6/25/21

13

OFFICE OF THE CITY CLERK
2024 JUL 23 10:43 AM
CITY OF KANSAS CITY, MISSOURI

ORDER APPROVING PROFESSIONAL GYMNASIUM FLOOR MAINTENANCE SERVICES AND AUTHORIZING PAYMENT TO SPORTS FLOORS, INC., FOR PROVIDING SAID SERVICES AT KURTS GYMNASIUM AND WESTSIDE GYMNASIUM. (MUHAMMAD, LUMUMBA)

WHEREAS, Sports Floors, Inc., an active vendor with the City (vendor #73507), provided quotes for the provision of gymnasium floor maintenance services for gymnasium floors located at Kurts Gymnasium and Westside Gymnasium; and

WHEREAS, the quote prepared for Kurts Gymnasium encompasses the following maintenance services that will be performed once per year for the next three (3) years for a yearly price of Two Thousand Three Hundred Eighteen Dollars and Five Cents (\$2,318.05): screen and recoat the five thousand five hundred and twenty (5,520) square foot gymnasium floor; tack the floor clean; and apply one (1) coat of MFMA approved oil-based gym finish; and

WHEREAS, the terms of payment for the above-described professional services to be performed at Kurts Gymnasium are as follows: Sports Floors will submit invoices for payment showing the percentage of completion of various portions of the work as broken down by Sports Floors and presented to the City. Most Projects will be invoiced incrementally (60%, 35%, & 5%) with smaller Projects having one initial total invoice. The City will pay Sports Floors upon receipt of the invoice. Some Projects may require the issuance of payment to multiple vendors, but at no point will the total of these payments exceed the Contract amount, nor will they decrease the Contract amount; and

WHEREAS, the quote prepared for Westside Gymnasium encompasses the following: exploratory demolition; remove a 10' x 10' area below the west basketball hoop to the west wall; and remove the floor system in this area until the subfloor is determined dry, assisting Sports Floors in determining what was damaged and what needs to be replaced due to water damage for a total price of One Thousand Six Hundred Seventy-One Dollars and Sixty-Seven Cents (\$1,671.67); and

WHEREAS, the terms of payment for the above-described professional services to be performed at Westside Gymnasium are as follows: Sports Floors will submit invoices for payment showing the percentage of completion of various portions of the work as broken down by Sports Floors and presented to the City. Most Projects will be invoiced incrementally (60%, 35%, & 5%) with smaller Projects having one initial total invoice. The City will pay Sports Floors upon receipt of the invoice. Some Projects may require the issuance of payment to multiple vendors, but at no point will the total of these payments exceed the Contract amount, nor will they decrease the Contract amount; and

WHEREAS, the Parks and Recreation Department seeks approval of Sports Floors' proposed professional services detailed in the two quotes discussed above and requests permission to make payments to Sports Floors pursuant to the terms of the quotes for maintenance services for Kurts

Agenda Item # 13
July 30, 2024
(Muhammad, Lumumba)

Gymnasium and for the exploratory demolition to be performed at the Westside Gymnasium to be paid from account number 005.501.26-6419; and

WHEREAS, it is in the best interests of the City that Sports Floors' professional gymnasium maintenance quotes discussed above be accepted so that the City can ensure the safety and long-term use of the Kurts and Westside Gymnasiums gym floors.

IT IS THEREFORE ORDERED that the above-described quotes provided by Sports Floors are approved and payment for the provision of said services is authorized pursuant to the terms of the quotes.

IT IS FURTHER ORDERED that payment for these services shall be made to Sports Floors from account number 005.501.26-6419 and shall be promptly paid to Sports Floors upon the City's receipt of invoices that comply with the terms of Sports Floors' quotes.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any agreements and/or documents to effectuate this order.

(MUHAMMAD, LUMUMBA)

Item No.: _____ **Date:** _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: July 1, 2024

P O I N T S		C O M M E N T S																																													
1.	Brief Description	Order ratifying services performed and payment to Sports Floors, Inc. for providing floor maintenance to gym floors located at Kurt's Gymnasium and Westside Gymnasium in the amount of Three Thousand Nine Hundred Eighty-Nine Dollars and Seventy-Two Cents (\$3,989.72)																																													
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Youth & Education Neighborhood Enhancement Quality of Life																																													
3.	Who will be affected	Department of Parks and Recreation Athletics Division																																													
4.	Benefits	Allows the department to meet the demands and goals of the City of Jackson, while providing opportunities for the youth within the City and surrounding areas.																																													
5.	Schedule (beginning date)	Upon Council Approval																																													
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide																																													
7.	Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	Department of Parks & Recreation																																													
8.	COST	Three Thousand Nine Hundred Eighty-Nine Dollars and Seventy-Two Cents (\$3,989.72)																																													
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	Account No. 005.501.26-6419																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	✓	N/A	✓	AABE	_____ %	WAIVER	yes	___	no	✓	N/A	✓	WBE	_____ %	WAIVER	yes	___	no	✓	N/A	✓	HBE	_____ %	WAIVER	yes	___	no	✓	N/A	✓	NABE	_____ %	WAIVER	yes	___	no	✓	N/A	✓
ABE	_____ %	WAIVER	yes	___	no	✓	N/A	✓																																							
AABE	_____ %	WAIVER	yes	___	no	✓	N/A	✓																																							
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HBE	_____ %	WAIVER	yes	___	no	✓	N/A	✓																																							
NABE	_____ %	WAIVER	yes	___	no	✓	N/A	✓																																							

Parks & Recreation Department
633 North State Street, 5th Floor
P O Box 17
Jackson, MS 39205-00173
601-960-0471 (Office)
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

TO: Mayor Lumumba
FROM: Abram Muhammad, Director
Department of Parks and Recreation
Date: July 1, 2024
RE: Agenda Item Request-Sports Floors, Inc.

This memorandum is to provide account information for the requested professional services and payment to Sports Floors, Inc., vendor no. 73507 for professional services at Kurt's and Westside Gymnasium for floor repairs from normal usage and water damage.

IT IS REQUESTED, that the 3-year service agreement for Kurt's Gymnasium in the amount of \$2,318.05 be accepted, approved, and ratified; and

IT IS REQUESTED, that future services for the Kurt's and Westside Gymnasium repairs and maintenance of the floors be approved and the payments be ratified; and

IT IS REQUESTED, that an Order for the above-described professional services with Sports Floors, Inc., for providing professional services at Kurt's and Westside Gymnasium be ratified and that a payment in the amount of (\$3,989.72) be approved and made to Sports Floors, Inc. from account 005.501.26-6419.

1. (\$1,671.67) to be ratified from 005.501.26-6419 for Westside Gymnasium
2. (\$2,318.05) to be ratified from account no. 005-501.26-6419 for Kurt's Gymnasium

IT IS FURTHER REQUESTED, that the future professional services from Sports Floors, Inc., vendor no. 73507; be ratified for services and payments, which will be

made from the Parks and Recreation Department -Other Professional Services categories.

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.
AM/js



SPORTS FLOORS INC.

A W O M A N O W N E D C O M P A N Y

June 27, 2024

MS Contractor's License #: 24534-SC

To: Charles Melvin

BUILDING: Westside Gym
LOCATION: Jackson, MS

We propose to furnish materials and labor for the above-mentioned building as follows:

EXPLORATORY DEMO- Gymnasium (approx. 100 sq ft)

- Remove a 10' x 10' Area Below the West Basketball Hoop to the West Wall
- Remove Floor System in this Area until the Subfloor is Determined Dry
- This will help Sports Floors, Inc Determine What Needs to be Replaced from the Water Damage

PRICE: \$1,671.67

UNDER NO CIRCUMSTANCES SHOULD TAPE BE USED ON A WOOD FLOOR!!!

TERMS & CONDITIONS (Revised 5/2021)

Contractor's scope of work and Contract price specifically EXCLUDES, but is not limited to: placement of concrete substrate into tolerance per manufacturer's specifications, patching or leveling; any additional game lines, lettering, logos, or court markings, not listed above or custom paint colors/stains; vector and font files required for all graphics elements; furnishing or installing volleyball equipment including floor sleeves and cover plates; furnishing electrical service for powered equipment or installation of electrical floor boxes or cover plates; thresholds, or transitions; stage trim, nosing, stair treads, risers, fescs, or wood base; handling of bleachers, furniture or equipment; dust protection above 4' from floor level; handling or adjusting backstops or goals; any protection or cleaning of finished work of others; taxes not set forth above.

- 1. Terms of Payment:** For all services and work performed by Contractor, Owner will pay Contractor the contract price spelled out above ("PRICE"). Due to market volatility, the Contract Price is valid only for 7 days and shall expire unless Owner executes and returns this proposal within the time frame. Contractor will submit to Owner, an invoice for payment showing the percentage of completion of various portions of the work as broken down by Contractor and presented to Owner. Most Projects will be invoiced incrementally (60%, 35% & 5%) with smaller Projects having one initial total invoice. Owner will pay Contractor upon receipt of invoice. Some projects may require Owner to issue checks to multiple vendors, at no point will the total of these checks exceed the Contract amount, nor will they decrease the Contract amount.
- 2. Final Payment:** The final payment will be due upon receipt of an invoice once substantial completion of the Project has been achieved. If corrective or repair work of a minor nature remains to be accomplished by Contractor and after the Project is ready for use or occupancy, Contractor will perform such work expeditiously and Owner will not withhold payment pending the completion of such punchlist work. Back charges or deductions from final payment of the contract price and/or against Contractor's account for services rendered by others shall not be accepted by Contractor without prior written authorization from Contractor for such services.
- 3. Extra Work:** Should Owner direct any deletion, modification, or addition to the work covered by this Contract, the cost shall be added to or deducted from the Contract Price. Payments for extra work will be made as extra work progresses, concurrently with progress payments. Orders for extra work shall be made in writing by Owner, with the price agreed to by Contractor in advance. Contractor shall be entitled to be paid for any and all extra work directed by Owner or Owner's agents, whether the extra work order is reduced to writing or not. Extra Work includes the site not being ready when scheduled and items not completed by Owner prior to arrival.
- 4. Rebuttal:** If Owner should default in any of its obligations under this Contract, Contractor may recover, as damages, either the reasonable value of the work performed by Contractor plus all earned and unearned fees and/or profit, or the balance of the contract price plus any other damages sustained as a result of Owner's default, including, but not limited to attorney's fees, litigation costs and all costs incurred as a result of having to take action to collect this account. If a multi-year service contract is for any reason canceled, the Owner will be invoiced the difference between the discounted multi-year rate and the one-year rate for each year work was performed.
- 5. Concealed, Hidden and Differing Site Conditions:** If Contractor should encounter concealed or hidden conditions or differing site conditions that were not reasonably anticipated by Contractor, Contractor will promptly call such conditions to the attention of Owner, and the contract price shall be accordingly adjusted for such Extra Work as necessary.
- 6. General Conditions:** Sports Floors, Inc. maintains the rights to use photographs, plans and renderings of this project in its marketing materials. As part of our Quality Control program, access to the Facility's wireless internet system may be requested to monitor the progress and performance of the Floors systems. Monitoring devices may be installed for periodic measurement and observation which may require a wireless internet connection. Facility shall provide any password or security key required. Sports Floors, Inc. may place a small informational decal containing care & maintenance instructions in a discreet location.
- 7. Warranty Restrictions:** In order for warranty to remain in full effect, reasonable care and conditions within the floor and its facility must be properly maintained. This includes, without limitation, following MFMA (Maple Flooring Manufacturer's Association) and Sports Floors, Inc. & manufacturer's guidelines as follows. Not following these guidelines WILL void warranty. Sweep the floor daily with a properly treated dust mop to keep it free from dust, grit, and abrasive particles. The Owner MUST use products recommended by Sports Floors, Inc. use of any other chemicals WILL void the warranty. The heating/ventilating/air condition system must be functioning properly and set to maintain indoor relative humidity of 35-50%. Never shut down the ventilation system in your facility for a period of time longer than 24 hours. Check expansion rows regularly for expansion and contraction and report excessive shrinkage or tightening to Contractor; if you notice joint separation, report to Contractor immediately. Keep water off the floor surface, especially during inclement weather and at exterior doorways. Never clean your floor using damp mopping, scrubbing machinery or power scrubbers, especially ones that use water. Always protect the floor. Spills and any moisture on the floor must be removed immediately. Remove scuff marks with an approved floor cleaner compatible with the floor finish. Use a non-abrasive soft cloth or a dust mop. Contact your Contractor for approved cleaning products. Usage of tape of any kind is not permitted! A light-colored tempera paint may be applied and washed off within a reasonable amount of time with water. Before any rolling loads (bleachers, stages, lifts, etc.) are on the floor, check with Contractor for performance and safety issues. A minimum of 3/4" CDX plywood must be laid on floor first as unprotected boards may crack. You MUST check with Contractor as rolling loads and blocking vary by floor. Any work performed on floor by companies other than Sports Floors, Inc. shall void warranty immediately. We will not be held responsible for moisture migration or moisture-related problems.

Accepted: _____

By: Paulette S. Henry

Title: _____

Title: President

Date: _____

Date: 6/27/2024



SPORTS FLOORS INC.

A W O M A N O W N E D C O M P A N Y

June 27, 2024

MS Contractor's License # 21534-SC

To: Charles Melvin

BUILDING: Kurts Gymnasium
LOCATION: Jackson, MS

We propose to furnish materials and labor for the above-mentioned building as follows:

OPTION 1- ONE YEAR PRICE

SCREEN AND RECOAT- Gymnasium (approx. 5,520 sq ft)

- Screen the gym floor
- Tack the Floor clean
- Apply One (1) Coat of MFMA Approved Oil-Based Gym Finish

PRICE: \$2,474.58 (Place a checkmark in this field to select)

OPTION 2- 3 YEAR PRICE

SCREEN AND RECOAT- Gymnasium (approx. 5,520 sq ft)

- Screen the gym floor
- Tack the Floor clean
- Apply One (1) Coat of MFMA Approved Oil-Based Gym Finish

PRICE: \$2,318.05 each year for three years (Place a checkmark in this field to select)

UNDER NO CIRCUMSTANCES SHOULD TAPE BE USED ON A WOOD FLOOR!!!

TERMS & CONDITIONS (Revised 5/2021)

Contractor's scope of work and Contract price specifically EXCLUDES, but is not limited to: placement of concrete substrate into tolerance per manufacturer's specifications, patching or leveling; any additional game lines, lettering, logos, or court markings, not listed above or custom paint colors/stains; vector and font files required for all graphics elements; furnishing or installing volleyball equipment including floor sleeves and cover plates; furnishing electrical service for powered equipment or installation of electrical floor boxes or cover plates; thresholds, or transitional slage trim, nosing, stair treads, risers, facis, or wood base; handling of bleachers, furniture or equipment; start protection above 4' from floor level; handling or adjusting backstops or goals; any protection or cleaning of finished work of others; taxes not set forth above.

- 1. Terms of Payment:** For all services and work performed by Contractor, Owner will pay Contractor the contract price spelled out above ("PRICE"). Due to market volatility, the Contract Price is valid only for 7 days and shall expire unless Owner executes and returns this proposal within the time frame. Contractor will submit to Owner, an invoice for payment showing the percentage of completion of various portions of the work as broken down by Contractor and presented to Owner. Most Projects will be invoiced incrementally (60%, 35% & 5%) with smaller Projects having one initial total invoice. Owner will pay Contractor upon receipt of invoice. Some projects may require Owner to issue checks to multiple vendors, at no point will the total of these checks exceed the Contract amount, nor will they decrease the Contract amount.
- 2. Final Payment:** The final payment will be due upon receipt of an invoice once substantial completion of the Project has been achieved. If corrective or repair work of a minor nature remains to be accomplished by Contractor and after the Project is ready for use or occupancy, Contractor will perform such work expeditiously and Owner will not withhold payment pending the completion of such punchlist work. Back charges or deductions from final payment of the contract price and/or against Contractor's account for services rendered by others shall not be accepted by Contractor without prior written authorization from Contractor for such services.
- 3. Extra Work:** Should Owner direct any deletion, modification, or addition to the work covered by this Contract, the cost shall be added to or deducted from the Contract Price. Payments for extra work will be made as extra work progresses, concurrently with progress payments. Orders for extra work shall be made in writing by Owner, with the price agreed to by Contractor in advance. Contractor shall be entitled to be paid for any and all extra work directed by Owner or Owner's agents, whether the extra work order is reduced to writing or not. Extra Work includes the site not being ready when scheduled and items not completed by Owner prior to arrival.
- 4. Default:** If Owner should default in any of its obligations under this Contract, Contractor may recover, as damages, either the reasonable value of the work performed by Contractor plus all earned and unearned fees and/or profit, or the balance of the contract price plus any other damages sustained as a result of Owner's default, including, but not limited to attorney's fees, litigation costs and all costs incurred as a result of having to take action to collect this account. If a multi-year service contract is for any reason canceled, the Owner will be invoiced the difference between the discounted multi-year rate and the one-year rate for each year work was performed.
- 5. Concealed, Hidden and Differing Site Conditions:** If Contractor should encounter concealed or hidden conditions or differing site conditions that were not reasonably anticipated by Contractor, Contractor will promptly call such conditions to the attention of Owner, and the contract price shall be accordingly adjusted for such Extra Work as necessary.
- 6. General Conditions:** Sports Floors, Inc. maintains the rights to use photographs, plans and renderings of this project in its marketing materials. As part of our Quality Control program, access to the Facility's wireless internet system may be requested to monitor the progress and performance of the floors systems. Monitoring devices may be installed for periodic measurement and observation which may require a wireless internet connection. Facility shall provide any password or security key required. Sports Floors, Inc. may place a small informational decal containing care & maintenance instructions in a discrete location.
- 7. Warranty Restrictions:** In order for warranty to remain in full effect, reasonable care and conditions within the floor and its facility must be properly maintained. This includes, without limitation, following MFMA (Maple Flooring Manufacturers' Association) and Sports Floors, Inc. B manufacturer's guidelines as follows. Not following these guidelines will void warranty. Sweep the floor daily with a properly treated dust mop to keep it free from dust, grit and abrasive particles. The Owner MUST use products recommended by Sports Floors, Inc. use of any other chemicals WILL void the warranty. The heating/ventilating/air condition system must be functioning properly and set to maintain indoor relative humidity of 35-50%. Never shut down the ventilation system in your facility for a period of time longer than 24 hours. Check expansion rows regularly for expansion and contraction and report excessive shrinkage or tightening to Contractor. If you notice joint separation, report to Contractor immediately. Keep water off the floor surface, especially during inclement weather and at exterior doorways. Never clean your floor using damp mopping, scrubbing machinery or power scrubbers, especially ones that use water. Always protect the floor. Spills and any moisture on the floor must be removed immediately. Remove scuff marks with an approved floor cleaner compatible with the floor finish. Use a non-abrasive soft cloth or a dust mop. Contact your Contractor for approved cleaning products. Usage of tape of any kind (e not permitted!) A light-colored tamper paint may be applied and washed off within a reasonable amount of time with water. Before any rolling loads (bleachers, stages, lifts, etc.) are on the floor, check with Contractor for performance and safety issues. A minimum of 3/4" CDX plywood must be laid on floor first as unprotected boards may crack. You MUST check with Contractor as rolling loads and blocking vary by floor. Any work performed on floor by companies other than Sports Floors, Inc. shall void warranty immediately. We will not be held responsible for moisture migration or moisture-related problems.

SPORTS FLOORS, INC.

Accepted: _____

By: Paulette S. Honey

Title: _____

Title: President

Date: _____

Date: 6/27/2024

www.sportsfloors.com

901-452-9492 Headquarters Office



**The City of Jackson
Department of Parks
and Recreation**

MEMO

TO: JAQUELINE SPEARS, SECRETARY
FROM: SHANNON V. AMOS, BUDGET INVESTMENT SUPERVISOR
DATE: JUNE 27, 2024
CC: ABRAM MUHAMMAD, DIRECTOR
JAMES CRUMP, DEPUTY DIRECTOR
DEPARTMENT OF PARKS AND RECREATION
SUBJECT: AGENDA ITEM REQUEST - SPORTS FLOORS, INC

This memorandum is to provide account information for the requested professional services and payment to Sports Floors, Inc., vendor no. 73507 for professional services at Kurt's and Westside Gymnasium for floor repairs from normal usage and water damage.

IT IS REQUESTED, that the 3-year service agreement for Kurt's Gymnasium in the amount of \$2,318.05 be accepted, approved, and ratified; and

IT IS REQUESTED, that future services for the Kurt's and Westside Gymnasium repairs and maintenance of the floors be approved and the payments be ratified; and

IT IS REQUESTED, that an Order for the above-described professional services with Sports Floors, Inc., for providing professional services at Kurt's and Westside Gymnasium be ratified and that a payment in the amount of (\$3,989.72) be approved and made to Sports Floors, Inc. from account 005.501.26-6419.

1. (\$1,671.67) to be ratified from 005.501.26-6419 for Westside Gymnasium
2. (\$2,318.05) to be ratified from account no. 005-501.26-6419 for Kurt's Gymnasium

IT IS FURTHER REQUESTED, that the future professional services from Sports Floors, Inc., vendor no. 73507; be ratified for services and payments, which will be made from the Parks and Recreation Department -Other Professional Services categories.

Thank you,

Shannon V. Amos

Budget Investment Supervisor

Licensed

THE DAVIS ROBINSON GROUP INC.

24534-SC

Address 6651 REESE ROAD
MEMPHIS, TN 38133

Phone 901-452-9492

Fax

Expiration 10/20/2024

Minority No

First Issue 10/20/2021

Status Licensed

Classification	Class(es)	Qualifying Name
ATHLETIC FIELDS/GOLF COURSES		DAN HENEY
FLOOR COVERING		DAN HENEY

Name	Officers	Title
PAULETTE HENEY		PRESIDENT

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER APPROVING PROFESSIONAL GYMNASIUM FLOOR MAINTENANCE SERVICES AND AUTHORIZING PAYMENT TO SPORTS FLOORS, INC., FOR PROVIDING SAID SERVICES AT KURTS GYMNASIUM AND WESTSIDE GYMNASIUM is legally sufficient for placement in NOVUS Agenda.

Drew Martin

Drew Martin, City Attorney

Sondra Moncure, Special Assistant *S.M.*

Justin Powell, Deputy City Attorney *JP 7/3/24*

7/19/24

Date

14

OFFICE OF THE CITY ATTORNEY
7-8-24

ORDER RATIFYING PREVIOUSLY PERFORMED PROFESSIONAL WEBSITE SERVICES AND AUTHORIZING PAYMENT TO ALTER ECO DESIGNS & CONSULTING, LLC, (ALTER ECO) FOR SERVICES PERFORMED FOR THE JACKSON ZOO AND APPROVING FUTURE PROFESSIONAL WEBSITE SERVICES AND AUTHORIZING PAYMENTS TO ALTER ECO IN AN AMOUNT NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00). (MUHAMMAD, LUMUMBA)

WHEREAS, the Jackson Zoo uses its website to attract patrons, to inform the public of upcoming events, and to advertise its various attractions; and

WHEREAS, the Jackson Zoo has utilized the services of Alter Eco to design, maintain, and update the Jackson Zoo’s website. Alter Eco ensures that the website is properly hosted and is accessible to the public and maintains email services for the Zoo’s website. Further, Alter Eco provides website training for City employees who interact with the website and its services; and

WHEREAS, Alter Eco is an active vendor (vendor number 73426) with the City of Jackson. Alter Eco was created as a limited liability company, pursuant to the laws of the state of Mississippi, on March 5, 2019, and is currently in good standing with the Mississippi Secretary of State’s Office; and

WHEREAS, Alter Eco provided an invoice for its previously rendered professional services totaling Two Hundred Nine Dollars and Forty-Eight Cents (\$209.48). Said services included: siteground hosting renewal, website training, maintenance, and business email; and

WHEREAS, the Parks and Recreation Department foresees that it will require Alter Eco’s future professional website services to ensure that the Jackson Zoo’s website is properly maintained and accessible to the public. As such, the Parks and Recreation Department requests approval of Alter Eco’s future professional website services in an amount not to exceed Two Thousand Dollars (\$2,000.00); and

WHEREAS, it is in the best interests of the City that Alter Eco’s above-described previously performed website services be ratified and payment for said services be approved and promptly made and that Alter Eco’s future website services be approved.

IT IS THEREFORE ORDERED that Alter Eco’s previously performed website services are ratified and that payment in the amount of Two Hundred Nine Dollars and Forty-Eight Cents (\$209.48) shall be made to Alter Eco from account number 390.498.00-6419; and

IT IS FURTHER ORDERED that Alter Eco’s future professional website services, in an amount not to exceed Two Thousand Dollars (\$2,000.00), is approved and payment for said services, from account number 390.498.00-6419, shall be made upon the City’s receipt of detailed invoices explaining what website services were performed and the cost for each such service; and

Agenda Item # 14
July 30, 2024
(Muhammad, Lumumba)

IT IS FURTHER ORDERED that the Mayor is authorized to execute any agreements and/or documents that may be needed to effectuate this Order.

(MUHAMMAD, LUMUMBA)

Item No.: _____ **Date:** _____



Alter Eco Designs & Consulting
United States
alterecodesignsllc@gmail.com
Phone: 6019274131

Quote #0000007

Issue Date: May 16, 2024
Due Date: May 31, 2024

Bill to:

Angela White
**City of Jackson Parks &
Recreation Department**
2918 W Capitol Street, 5th Floor
Jackson, Mississippi 39209
United States

Additional Customer Info:

abuck@jacksonms.gov
Phone: 601.212.4210

Parks & Recreation Site (TheJacksonZoo.org)

Product or Service	Quantity	Price	Line Total
Siteground Hosting Renewal Reimbursement back from renewing hosting	2	\$49.99	\$99.98
Website Training Website training for thejacksonzoo.org	2	\$25.00	\$50.00
Maintenance Website Maintenance	2	\$25.00	\$50.00
Business Email 50% off 1 Year business email info@thejacksonzoo.org	1	\$36.00	\$36.00

Subtotal	\$235.98
Discount (11.23%)	\$26.50
Taxes	\$0.00
Invoice Total	\$209.48
Amount Paid	\$0.00
Balance Due	\$209.48

A discount is applied due to Grove Park website maintenance not moving forward due to lack of information. This service was already paid for on prior invoice.

Thanks for allowing Alter Eco Designs, LLC to service your design needs. Make all Checks Payable to Alter Eco Designs, LLC.



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Alter Eco Designs LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1171016
Status:	Good Standing
Effective Date:	03/05/2019
State of Incorporation:	Mississippi
Principal Office Address:	5251 Ponce De Leon Place Jackson, MS 39206

Registered Agent

Name
Alicia Crudup
5251 Ponce De Leon Place
Jackson, MS 39206

Officers & Directors

Name	Title
Alicia Crudup 5251 Ponce De Leon Place Jackson, MS 39206	Manager, Member, President, Secretary, Treasurer

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: June 18, 2024

POINTS		COMMENTS																																													
1.	Brief Description	Order authorizing professional services with Alter Eco Designs & consulting for providing professional services at the Jackson Zoo.																																													
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Infrastructure and Transportation Economic Development																																													
3.	Who will be affected	Department of Parks and Recreation - Jackson Zoo																																													
4.	Benefits	Patrons of the Jackson Zoo and City of Jackson Zoo employees																																													
5.	Schedule (beginning date)	Upon Council Approval																																													
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide																																													
7.	Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	Department of Parks & Recreation																																													
8.	COST	Two Hundred Nine Dollars and Forty-Eight Cents (\$209.48)																																													
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	Account no. 390.498.00-6419																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	✓	N/A	✓	AABE	_____ %	WAIVER	yes	_____	no	✓	N/A	✓	WBE	_____ %	WAIVER	yes	_____	no	✓	N/A	✓	HBE	_____ %	WAIVER	yes	_____	no	✓	N/A	✓	NABE	_____ %	WAIVER	yes	_____	no	✓	N/A	✓
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Parks & Recreation Department
633 North State Street, 5th Floor
P O Box 17
Jackson, MS 39205-00173
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Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

TO: Mayor Lumumba
FROM: Abram Muhammad, Director
Department of Parks and Recreation
Date: June 18, 2024
RE: Payment for Alter Eco Designs & Consulting

IT IS REQUESTED that the above-described professional services with Alter Eco Designs, LLC for providing professional services at the Jackson Zoo be ratified and that a payment in the amount of Two Hundred Nine Dollars and Forty-Eight Cents (\$209.48) be approved and made to Alter Eco Designs & Consulting from account no 390.498.00-6419.

IT IS FURTHER REQUESTED, that the future professional services for the City of Jackson – Jackson Zoo’s website, including updates and trainings from Alter Eco Designs & Consulting be ratified for services and payments, which will be made from the Parks and Recreation Department – Jackson Zoo – Other Professional Services categories.

The Department of Parks and Recreation Programming Division recommends that this Order be submitted for the Council’s consideration.

Thank you.

AM/js



**The City of Jackson
Department of Parks
and Recreation**

MEMO

TO: JAQUELINE SPEARS, SECRETARY
FROM: SHANNON V. AMOS, BUDGET INVESTMENT SUPERVISOR
DATE: MAY 28, 2024
CC: ABRAM MUHAMMAD, DIRECTOR
JAMES CRUMP, DEPUTY DIRECTOR
DAVID WETZEL, DEPUTY DIRECTOR
DEPARTMENT OF PARKS AND RECREATION
SUBJECT: AGENDA ITEM REQUEST - ALTER ECO DESIGNS & CONSULTING

This memorandum is to provide account information for the professional services payment to Alter Eco Designs & Consulting, vendor no. 73426 for requested professional services at the Jackson Zoo.

IT IS REQUESTED, that an Order for the above-described professional services with Alter Eco Designs & Consulting for providing professional services at the Jackson Zoo be ratified and that a payment in the amount of (\$209.48) be approved and made to Alter Eco Designs & Consulting from account no. 390.498.00-6419.

IT IS FURTHER REQUESTED, that the future professional services for the City of Jackson - Jackson Zoo's website, including updates and trainings from Alter Eco Designs & Consulting be ratified for services and payments, which will be made from the Parks and Recreation Department - Jackson Zoo - Other Professional Services categories.

Thank you,

Shannon V. Amos


Budget Investment Supervisor

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING PREVIOUSLY PERFORMED PROFESSIONAL WEBSITE SERVICES AND AUTHORIZING PAYMENT TO ALTER ECO DESIGN & CONSULTING, LLC, (ALTER ECO) FOR SERVICES PERFORMED FOR THE JACKSON ZOO AND APPROVING FUTURE PROFESSIONAL WEBSITE SERVICES AND AUTHORIZING PAYMENTS TO ALTER ECO IN AN AMOUNT NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant S.M.
Justin Powell, Deputy City Attorney JP 2/8/24

7/9/24

Date

15

OFFICE OF THE CITY ATTORNEY
[Signature]
7/22/24

ORDER REQUESTING RATIFICATION OF KEELING COMPANY'S PREVIOUSLY PROVIDED GOLF COURSE IRRIGATION REPAIR AND UPGRADE SERVICES PERFORMED AT THE PETE BROWN GOLF COURSE AND APPROVING PAYMENT FOR SAME IN THE AMOUNT OF ONE THOUSAND SIX HUNDRED AND EIGHTY DOLLARS (\$1,680.00). (MUHAMMAD, LUMUMBA)

WHEREAS, Keeling Company (Keeling) is an active vendor (vendor number 46163) with the City. On July 28, 2023, Keeling provided extensive professional repair and upgrade services to the irrigation system at the Pete Brown Golf Course. Keeling excavated over two hundred (200) irrigation heads and upgraded them with new integrated control modules; upgraded forty (40) valve stations; installed twenty-five (25) surge protectors; and upgraded the irrigation system's computer/control panel; and

WHEREAS, Keeling's services were needed to help modernize the golf course's irrigation system, to make various repairs to the system, and to improve the automation of the irrigation system; and

WHEREAS, Keeling provided an invoice (invoice number S4274240.002) to the City totaling One Thousand Six Hundred and Eighty Dollars (\$1,680.00) for the above-described services and upgrades; and

WHEREAS, it is in the best interests of the City that Keeling's above-described previously performed repair and upgrade services be ratified and that payment be approved and promptly made to Keeling.

IT IS THEREFORE ORDERED that Keeling's above-described previously performed repair and upgrade services are ratified and that payment in the amount of One Thousand Six Hundred and Eighty Dollars (\$1,680.00) shall be promptly made for same to Keeling from account number 005-504.30-6419; and

IT IS FURTHER ORDERED that the Mayor is authorized to execute any agreements and/or documents that may be needed to effectuate this Order.

Agenda Item # **15**
July 30, 2024
(Muhammad, Lumumba)

KEELING CO - LAKE CHARLES

3090 EAST PRIEN LAKE RD
 LAKE CHARLES, LA 70615-5404
 337-479-2345 Fax 337-479-2307

**** INVOICE ****

INVOICE DATE	INVOICE NUMBER
07/28/23	S4274240.002
REMIT TO:	CASE NO.
KEELING CO PO BOX 15310 MO LEVYLA ROCK, AR 72291-5310	1

BILL TO:
 CITY OF JACKSON MS
 ATTN: ACCOUNTS PAYABLE
 P O BOX 17
 JACKSON, MS 39205-0017

SHIP TO:
 SONNY GUY MUNICIPAL GOLF COURSE
 3200 W WOODROW WILSON AVE
 JACKSON, MS 39209-3407

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON		
36165	23001063		CLAY WITCHER 10		
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE	
Jason Perkins	OT OUR-TRUCK	N10THPROX.OS	07/28/23	07/28/23	
DESCRIPTION	ORDER QTY	SHIP QTY	NET PRG	EXT PRG	
GOLF TECH	14	14	120.000	1680.00	
** Reprint ** Reprint ** Reprint **					

Invoice is due by 09/10/23.

All claims for shortage or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-returnable.
 Service Charges may apply to Past Due Invoices.

Subtotal	1680.00
S&H CHGS	0.00
Sales Tax	0.00
Amount Due	1680.00

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: March 15, 2024

POINTS		COMMENTS																																													
1.	Brief Description	Order requesting approval of professional services from and payments to Keeling Company for providing services at the Pete Brown Golf Course																																													
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Infrastructure and Transportation																																													
3.	Who will be affected	Department of Parks and Recreation Park Maintenance - Pete Brown Golf Course																																													
4.	Benefits	City of Jackson Pete Brown Golf Course																																													
5.	Schedule (beginning date)	Upon Council Approval																																													
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Ward 3																																													
7.	Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	Department of Parks & Recreation																																													
8.	COST	One Thousand Six Hundred Eighty Dollars (\$1,680.00)																																													
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Parks & Recreation Department
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Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

TO: Mayor Lumumba
FROM: Abram Muhammad, Director
Department of Parks and Recreation
Date: June 20, 2024
RE: Payment for Keeling Company

IT IS REQUESTED an Order for the above-described services with Keeling Co., vendor no. 46163, for providing GolfTech services at the Pete Brown Golf Facility in July of 2023 be ratified and payment in the amount of One Thousand Six Hundred Eighty Dollars (\$1,680.00) be approved and made to Keeling Co. from account number 005-504.30-6419.

The Department of Parks and Recreation Programming Division recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/js



**The City of Jackson
Department of Parks
and Recreation**

MEMO

TO: JAQUELINE SPEARS, SECRETARY
FROM: SHANNON V. AMOS, BUDGET INVESTMENT SUPERVISOR
DATE: JUNE 18, 2024
CC: ABRAM MUHAMMAD, DIRECTOR
JAMES CRUMP, DEPUTY DIRECTOR
DEPARTMENT OF PARKS AND RECREATION
SUBJECT: AGENDA ITEM REQUEST – KEELING CO. PAYMENT RATIFICATION

This memorandum is to provide account information for the professional services payment ratification to Keeling Co. (vendor no. 46163) for invoice S4274240.002.

IT IS REQUESTED, that an Order for the above-described professional services with Keeling Co., vendor no. 46163, for providing GolfTech services at the Pete Brown Golf Facility in July of 2023 to be ratified and that a payment in the amount of ONE THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$1,680.00) be approved and made to Keeling Co. from account no. 005-504.30-6419.

Thank you,

Shannon V. Amos

Budget Investment Supervisor

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING RATIFICATION OF KEELING COMPANY'S PREVIOUSLY PROVIDED GOLF COURSE IRRIGATION REPAIR AND UPGRADE SERVICES PERFORMED AT THE PETE BROWN GOLD COURSE AND APPROVING PAYMENT FOR SAME IN THE AMOUNT OF ONE THOUSAND SIX HUNDRED AND EIGHTY DOLLARS (\$1,680.00) is legally sufficient for placement in NOVUS Agenda.



Drew M. Martin, City Attorney

Sondra Moncure, Special Assistant 



Date

OFFICE OF THE CITY ATTORNEY
7/9/28

16

OFFICE OF THE CITY ATTORNEY
2024

ORDER AUTHORIZING RATIFICATION AND PAYMENT TO FISHER FIRE EXTINGUISHER SERVICE, INC., FOR PROVIDING PROFESSIONAL FIRE EXTINGUISHER AND FIRE SUPPRESSION SYSTEM INSPECTION SERVICES AT SMITH-WILLS PARK; APPROVING PAYMENT TO FISHER FIRE EXTINGUISHER SERVICE FOR THE PURCHASE OF TWO (2) FIRE EXTINGUISHERS; AND AUTHORIZING FUTURE PROFESSIONAL FIRE EXTINGUISHER AND FIRE SUPPRESSION SYSTEM INSPECTION SERVICES IN AN AMOUNT NOT TO EXCEED ONE THOUSAND DOLLARS (\$1,000.00). (MUHAMMAD, LUMUMBA)

WHEREAS, the Parks and Recreation Department oversees Smith-Wills Stadium. There are several fire extinguishers and a fire suppression system located in the Stadium. The fire extinguishers and fire suppression system require yearly inspections by a properly qualified vendor; and

WHEREAS, Fisher Fire Extinguisher Service, Inc., (Fisher) is an active vendor with the City (vendor number 6442). Fisher has performed fire extinguisher and fire suppression system inspections at several locations overseen by the Parks and Recreation Department in the past; and

WHEREAS, on June 28, 2024, Fisher performed the required inspections at Smith-Wills and provided an invoice to the City (invoice number 5092) totaling Four Hundred Forty-Four Dollars and Fifty Cents (\$444.50). The invoice covers the inspections and the purchase of two (2) fire extinguishers that were required due to the results of the inspections; and

WHEREAS, Fisher's professional inspection services and their supplying of the two (2) new fire extinguishers were verified by Programming Manager Lisa Wilson; and

WHEREAS, the Parks and Recreation Department has other facilities that need fire extinguisher and fire suppression system inspection services and requests approval for such future inspections, to be provided by Fisher, in an amount not to exceed One Thousand Dollars (\$1,000.00); and

WHEREAS, it is in the best interests of the City that Fisher's past professional inspection services and its provision of the two (2) new fire extinguishers be ratified and that payment for same be approved and promptly made to Fisher and that Fisher's future inspection services, in an amount not to exceed One Thousand Dollars (\$1,000.00), be approved and payment promptly made to Fisher after the City receives detailed invoices showing what inspection services were performed, the cost for such services, and the purchase price of any fire extinguishers and/or other fire suppression systems that may be required as a result of said inspection.

IT IS THEREFORE ORDERED that Fisher's above-described previously performed inspection services and its provision of two (2) new fire extinguishers are ratified and that payment in the amount of Four Hundred Forty-Four Dollars and Fifty Cents (\$444.50) is approved and shall be promptly made to Fisher from account number 005.501.26-6419; and

Agenda Item # 16
July 30, 2024
(Muhammad, Lumumba)

IT IS FURTHER ORDERED that Fisher's future inspection services, in an amount not to exceed One Thousand Dollars (\$1,000.00), is approved and that payment for said services shall be promptly made to Fisher, from account number 005.501.26-6419, after the City receives detailed invoices showing what inspection services were performed, the cost for such services, and the purchase price of any fire extinguishers and/or other fire suppression systems that may be required as a result of said inspection; and

IT IS FURTHER ORDERED that the Mayor is authorized to execute any agreements and/or any other documents that may be required to effectuate this Order.

(MUHAMMAD, LUMUMBA)

Item #: _____ Date: _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: July 2, 2024

	POINTS	COMMENTS																																													
1.	Brief Description	Order authorizing ratification of past professional services and approving payment to Fisher Fire Extinguisher Services for providing fire extinguisher inspection services for Smith Wills Stadium for the Fireworks Extravaganza																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Youth & Education Crime Prevention Quality of Life																																													
3.	Who will be affected	Youths and the citizens of Jackson, MS																																													
4.	Benefits	Provides entertainment for youths and adults.																																													
5.	Schedule (beginning date)	Upon City Council Approval																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide																																													
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	The Department of Parks & Recreation.																																													
8.	COST	Four Hundred Forty-Four Dollars and Fifty Cents (\$444.50)																																													
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"One City, One Aim, One Destiny"

Memo

TO: Mayor Lumumba
FROM: Abram Muhammad, Director
Department of Parks and Recreation
Date: July 2, 2024
RE: Agenda Item – Fisher Fire Extinguisher Service-Smith Park

This memorandum is to provide account information for the requested professional services and payment to Fisher Fire Extinguishers Service, Inc. vendor no. 6442 for professional services of fire systems inspections, repairs, and replacements at city-owned Parks and Recreation facilities.

IT IS REQUESTED, that the ratifications for past FY24 services at the Smith Wills Stadium be approved for the installation of 3 new fire extinguishers and hood range and payments be ratified in the amount of Four Hundred Forty-Four Dollars and Fifty Cents (\$444.50); and

IT IS REQUESTED, that future services for FY24 and FY25 Budget year be approved and ratified; and

IT IS REQUESTED, that an Order for the above-described professional services with Fisher Fire Extinguishers Service, Inc. vendor no. 6442, for providing professional new extinguishers and fire inspection services at Smith Wills Stadium be ratified and that a payment in the amount of Four Hundred Forty-Four Dollars and Fifty Cents (\$444.50) be approved and made to Fisher Fire Extinguishers Service, Inc. from account 005.501.26-6419.

INSPECTION REPORT - Range hood extinguishing system

Date 6-27-24

Fisher Fire Extinguisher Service
236 Oakdale Street
Jackson, MS 39201
601-354-5551

Customer Smith-Wills Stadium
Address 1200 Lakeland Dr
City/State Jackson MS
System Location CONCESSION STAND

Inspection Period () Semi annual () Annual () Initial () New () Other _____

System Manufacturer and Model Kangar Guard Model KG 2.5G

Is this system UL300 approved by the manufacturer? () Yes () No

Has the hazard changed since the last inspection? () Yes () No () Unknown () Equipment changed

AMOUNT OF AGENT: 246 Gals. No of containers 1 Hydro test date _____ Due () Yes () No

EXPELLANT: () Cartridge _____ oz/grams/psi () Cylinder Pressure 175 psi

NOZZLES: Total no. installed 5 Surface 3 Duct 1 Plenum 1

DETECTION DEVICES: Qty 1 Temperature 450° Link () Bulb () Tube ()
Qty _____ Temperature _____ Link () Bulb () Tube ()
Qty _____ Temperature _____ Other _____

EQUIPMENT PROTECTED: Is all equipment protected? () Yes () No

	Qty		Qty		Qty
(<input checked="" type="checkbox"/>) Deep Fryers	<u>3</u>	() Grills	_____	() Range top	_____
() Stove	_____	() Char-Broiler	_____	() Broilers	_____
() Tilt Skillet	_____	() Other	_____		

AUTOMATIC SHUTDOWN:

Micro switches trip properly: Yes () No () N/A ()
 Electric power trips and resets properly: Yes () No () N/A ()
 Fire Alarm initiated: Yes () No () N/A ()
 Gas valve trips and resets properly: Yes () No () N/A ()
 Make-up air shuts down: Yes () No () N/A ()

MANUAL RELEASE: Is the manual release properly located? () Yes () No
Functioning correctly? () Yes () No

SYSTEM CONDITION: () Good () Fair () Poor () Needs updating () Inoperative () Not in use

HOOD CONDITION: () Good () Fair () Poor () Needs cleaning () Appliances not 6" under hood

Does the portable fire extinguisher have a "K" rating? () Yes () No () none installed

Were deficiencies found during this inspection? () Yes () No

Remarks: cf 11

This test was conducted in accordance with the applicable NFPA and manufacturers requirements. No additional specifications were considered during testing unless noted above. The undersigned certifies that the system has been tested and operates properly, except as noted. No additional warranties are implied beyond those stated by the original manufacturer.

L. Erick Sabreen 6/27/24
Inspected by _____ Date _____
Rev 9/13

S. Coladon COJ. Parks + Rec.
Customer representative _____ Date 6/27/24

Fisher Fire Extinguisher Service, Inc

P.O. Box 3364

Jackson, MS 39207

PH 601-354-5551/ FX 352-9133

QUOTE

Date	Estimate #
6/28/2024	5092

Name / Address
CITY OF JACKSON PARKS AND RECREATION P.O. BOX 17 JACKSON, MS 39205-0017

Project

Item	Description	Qty	Cost	Total
B500T	ATT; CHARLES MELVIN HANK AARON SPORTS ACADEMY (SMITH WILLS STADIUM)			
SYSTEM	EXTINGUISHER, 5 LB ABC W/ BRACKET (2A:10B:C) FIRE EXTINGUISHER UN 1044 HAZARD CLASS 2.2	3	89.00	267.00T
LINK	INSPECTION, KITCHEN RANGE HOOD FIRE SUPPRESSION SYSTEM PER NFPA 17A	1	95.00	95.00T
SERVICE CALL	FUSIBLE LINK KITCHEN RANGE HOOD SUPPRESSION SYSTEM	1	22.50	22.50T
	SERVICE CALL	1	60.00	60.00T

Subtotal	\$444.50
Sales Tax (0.0%)	\$0.00
Total	\$444.50



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
FISHER FIRE EXTINGUISHER SERVICE, INC.	Legal

Business Information

Business Type:	Profit Corporation
Business ID:	530211
Status:	Good Standing
Effective Date:	05/22/1986
State of Incorporation:	Mississippi
Principal Office Address:	236 OAKDALE ST JACKSON, MS 39201

Registered Agent

Name
Allegrezza, Cecil R 2546 Thigpen Rd (Raymond 39154);PO Box 3364 Jackson, MS 39207

Officers & Directors

Name	Title
Adrian Lewis Sorey 3649 Kimbell Rd Terry, MS 39170	Director, Assistant Treasurer, President
Todd Clifton Williams 505 Oak Park Cr Pearl, MS 39208	Assistant Treasurer, Vice President
Walter Edward Carter 6561 Terry rd Terry, MS 39170	Treasurer, Vice President

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
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Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING RATIFICATION AND PAYMENT TO FISHER FIRE EXTINGUISHER SERVICE INC., FOR PROVIDING PROFESSIONAL FIRE EXTINGUISHER AND FIRE SUPPRESSION SYSTEM INSPECTION SERVICES AT SMITH-WILLS PARK; APPROVING PAYMENT TO FISHER FIRE EXTINGUISHER SERVICES FOR THE PURCHASE OF TWO (2) FIRE EXTINGUISHERS; AND AUTHORIZING FUTURE PROFESSIONAL FIRE EXTINGUISHER AND FIRE SUPPRESSION SYSTEM INSPECTION SERVICES IN AN AMOUNT NOT TO EXCEED ONE THOUSAND DOLLARS (\$1,000.00) is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Sondra Moncure, Special Assistant S.M.

Justin Powell, Deputy City Attorney JP 7/8/24

7/9/24

Date

17

ORDER RATIFYING PLUMBING REPAIR SERVICES PERFORMED BY UNITED PLUMBING & HEATING COMPANY, INC., AT THE CITY'S VINE STREET SWIMMING POOL AND APPROVING PAYMENT FOR SAME. (MUHAMMAD, LUMUMBA)

OFFICE OF THE CITY ATTORNEY
7/27/24

WHEREAS, the City of Jackson owns and operates a swimming pool located at 318 Vine Street, Jackson, Mississippi; and

WHEREAS, United Plumbing and Heating Company, Inc., (United Plumbing) is a Mississippi for-profit corporation created pursuant to the Laws of the State of Mississippi on October 19, 1973, and is currently in good standing with the Mississippi Secretary of State. United Plumbing is an active vendor with the City (vendor number 69412); and

WHEREAS, on May 1, 2024, United Plumbing provided needed plumbing repair services to broken urinals located in the men's restroom at the Vine Street swimming pool. United Plumbing submitted invoice number E015597-1 to the Parks and Recreation Department for the above-described repair services totaling Nine Hundred and Forty-Eight Dollars (\$948.00). The invoice included the purchase of two (2) flush valve urinal flange kits and the labor for the installation of the kits. The Parks and Recreation Department has verified that the repairs were successfully completed. The Parks and Recreation Department is seeking ratification of United Plumbing's repair services and approval to pay for said services; and

WHEREAS, it is in the best interests of the City that the above-described professional plumbing services provided by United Plumbing be ratified and that payment for said services be approved and made to United Plumbing (vendor number 69412).

IT IS THEREFORE ORDERED that United Plumbing's professional plumbing services described in this Order and detailed in its submitted invoice (E015597-1) is ratified and that payment in the total amount of Nine Hundred and Forty-Eight Dollars (\$948.00) is approved and shall be made to United Plumbing.

IT IS FURTHER ORDERED that payment to United Plumbing shall be made in the manner described below:

1. Payment in the amount of Three Hundred Dollars (\$300.00) from account number 005.501.80-6317.
2. Payment in the amount of Six Hundred Forty-Eight Dollars (\$648.00) from account number 005-501.80-6419.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any agreements and/or documents that might be needed to effectuate this Order.

Agenda Item # 17
July 30, 2024
(Muhammad, Lumumba)



UNITED
 PLUMBING HEATING &
 AIR CONDITIONING CO., INC.
 Since 1982

Estimate

United Plumbing Heating And Air Conditioning

1929 Midway St.
 Jackson, MS 39204
 Phone:
 Email:
 136_integration@smartserv.io

Billing Address
 City of Jackson
 P.O. Box 17 Finance
 Division/Accts. Payable
 Jackson, MS 39205
 Phone: (601) 960-1740
 Email: smarshall@jacksonms.gov

Service Address
 City of Jackson
 318 Vine Street
 Jackson, MS 39213
 Phone: (601) 960-1740
 Email: cbridges@jacksonms.gov

Date: 05/01/2024 03:42 PM
 Estimate # E015597-1
 Completion Date: 05/01/2024
 Technician: Chuck Schwartz

Line Item	Status	Rate	Qty	Total
Material 2 urinal flush valve Urinal flange kit	Approved	\$300.00	1	\$300.00
Labor	Approved	\$648.00	1	\$648.00
Trip charge	-	-	-	\$0.00
Additional Discount				(\$0.00)
Additional Fee				(\$0.00)
Customer Discount				(\$0.00)
Subtotal				\$948.00
Total Tax				\$0.00
Total				\$948.00
Prepaid				\$0.00
Net Amount				\$948.00

Service Summary

Estimate to replace two urinal flush valve. Removed urinal from wall. Make proper repair. The flange kit. Reinstall urinal. Estimate is good for 14 days only.
 Estimate includes all labor and material



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
UNITED PLUMBING & HEATING COMPANY	Legal

Business Information

Business Type:	Profit Corporation
Business ID:	400348
Status:	Good Standing
Effective Date:	10/19/1973
State of Incorporation:	Mississippi
Principal Office Address:	1929 MIDWAY ST JACKSON, MS 39204

Registered Agent

Name
Homer L. Thomas 1929 MIDWAY ST JACKSON, MS 39204

Officers & Directors

Name	Title
Eunice B Thomas 4524 Larchmont St Jackson, MS	Incorporator
John J Thomas 205 Raymond Road Jackson, MS 39204	Incorporator
Maurice C Thomas 4524 Larchmont St Jackson, MS	Incorporator
John J Thomas 1929 Midway St. Jackson, MS 39204	Director, President
Homer L. Thomas 1929 Midway St Jackson, MS 39204	Director, Secretary, Treasurer, Vice President

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: July 9, 2024

POINTS		COMMENTS																																																		
1.	Brief Description/Purpose	Order ratifying past plumbing services and repair work performed by United Plumbing and Heating Company and approving payment for plumbing repairs at Vine Street Pool.																																																		
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 7. Quality of Life																																																		
3.	Who will be affected	City of Jackson, Parks & Recreation Department – Vine Street Pool																																																		
4.	Benefits	Providing safe facilities for the citizens of Jackson, MS																																																		
5.	Schedule (beginning date)	Upon City Council Approval																																																		
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 4 No																																																		
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Parks and Recreation Department																																																		
8.	COST	Nine Hundred Forty-Eight Dollars (\$948.00)																																																		
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Three Hundred Dollars (\$300.00) from account no. 005.501.80-6317 Six Hundred Forty-Eight Dollars (\$648.00) from account no. 005.501.80-6419																																																		
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	ABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	AABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	WBE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	HBE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	NABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
ABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																											
AABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																											
WBE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																											
HBE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																											
NABE	_____ %	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																											

Parks & Recreation Department
633 North State Street, 5th Floor
P O Box 17
Jackson, MS 39205-00173
601-960-0471 (Office)
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

TO: Mayor Lumumba
FROM: Abram Muhammad, Director
Department of Parks and Recreation
Date: July 9, 2024
RE: Payment for United Heating and Plumbing

IT IS REQUESTED that the above-described professional services with United Plumbing for providing professional services for the urinals at Vine Street Pool be ratified and that a payment in the amount of Nine Hundred Forty-Eight Dollars (\$948.00) be approved and made to United Plumbing.

1. Three Hundred Dollars (\$300.00) be ratified and made from account no. 005.501.80-6317.
2. Six Hundred Forty-Eight Dollars (\$648.00) be ratified and made from account no. 005-501.80-6419.

The Department of Parks and Recreation Programming Division recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/js



**The City of Jackson
Department of Parks
and Recreation**

MEMO

TO: JAQUELINE SPEARS, SECRETARY
FROM: SHANNON V. AMOS, BUDGET INVESTMENT SUPERVISOR
DATE: MAY 20, 2024
CC: ABRAM MUHAMMAD, DIRECTOR
JAMES CRUMP, DEPUTY DIRECTOR
LISA WILSON, PROGRAMMING MANAGER
DEPARTMENT OF PARKS AND RECREATION
SUBJECT: AGENDA ITEM REQUEST - UNITED PLUMBING

This memorandum is to provide account information for the professional services payment to United Plumbing Heating & Air Conditioning Co. for requested professional services for Vine Street Pool.

IT IS REQUESTED, that an Order for the above-described professional services with United Plumbing for providing professional services for the urinals at Vine Street Pool be ratified and that a payment in the amount of (\$948.00) be approved and made to United Plumbing:

1. (\$300.00) to be ratified and made from 005.501.80-6317
2. (\$648.00) to be ratified and made from account no. 005-501.80-6419.

Thank you,

Shannon V. Amos


Budget Investment Supervisor

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

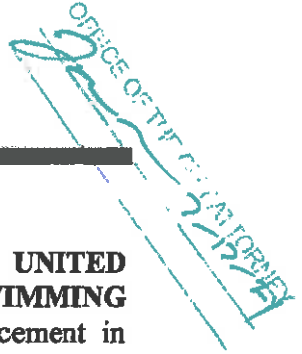
This ORDER RATIFYING PLUMBING REPAIR SERVICES PERFORMED BY UNITED PLUMBING & HEATING COMPANY, INC., AT THE CITY'S VINE STREET SWIMMING POOL AND APPROVING PAYMENT FOR SAME is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant SM
Justin Powell, Deputy City Attorney JP 7/17/24

7/23/24

Date



18

OFFICE OF THE CLERK OF COURTS
JULY 30 2024

ORDER RATIFYING VETERINARY SERVICES PERFORMED BY ALL ABOUT ANIMALS, INC., AT THE JACKSON ZOO AND APPROVING SAID COMPANY'S PROVISION OF FUTURE VETERINARY SERVICES TO BE PERFORMED AT THE JACKSON ZOO FOR THE MONTHS OF AUGUST AND SEPTEMBER 2024. (MUHAMMAD, LUMUMBA)

WHEREAS, All About Animals (AAA) is a for-profit corporation, currently in Good Standing with the Mississippi Secretary of State, created pursuant to the Laws of the State of Mississippi on October 14, 2009. AAA is an active vendor with the City (vendor number 73555); and

WHEREAS, AAA is a veterinary clinic owned and operated by licensed veterinarians Drs. Michael and Rebecca Holifield, who practice veterinary care and medicine in the State of Mississippi; and

WHEREAS, the City Council previously approved an order authorizing the Mayor to execute a professional services agreement with AAA whereby AAA, for the monthly fee of Two Thousand Seven Hundred Dollars (\$2,700.00), agreed to provide its veterinary services to animals located at the Jackson Zoo. Said agreement was executed by the Mayor on March 13, 2023, and expired on March 13, 2024. The Parks and Recreation Department, who oversees and operates the Jackson Zoo, plans on procuring a professional services veterinary agreement for animals located at the Zoo that runs concurrently with the City's fiscal year; and

WHEREAS, due to the necessity of on-demand veterinary care that ensures the health and wellbeing of the animals located in the Jackson Zoo, AAA has continued to perform its veterinary services (as outlined in the expired agreement) after the conclusion of its professional services agreement but has yet to be reimbursed for said services. AAA has submitted an invoice for its previously performed veterinary services for the months of March, April, May, June, and July 2024 priced at Two Thousand Seven Hundred Dollars (\$2,700.00) per month for a total of Thirteen Thousand Five Hundred Dollars (\$13,500.00); and

WHEREAS, the Parks and Recreation Department seeks permission to ratify and approve payment to AAA for its previously performed veterinary services discussed above in the amount Thirteen Thousand Five Hundred Dollars (\$13,500.00); and

WHEREAS, AAA provided a quote to the Parks and Recreation Department for its veterinary services for the months of August and September 2024 at a price of Two Thousand Seven Hundred Dollars (\$2,700.00) per month for a total cost of Five Thousand Four Hundred Dollars (\$5,400.00). The Parks and Recreation Department seeks approval of this quote for the continued care and treatment of the animals located at the Jackson Zoo; and

WHEREAS, AAA agrees to provide the following services for the months of August and September 2024 (these are the same services that are contained in the expired professional services agreement):

Agenda Item # 18
July 30, 2024
(Muhammad, Lumumba)

1. AAA will provide veterinary care and medicine weekly and/or when necessary, to animals at the Jackson Zoological Park.
2. AAA will provide veterinary medications (that cannot be ordered by Jackson Zoological personnel within a certain timeframe) that are needed for animals at the wholesale price, which will be ordered and invoiced to the City of Jackson, Mississippi.
3. The City of Jackson will allow AAA the use of any facilities at the Jackson Zoological Park for any needed medical treatments and/or surgical operations. In addition, AAA agrees to furnish all extra help that might be needed to effectuate the medical treatment and/or surgical operations, with no additional cost to the City of Jackson, Mississippi.
4. The City of Jackson agrees to allow its employees to assist with veterinary care provided by AAA. Through this agreement, it is understood that any City employee who provides such assistance does so under the care, control, and supervision of the attending veterinarian.
5. If/when the Jackson Zoological Park does not have sufficient and/or adequate space or facilities for a particular treatment and/or surgical procedure for a zoo animal(s), AAA agrees to transport said animal(s) to their clinic and perform the necessary services, at no additional cost to the City of Jackson, Mississippi.
6. AAA agrees to furnish the highest quality of professional veterinary services in the care and treatment of the animals in the Jackson Zoological Park.
7. AAA agrees to provide weekly veterinary visits to the Jackson Zoological Park in a professional capacity. AAA agrees to review the animals in coordination with the Zoo's Animal Curator and/or the Zoo's Veterinarian Technician to determine any treatment measures that might be needed.
8. AAA agrees to provide professional support and advice to the Jackson Zoological Park. Examples of support include: animal husbandry needs, animal exhibit needs, animal keeper training, consultation with senior staff on animal management issues, zoonotic disease prevention, etc.
9. AAA shall provide proof of insurance (both general liability and professional liability) to the City of Jackson, Mississippi. AAA agrees to hold harmless, defend and indemnify the City from and against any claims made against the City of Jackson, Mississippi Zoological Park, which are based in whole or in part on the acts or omission of AAA.
10. AAA is in all respects an independent entity, not being a part of the City or associated therewith, except as a party to this Agreement. No third-party beneficiary relationship shall be construed as being created by virtue of this Agreement.

WHEREAS, it is in the best interests of the City that AAA's previously performed veterinary services be ratified and that prompt payment be made for said services as detailed in AAA's invoice. Further, it is also in the best interests of the City, to ensure the continued health and wellbeing of the animals located at the Jackson Zoo, that AAA's quote for the provision of its veterinary services for the months of August and September 2024 be approved and that payment be made to AAA as detailed in AAA's quote upon the City's receipt of invoices detailing the veterinary services that were rendered and the amount charged.

IT IS THEREFORE ORDERED that AAA's previously performed veterinary services are ratified and that payment shall be made to AAA, from account number 390.498.00-6419, in the amount of Thirteen Thousand Five Hundred Dollars (\$13,500.00).

IT IS FURTHER ORDERED that AAA's quote for the provision of its veterinary services for the months of August and September 2024 is approved and that payment, from account number 390.498.00-6419, in the amount of Two Thousand Seven Hundred Dollars (\$2,700.00) per month shall be made to AAA upon the City's receipt of invoices detailing the veterinary services that were rendered.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any agreements and/or documents that may be needed to effectuate this Order.

(MUHAMMAD, LUMUMBA)

Item No.: _____ Date: _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: June 27, 2024

POINTS		COMMENTS
1.	Brief Description/Purpose	Order requesting the contract extension for All About Animals for providing veterinarian services at the Jackson Zoo be ratified and approved and made to the existing contract agreement.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life
3.	Who will be affected	All animals at the Jackson Zoo.
4.	Benefits	To ensure continuous veterinary care of all animals at the Jackson Zoo.
5.	Schedule (beginning date)	Upon City Council Approval.
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Ward 5 No
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Jackson Zoo and the Department of Parks and Recreation.
8.	COST	Five Thousand Dollars (\$5,000.00)
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	FY24 Account: 390-498.00-6419 (\$5,000.00)
10.	EBO participation	ABE _____ % WAIVER _____ Yes _____ No _____ N/A AABE _____ % WAIVER _____ Yes _____ No _____ N/A WBE _____ % WAIVER _____ Yes _____ No _____ N/A HBE _____ % WAIVER _____ Yes _____ No _____ N/A NABE _____ % WAIVER _____ Yes _____ No _____ N/A

Parks & Recreation Department
633 North State Street, 5th Floor
Jackson, MS 39202
601-960-0471 (Office)
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

TO: Mayor Lumumba
FROM: Abram Muhammad, Director
Department of Parks and Recreation
Date: JUNE 27, 2024
RE: ALL ABOUT ANIMALS, INC. CONTRACT -EXTENDED

This memorandum is to request an Order for an extension to All About Animals contract no. 2023205

The Parks and Recreation Department is requesting to extend the contract for All About Animals, so that it can tie into the FY Budget year from October 1, 2024, to September 30, 2025.

The Parks and Recreation Department is requesting to transfer an additional Five Thousand Dollars (\$5,000.00) to the existing contract to pay the remaining balance of the current contract for the year.

The transfer will be within the Parks and Recreation Department Budget.

IT IS REQUESTED, that an Order for the above-described professional services and contract extension for all About Animals for providing veterinarian services for the Jackson Zoo be ratified for an extension of current contract and a transfer in the amount of Five Thousand Dollars (\$5,000.00) be approved and made to the existing contract agreement.

The Department of Parks and Recreation & Jackson Zoo recommends that this Order be submitted for the Council's consideration.

Thank you.
AM/js



Mississippi Board of
Veterinary Medicine

Attention

Do not contact licensees directly. Please contact the Mississippi Board of Veterinary Medicine at office@mississippivetboard.org (mailto:office@mississippivetboard.org) or 662-324-9380 to inquire about a licensee.

REBECCA HOLIFIELD

Middle Name

SYKES

Suffix

DVM

License Number

1489

License Status

Active

License Expiration Date

07/31/2024

License Type

Veterinarian

Original Date of Licensure

05/22/2003

Employer Name

Employer

ALL ABOUT ANIMALS VETERINARY CLINIC

Address

27084 HIGHWAY 51, CRYSTAL SPRINGS, Mississippi, 39059



Mississippi Board of
Veterinary Medicine

Attention

Do not contact licensees directly. Please contact the Mississippi Board of Veterinary Medicine at office@mississippivetboard.org (mailto:office@mississippivetboard.org) or 662-324-9380 to inquire about a licensee.

MICHAEL HOLIFIELD

Middle Name

WAYNE

Suffix

DVM

License Number

1530

License Status

Active

License Expiration Date

07/31/2024

License Type

Veterinarian

Original Date of Licensure

05/14/2004

Employer Name

Employer

ALL ABOUT ANIMALS VETERINARY CLINIC

Address

27084 HWY 51, CRYSTAL SPRINGS, Mississippi, 39059



Michael Watson
SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
All About Animals, Inc.	Legal

Business Information

Business Type:	Profit Corporation
Business ID:	956484
Status:	Good Standing
Effective Date:	10/14/2009
State of Incorporation:	Mississippi
Principal Office Address:	27084 Hwy 51 Crystal Springs, MS 39059

Registered Agent

Name
Holifield, Rebecca 4002 Johnson Rd Crystal Springs, MS 39059

Officers & Directors

Name	Title
Rebecca S Holifield 4002 Johnson Rd Crystal Springs, MS 39059	Incorporator
Rebecca S Holifield 4002 Johnson Road Crystal Springs, MS 39059	President
Deborah Sykes 3198 Johnson Road Crystal Springs, MS 39059	Secretary
Rebecca S Holifeild 4002 Johnson Road Crystal Springs, MS 39059	Director

All About Animals
Veterinary Clinic

INVOICE

27084 Highway 51
 Crystal Springs, MS 39059
 Phone:601-892-7512

DATE: JUNE 25, 2024

TO:
 City of Jackson
 Jackson Zoo
 Capitol Street
 Jackson MS

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
					Due on receipt
QUANTITY	DESCRIPTION			UNIT PRICE	TOTAL
	March Monthly Services				2700
	April Monthly Services				2700
	May Monthly services				2700
	June monthly services				2700
	July monthly services				2700
				SUBTOTAL	13,500.00
				SALES TAX	
				SHIPPING & HANDLING	
				TOTAL DUE	13,500.00

Retrify

Make all checks payable to All About Animals

All About Animals
 Veterinary Clinic

INVOICE

27084 Highway 51
 Crystal Springs, MS 39059
 Phone:601-892-7512

DATE: JULY 10, 2024

TO:
 City of Jackson
 Jackson zoo
 Capitol Street
 Jackson MS

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
					Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	August Monthly Services		2700
	September Monthly Services		2700
<p><i>new service</i></p> <p><i>Items highlighted in the K are the services to be provided</i></p>			
SUBTOTAL			5,400.00
SALES TAX			
SHIPPING & HANDLING			
TOTAL DUE			5,400.00

Make all checks payable to All About Animals



**The City of Jackson
Department of Parks
and Recreation**

MEMO

TO: JAQUELINE SPEARS, SECRETARY
FROM: SHANNON V. AMOS, BUDGET INVESTMENT SUPERVISOR
DATE: JUNE 25, 2024
CC: ABRAM MUHAMMAD, DIRECTOR
JAMES CRUMP, DEPUTY DIRECTOR
DEPARTMENT OF PARKS AND RECREATION
SUBJECT: AGENDA ITEM REQUEST - ALL ABOUT ANIMALS EXTENSION

This memorandum is to request an Order for an extension to the All About Animals contract no. 2023205.

Parks and Recreation Department is requesting to extend the contract for All About Animals, so that it can tie into the FY Budget year from October 01, 2024 September 30, 2025.

The Parks and Recreation Department is requesting to transfer an additional \$5,000.00 to the existing contract to pay the remaining balance of the current contract for the year.

The transfer will be within the Parks and Recreation Department Budget.

IT IS REQUESTED, that an Order for the above-described professional services and contract extension for All About Animals for providing veterinarian services for the Jackson Zoo be ratified for an extension of current contract and a transfer in the amount of \$5,000.00 be approved and made to the existing contract agreement.

Thank you,


Shannon V. Amos
Budget Investment Supervisor



Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING VETERINARY SERVICES PERFORMED BY ALL ABOUT ANIMALS, INC., AT THE JACKSON ZOO AND APPROVING SAID COMPANY'S PROVISION OF FUTURE VETERINARY SERVICES TO BE PERFORMED AT THE JACKSON ZOO FOR THE MONTHS OF AUGUST AND SEPTEMBER 2024 is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant 
Justin Powell, Deputy City Attorney 



Date

19

ORDER REQUESTING APPROVAL OF FUTURE PROFESSIONAL PAINTING SERVICES FROM AND PAYMENTS TO YOUNG'S PAINTING SERVICES, LLC, FOR THE PROVISION OF ITS PAINTING SERVICES AT THE CONCESSION STANDS LOCATED AT THE VA LEGION SOFTBALL COMPLEX AND AT VARIOUS OTHER FACILITIES OPERATED BY THE CITY'S PARKS AND RECREATION DEPARTMENT. (MUHAMMAD, LUMUMBA)

OFFICE OF THE CITY CLERK
JUL 23 2024

WHEREAS, the City of Jackson Parks and Recreation Department manages several ball fields, gymnasiums, and various other facilities that need professional painting services; and

WHEREAS, Young's Painting Services is a limited liability company created pursuant to the laws of the State of Mississippi on March 20, 2015, and is currently in good standing with the Mississippi Secretary of State's Office. Young's Painting Services is an active vendor with the City – vendor number 69990. Young's Painting Services submitted an estimate for the painting of two (2) concession stand doors located at the VA Legion Softball Complex; and

WHEREAS, said estimate totals Four Thousand Two Hundred and Fifty Dollars (\$4,250.00). Young's Painting Services agrees to supply the necessary labor to prep and paint all trim and doors at both concession stands at the VA Legion Softball Complex; to pressure wash all areas prior to painting; and to ensure that sufficient paint has been used to effectively cover the areas that were painted; and

WHEREAS, the Parks and Recreation Department has several gymnasiums and other facilities that need painting and/or need touch-up painting. The Parks and Recreation Department would like to obtain preapproval for the use of Young's Painting Services professional painting services for an amount not to exceed Ten Thousand Dollars (\$10,000.00) for these gymnasiums and other facilities. Young's Painting Services professional services would occur in the 2024/2025 Fiscal Year and be paid from that Fiscal Year's "Other Professional Services" account/fund. Prior to beginning any painting services that are to take place in the 2024/2025 Fiscal Year, Young's Painting Services will consult with the Director of the Parks and Recreation Department, or his designee, to determine which gymnasium(s) and/or other facilities are in most need of painting services and develop a plan of action. Painting services will not begin until a written estimate is submitted to and approved by the Parks and Recreation Department and payment will not be made until the City receives a detailed invoice from Young's Painting Services; and

WHEREAS, It is in the best interests of the City that Young's Painting Services' estimate for the provision of its painting services at the VA Legion Softball Complex be approved and payment made to Young's Painting Services in an amount not to exceed Four Thousand Two Hundred and Fifty Dollars (\$4,250.00). It is also in the best interests of the City that Young's Painting Services professional painting services, that are to occur during the 2024/2025 Fiscal Year, be preapproved in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to be paid from the "Other Professional Services" account/fund.

Agenda Item # 19
July 30, 2024
(Muhammad, Lumumba)

IT IS THEREFORE ORDERED that Young's Painting Services' estimate for professional painting services discussed in the order above is approved and that payment shall be made to Young's Painting Services in an amount not to exceed Four Thousand Two Hundred and Fifty Dollars (\$4,250.00) from account number 005.501.26-6419.

IT IS FURTHER ORDERED that Young's Painting Services professional painting services, that will occur during the 2024/2025 Fiscal Year as discussed above, is approved in an amount not to exceed Ten Thousand Dollars (\$10,000.00). These painting services are to be paid from the 2024/2025 Fiscal Year's "Other Professional Services" account/fund. Prior to the provisioning of its professional painting services, Young's Painting Services shall consult with the Director of the Parks and Recreation Department, or his designee, and determine which gymnasium and/or other facility to paint. Young's Painting Services shall then submit a written estimate to the Parks and Recreation Department. Once the Parks and Recreation Department approves the estimate, work may begin. Payments shall only be made to Young's Painting Services upon the City's receipt of a detailed invoice.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any agreements and/or documents that might be needed to effectuate this Order.

(MUHAMMAD, LUMUMBA)

Item No.: _____ Date: _____

YOUNG'S PAINTING SERVICES
P.O. BOX 790
FLORA, MS 39071
PHONE: (601)624-8202
EMAIL: jeromeyoung843.jy@gmail.com

June 26, 2024

Client: City Of Jackson

Young's Painting Services will supply the necessary labor to prep and paint all trim and doors at both concession stands, located at the VA softball fields.

Preparation:

Pressure wash all areas to be painted.

Finish

Apply sufficient amount of paint for effective coverage

The total cost will be \$4,250.00

Jerome Young
Jerome Young

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: July 2, 2024

POINTS		COMMENTS																																													
1.	Brief Description	Order requesting professional services by Young Painting at VA Legion Softball Concession Stands be approved for repairs and painting.																																													
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life																																													
3.	Who will be affected	The citizens and youths of the City of Jackson																																													
4.	Benefits	Will allow Parks to enhance the softball fields at the VA and bring beauty and games to the park.																																													
5.	Schedule (beginning date)	Upon Council Approval																																													
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Ward 4																																													
7.	Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	Department of Parks & Recreation																																													
8.	COST	Four Thousand Two Hundred Fifty Dollars (\$4,250.00)																																													
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	Account No. 005.501.26-6419																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>√</td> <td>N/A</td> <td>√</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	√	N/A	√	AABE	_____ %	WAIVER	yes	___	no	√	N/A	√	WBE	_____ %	WAIVER	yes	___	no	√	N/A	√	HBE	_____ %	WAIVER	yes	___	no	√	N/A	√	NABE	_____ %	WAIVER	yes	___	no	√	N/A	√
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NABE	_____ %	WAIVER	yes	___	no	√	N/A	√																																							

Parks & Recreation Department
633 North State Street, 5th Floor
P O Box 17
Jackson, MS 39205-00173
601-960-0471 (Office)
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

TO: Mayor Lumumba
FROM: Abram Muhammad, Director
Department of Parks and Recreation
Date: July 2, 2024
RE: Young Painting

IT IS REQUESTED, that the professional services by Young Painting at VA Legion Softball Concession Stands be approved for repairs and painting be ratified and approved payment in the amount of Four Thousand Two Hundred Fifty Dollars (\$4,250.00); and

IT IS REQUESTED, that future services for FY24 and FY25 Budget year be approved and ratified; and

IT IS REQUESTED, that an Order for the above-described professional services with Young Painting, vendor no. 69990, for providing professional service repair and painting of the concession stands at the VA Legion Softball Fields be ratified and that a payment in the amount of Four Thousand Two Hundred Fifty Dollars (\$4,250.00) be approved and made to Young Painting from account 005.501.26-6419.

IT IS FURTHER REQUESTED, that the future professional services from to Young Painting, vendor no. 69990; be ratified for services and payments, which will be made from the Parks and Recreation Department -Other Professional Services categories.

The Department of Parks and Recreation Programming Division recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/js



**The City of Jackson
Department of Parks
and Recreation**

MEMO

TO: JAQUELINE SPEARS, SECRETARY
FROM: SHANNON V. AMOS, BUDGET INVESTMENT SUPERVISOR
DATE: JULY 01, 2024
CC: ABRAM MUHAMMAD, DIRECTOR
JAMES CRUMP, DEPUTY DIRECTOR
DEPARTMENT OF PARKS AND RECREATION
SUBJECT: AGENDA ITEM REQUEST – YOUNG PAINTING

This memorandum is to provide account information for the requested professional services and payment to Young Painting, vendor no. 69990 for professional services of repairs and painting of the concession stands at the VA Legion Softball Fields.

IT IS REQUESTED, that the professional services by Young Painting at VA Legion Softball Concession Stands be approved for repairs and painting be ratified and approved payment in the amount of \$4,250.00; and

IT IS REQUESTED, that future services for FY24 and FY25 Budget year be approved and ratified; and

IT IS REQUESTED, that an Order for the above-described professional services with Young Painting, vendor no. 69990, for providing professional service repairs and painting of the concession stands at the VA Legion Softball Fields be ratified and that a payment in the amount of (\$4250.00) be approved and made to Young Painting from account 005.501.26-6419.

IT IS FURTHER REQUESTED, that the future professional services from to Young Painting, vendor no. 69990; be ratified for services and payments, which will be made from the Parks and Recreation Department –Other Professional Services categories.

Thank you,

Shannon V. Amos

Budget Investment Supervisor



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Young's Painting Service, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1063563
Status:	Good Standing
Effective Date:	03/20/2015
State of Incorporation:	Mississippi
Principal Office Address:	163 Middle Rd Flora, MS 39071

Registered Agent

Name
Jerome Young 380 Elms Court Cr. Jackson, MS 39204

Officers & Directors


Name	Title
Jerome Young 163 Middle Road Flora, MS 39071	Manager, Member

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING APPROVAL OF FUTURE PROFESSIONAL PAINTING SERVICES FROM AND PAYMENTS TO YOUNG'S PAINTING SERVICES, LLC, FOR THE PROVISION OF ITS PAINTING SERVICES AT THE CONCESSION STANDS LOCATED AT THE VA LEGION SOFTBALL COMPLEX AND AT VARIOUS OTHER FACILITIES OPERATED BY THE CITY'S PARKS AND RECREATION DEPARTMENT is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant *d.m.*
Justin Powell, Deputy City Attorney *JP 7/22/24*

7/23/24

Date

OFFICE OF THE CITY ATTORNEY
7/23/24

20

OFFICE OF THE CITY CLERK
JAC

ORDER RATIFYING AND AUTHORIZING THE MAYOR TO ACCEPT PAST SERVICES PROVIDED BY THE JACKSON CONVENTION COMPLEX TO HOST THE NEIGHBORHOOD SERVICES DIVISION'S PLANNING EXPO EVENT HELD ON APRIL 27, 2024.

WHEREAS, Section 21-17-5 of the Mississippi Code vests the care, custody, and control of municipal property and affairs with the municipality; and

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes a municipality to adopt orders concerning municipal affairs, property, and finances that are not inconsistent with the Mississippi Constitution of 1980, the Mississippi Code of 1972, and any other statute or law of the State of Mississippi; and

WHEREAS, the Department of Planning and Development, through its Office of Neighborhood Services, hosted a community engagement event at the Jackson Convention Complex ("JCC") to provide space for the execution of vendors and exhibitions focusing on unifying Jacksonians and our City by providing information on "Planning Past, Present, & Future" on Saturday, April 27, 2024, from 4 p.m. to 8 p.m.; and

WHEREAS, the Capital City Convention Center Commission submitted the following invoice for payment:

Number of Days	Space	Rate	Total
1	Exhibit Hall A	\$ 6,000.00	\$ 6,000.00
	Same Day Set up/Tear Down	\$ -	\$ -
	Room Rental Subtotal	\$ 6,000.00	\$ 6,000.00
	<i>City of Jackson Waiver</i>	\$ (6,000.00)	\$ (6,000.00)
	Subtotal With Discounts	\$ -	\$ -
	Room Rental Total	\$ -	\$ -
Number of Days	Audio Visual	Price Per Day	Total
	Jackson Convention Complex is pleased to offer in house audio visual services to support your event needs. At this time no audio visual services have been ordered. Please notify your facility representative for audio visual pricing and services. Hiring an outside av company will result in a 20% management fee.		
1	PA SYSTEM: SPEAKERS, MIXER, WIRELESS MIC, PODIUM MIC	\$ 4,000.00	\$ 4,000.00
	EXHIBIT HALL A: PA SYSTEM, 2 x 16' WIDE LED FLOWN	\$ -	\$ -
4	HOURS FOR TECH OPERATOR	\$ 125.00	\$ 500.00
	PROJECTOR SYSTEM	\$ -	\$ -
1	Zizzle LIFT	\$ 750.00	\$ 750.00
2	High DEF LCD Projectors	\$ 1,500.00	\$ 3,000.00
1	Electricity/Power for Vendors	\$ 1,224.00	\$ 1,224.00
	Subtotal	\$ -	\$ 9,474.00
	10% Sales Tax	\$ -	\$ 947.40
	Audio Visual Total	\$ -	\$ 9,474.00
Quantity	Utilities	Price Per Day	Total
42	Non-Skirted Tables	\$ 15.00	\$ 630.00
	Subtotal	\$ -	\$ 630.00
	10% Sales Tax	\$ -	\$ 63.00
	Utilities Total	\$ -	\$ 693.00
Total Hours Billed	Labor	Rate	Total
24	4 -Security Guards @ \$35.00 per hour	\$ 35.00	\$ 840.00
	Subtotal	\$ -	\$ 840.00
	10% Sales Tax	\$ -	\$ 84.00
	Labor Total	\$ -	\$ 924.00
	Total Amount Due:	\$ -	\$ 10,944.00

Agenda Item # 20
July 30, 2024
(Keeton, Lumumba)

WHEREAS, to expand the knowledge base of the public to the planning process and engage area businesses, community leaders, planning professionals and practitioners, non-profits, neighborhood associations, quasi-governmental entities, housing providers, and educators on the merit of planning for the future of the City of Jackson while Learning from Planning Past, Understanding Planning Present, and Preparing for Planning Future, the Neighborhood Services Division partnered with Fair Housing in the Office of Housing and Community Development to engage communities and all interested stakeholders to plan for the Capital City's future collectively; and

WHEREAS, the Capital City Convention Center Commission did not charge the City a fee to use portions of the JCC but charged ten thousand nine hundred forty-four dollars (\$10,944.00) for security, utilities, electrical, tables, labor, and audio/video; and

WHEREAS, it is in the City's best interest to authorize the Mayor and ratify the acceptance of services for security, utilities, electrical, tables, increased monitor size, and audio/video for the event in an amount not to exceed \$ 10,944,00.

IT IS FURTHER ORDERED, and hereby ratified, the acceptance of services provided by the Jackson Convention Center on April 27, 2024, for security, utilities, electrical, tables, increased monitor size, and audio/video for the "Planning Past, Present, & Future" held on Saturday, April 27, 2024, from 4 p.m. to 8 p.m and payment is authorized in an amount not to exceed \$10,944,00.

Item#: _____
Date: 05/07/2024
By: (Keeton, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 3/12/2024

P O I N T S		C O M M E N T S					
1.	Brief Description	ORDER RATIFYING AND AUTHORIZING THE MAYOR TO ACCEPT PAST SERVICES PROVIDED BY THE JACKSON CONVENTION COMPLEX TO HOST THE NEIGHBORHOOD SERVICES DIVISION'S PLANNING EXPO EVENT HELD ON APRIL 27, 2024.					
2.	Purpose	An outreach event for the Neighborhood Services Division					
3.	Who will be affected	Planning Professionals, Practitioners, Educators, Neighborhood Associations, Businesses, and Academia					
4.	Benefits	This event will educate the public to the planning process and expose them to the different components of city planning as well as introduce them to the various and diverse stakeholders.					
5.	Schedule (beginning date)	April 27, 2024					
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide					
7.	Action implemented by: ▪ City Department	Department of Planning & Development Office of Neighborhood Services					
8.	COST	\$10,944.00					
9.	Source of Funding ▪ General Fund ▪ Grant X ▪ Bond ▪ Other	(Grant) CDBG B-21-MC-28-0003					
10.	EBO participation See attached sheets from Vendors	ABE _____%	WAIVER	yes ___	no ___	N/A	<u> X </u>
		AABE _____%	WAIVER	yes ___	no ___	N/A	<u> X </u>
		WBE _____%	WAIVER	yes ___	no ___	N/A	<u> X </u>
		HBE _____%	WAIVER	yes ___	no ___	N/A	<u> X </u>
		NABE _____%	WAIVER	yes ___	no ___	N/A	<u> X </u>

#20



105 E Pascagoula St
 Jackson, MS 39201
 p.601-960-2321

INVOICE

Group: COJ - Neighborhood Services Division's Planning Expo
Event Dates: Saturday, April 27, 2024
Group Contact: Dr. Robbie Sparkman- Smith
Event Type: Expo
Sales Manager: Malelka Hentz

Invoice #: 9824

Number of Days	Space	Rate	Total
1	Exhibit Hall A	\$ 6,000.00	\$ 6,000.00
	Same Day Set up/Tear Down	\$ -	\$ -
	Room Rental Subtotal		\$ 6,000.00
	<i>City of Jackson Usage:</i>	\$ (6,000.00)	\$ (6,000.00)
	Subtotal With Discounts		\$ -
	Room Rental Total		\$ -

Number of Days	Audio Visual	Price Per Day	Total
Jackson Convention Complex is pleased to offer in house audio visual services to support your event needs. At this time no audio visual services have been ordered. Please notify your facility representative for audio visual pricing and services. Hiring an outside av company will result in a 20% management fee.			
1	PA SYSTEM: SPEAKERS, MIXER, WIRELESS MIC, PODIUM MIC	\$ 4,000.00	\$ 4,000.00
	EXHIBIT HALL A: PA SYSTEM, 2 x 16' WIDE LED FLOWN		\$ -
4	HOURS FOR TECH OPERATOR	\$ 125.00	\$ 500.00
	PROJECTOR SYSTEM		\$ -
1	Zizzle LIFT	\$ 750.00	\$ 750.00
2	High DEF LCD Projectors	\$ 1,500.00	\$ 3,000.00
1	Electricity/Power for Vendors	\$ 1,224.00	\$ 1,224.00
	Subtotal		\$ 9,474.00
	10% Sales Tax		\$ 947.40
	Audio Visual Total		\$ 9,474.00

Quantity	Utilities		
42	Non-Skirted Tables	\$ 15.00	\$ 630.00
	Subtotal		\$ 630.00
	10% Sales Tax		\$ 63.00
	Utilities Total		\$ 693.00

Total Hours Billed	Labor		
24	4 -Security Guards @ \$35.00 per hours	\$ 35.00	\$ 840.00
	Subtotal		\$ 840.00
	10% Sales Tax		\$ 84.00
	Labor Total		\$ 924.00
	Total Amount Due:		\$ 10,944.00

#20

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING AND AUTHORIZING THE MAYOR TO ACCEPT PAST SERVICES PROVIDED BY THE JACKSON CONVENTION COMPLEX TO HOST THE NEIGHBORHOOD SERVICES DIVISION'S PLANNING EXPO EVENT HELD ON APRIL 27, 2024 is legally sufficient for placement in NOVUS Agenda.



Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant* 



Date

OFFICE OF THE CITY ATTORNEY
7/17/24

21

OFFICE OF THE ATTORNEY GENERAL
12/12
5-23-24

ORDER AUTHORIZING THE OFFICE OF PLANNING AND DEVELOPMENT TO PAY ALL PROFESSIONAL ASSOCIATION DUES AND TRAVEL-RELATED EXPENSES FOR VARIOUS ORGANIZATIONS AS IT IS REASONABLE AND NECESSARY TO THE PERFORMANCE OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT DUTIES.

WHEREAS, the Attorney General opined a municipality may pay professional association dues for individuals if the public entity determines that the professional association dues or licensing fees are reasonable and necessary to the performance of the employee's duties, the membership must accrue to the benefit of the municipality, and any benefit to the individual must be merely incidental; and

WHEREAS, the Department of Planning and Development pays annual dues, fees and registrations to the following organizations:

1. Association of Floodplain Managers
2. Frye Environmental
3. Norice Nash (RGNP DIST)
4. Stegall Notary Service
5. Jackson Convention Center

WHEREAS, various seminars, conferences, workshops, and other educational programs are held from time to time that requires travel; and

WHEREAS, there is no authority to pay travel-related expenses prior to the approval by the governing authorities; therefore, the Department of Planning and Development requests the authority to pay in an amount that shall not exceed the amount available in the budget, for travel expenses in connection with the attendance of any seminars, conferences, workshops, and other educational programs related to the Department of Planning and Development's duties and responsibilities and related to the above-referenced professional organizations; and

WHEREAS, the Department of Planning and Development requests the authority to pay necessary invoices for the above referenced organizations; and

IT IS, THEREFORE, ORDERED that the governing authorities find it necessary to authorize the Department of Planning and Development to pay dues, fees and registrations to the above referenced organizations; and

IT IS, THEREFORE, ORDERED that the governing authorities for the City of Jackson determines that the above-referenced professional association dues are reasonable and necessary to the performance of the duties of the Department of Planning and Development for the city of Jackson and that the memberships accrue to the benefit of the municipality; and

Agenda Item # 21
July 30, 2024
(Keeton, Lumumba)

IT IS, FURTHER, ORDERED that the governing authorities find it necessary and proper to authorize the Department of Planning and Development to pay professional association dues and travel-related expenses that shall not exceed the amount available in the budget, for travel expenses in connection with the attendance of any seminars, conferences, workshops, and other educational programs related to the Department of Planning and Development's responsibilities and associated with the above-referenced professional organizations.

IT IS, FURTHER, ORDERED that the governing authorities find it necessary and proper to authorize the Department of Planning and Development the authority to pay necessary invoices for the above referenced organizations.

Item # _____
Agenda Date _____
By: Keeton, Lumumba

10.	EBO participation	ABE	_____ %	WAIVER	yes ___	no ___		
		N/A	_____					
		AABE	_____ %	WAIVER	yes ___	no ___		
		N/A	_____					
		WBE	_____ %	WAIVER	yes ___	no ___		
		N/A	_____					
		HBE	_____ %	WAIVER	yes ___	no ___		
		N/A	_____					
		NABE	_____ %	WAIVER	yes ___	no ___		
		N/A	_____					



MEMORANDUM

TO: Chokwe A. Lumumba
Mayor

FROM: Jhai Keeton
Department of Planning and Development

DATE: April 1, 2024

RE: ORDER AUTHORIZING PAYMENT FOR PROFESSIONAL SERVICES

The Department of Planning and Development requests the authority to pay in an amount that shall not exceed the amount available in the budget, for travel expenses in connection with the attendance of any seminars, conferences, workshops, and other educational programs related to the Department of Planning and Development's duties and responsibilities.

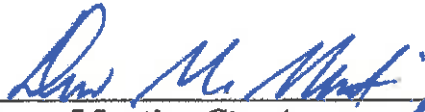
Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
BM 5/30/24
NE

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE OFFICE OF PLANNING AND DEVELOPMENT TO PAY ALL PROFESSIONAL ASSOCIATION DUES AND TRAVEL RELATED EXPENSES FOR VARIOUS ORGANIZATIONS AS IT IS REASONABLE AND NECESSARY TO THE PERFORMANCE OF THE OFFICE OF PLANNING AND DEVELOPMENT DUTIES legally sufficient for placement in NOVUS Agenda.



Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant*
Bridgette Morgan, *Deputy City Attorney*

5/30/24
Date

22

ORDER AUTHORIZING THE MAYOR TO ACCEPT ADDITIONAL GRANT FUNDS FROM THE NATIONAL LEAGUE OF CITIES INSTITUTE TO CREATE AN EQUAL BUSINESS OPPORTUNITY PROGRAM

OFFICE OF THE CITY ATTORNEY
AUG 17 5 19 PM '24

WHEREAS, the City of Jackson’s Office of Economic Development (OED) requires information, management, and technical assistance to help design and implement local economic inclusion strategies that close racial and economic equity gaps for residents and businesses of color; and

WHEREAS, the City of Jackson seeks to increase its levels of Minority Business Enterprise (MBE) participation in the procurement of goods and services; and

WHEREAS, the OED has a variety of resources available to assist minority business owners in increasing their capacity through the provision of management, information, and technical assistance; and

WHEREAS, the National League of Cities Institute (NLCI) Southern Cities Economic Inclusion Initiative (SCEI) is available to assist the City of Jackson in deepening local capacity, building leadership skills to support strategy development and implementation based on economic inclusion, and assessing strategies and policies to create greater economic opportunity and resilience for communities of color; and

WHEREAS, the City will be required to share data with NLCI-SCEI to support its initiative goals, which includes completing an Economic Inclusion Agreement, planning a proposed budget, attending monthly cohort calls, securing the local grant match, submitting an Interim Grant Report, submitting a Final Report, attending the NLCI-SCEI all-city Summit, and convening a group of partners interested in growing Jackson’s economy, creating job growth, and creating economic revitalization throughout Jackson’s neighborhoods; and

WHEREAS, on July 19, 2022, the Jackson City Council authorized the execution of a Memorandum of Understanding with NLC-SCEI accepting Thirty Thousand Dollars and Zero Cents (\$30,000.00) for project planning, implementation, and inventory for the program beginning March 3, 2022 through October 31, 2022; and

WHEREAS, the National League of Cities, in partnership with the W. K. Kellogg Foundation and Annie E. Casey Foundation, continually awards the SCEI cohort with additional funding; and

WHEREAS, on January 17, 2023, the Jackson City Council authorized the execution of an amendment to the Memorandum of Understanding with NLC-SCEI applying and accepting an additional Five Thousand Dollars and Zero Cents (\$5,000.00) for conducting a baseline assessment of local economic inclusion needs and assets, totaling a grant award amount of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) for the program beginning March 3, 2022 through October 31, 2022; and

Agenda Item # 22
July 30, 2024
(Keeton, Lumumba)

WHEREAS, on December 5, 2023, NLC-SCEI notified the Deputy Director of OED that the grant period would be extended to March 1, 2024 and that the grant award has increased Ten Thousand Dollars and Zero Cents (\$10,000.00), totaling a grant award amount of Forty-Five Thousand Dollars and Zero Cents (\$45,000.00) for planning, implementation, and assessment; and

WHEREAS, on January 18, 2024, the Jackson City Council authorized the execution of an amendment to the Memorandum of Understanding with NLC-SCEI and that the grant award has increased Ten Thousand Dollars and Zero Cents (\$10,000.00), totaling a grant award amount of Forty-Five Thousand Dollars and Zero Cents (\$45,000) for the program ending March 1, 2024; and

WHEREAS, on December 5, 2023, NLC-SCEI notified the Deputy Director of OED that the grant period would be extended to July 1, 2024 for planning, implementation, and assessment; and

WHEREAS, on March 19, 2024, the Jackson City Council authorized the execution of an amendment to the Memorandum of Understanding with NLC-SCEI for the grant period to be extended to July 1, 2024; and

WHEREAS, on March 26, 2024, NLC-SCEI notified the Deputy Director of OED that the grant period would be extended to August 31, 2024 and that the grant award has increased Fifteen Thousand Dollars and Zero Cents (\$15,000.00) for planning, implementation, and assessment to create an Equal Business Opportunity Program.

NOW, THEREFORE, IT IS HEREBY ORDERED that the Mayor is authorized to accept a grant award not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) for participation in the NLC-SCEI program ending August 31, 2024.

IT IS FURTHER ORDERED, that the Office of Economic Development is authorized to expend said funds in accordance with the terms of the grant.

Item# _____

Agenda Date: _____

By: (Keeton, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: April 1, 2024

1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO ACCEPT ADDITIONAL GRANT FUNDS FROM THE NATIONAL LEAGUE OF CITIES INSTITUTE TO CREATE AN EQUAL BUSINESS OPPORTUNITY PROGRAM						
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development						
3.	Who will be affected	City of Jackson						
4.	Benefits	Increase Minority Business Enterprise participation in the procurement of goods and services						
5.	Schedule (beginning date)	Upon Approval						
6.	Location: <input type="checkbox"/> WARD <input type="checkbox"/> CITYWIDE (yes or no) (area) <input type="checkbox"/> Project limits if applicable	Citywide						
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> City Department <input type="checkbox"/> Consultant	CAO						
8.	COST							
9.	<input type="checkbox"/> Source of Funding <input type="checkbox"/> General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other							
10.	EBO participation	ABE	_____ %	WAIVER	yes _____	no _____	N/A	X _____
		AABE	_____ %	WAIVER	yes _____	no _____	N/A	X _____
		WBE	_____ %	WAIVER	yes _____	no _____	N/A	X _____
		HBE	_____ %	WAIVER	yes _____	no _____	N/A	X _____
		NABE	_____ %	WAIVER	yes _____	no _____	N/A	X _____

MEMORANDUM



TO: Mayor Chokwe Lumumba

FROM: Jhai Keeton, Interim Director
Department of Planning and Development

DATE: April 1, 2024

RE: **ORDER AUTHORIZING THE MAYOR TO AMEND THE EXECUTED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND THE NATIONAL LEAGUE OF CITIES INSTITUTE SOUTHERN CITIES ECONOMIC INCLUSION INITIATIVE**

In an effort to increase the levels of minority business participation in the City of Jackson and to increase the resources available to provide management and technical assistance to assist minority businesses in increasing their capacity, the Office of Economic Development (OED) recommends an amendment to the executed Memorandum of Understanding with NLCI-SCEI extending the period to August 31, 2024 and to accept the grant award of Fifteen Thousand Dollars and Zero Cents (\$15,000.00).

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO ACCEPT ADDITIONAL GRANT FUNDS FROM THE NATIONAL LEAGUE OF CITIES INSTITUTE TO CREATE AN EQUAL BUSINESS OPPORTUNITY PROGRAM is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant J.M.

5/28/24
Date

Handwritten: *Ken: 5/28/24*
Blue stamp: *OFFICE OF THE CITY ATTORNEY*

ORDER AUTHORIZING THE MAYOR TO AMEND THE EXECUTED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND THE NATIONAL LEAGUE OF CITIES INSTITUTE SOUTHERN CITIES ECONOMIC INCLUSION INITIATIVE.

WHEREAS, the City of Jackson's Office of Economic Development (OED) requires information, management, and technical assistance to help design and implement local economic inclusion strategies that close racial and economic equity gaps for residents and businesses of color; and

WHEREAS, the City of Jackson seeks to increase its levels of Minority Business Enterprise (MBE) participation in the procurement of goods and services; and

WHEREAS, the OED has a variety of resources available to assist minority business owners in increasing their capacity through the provision of management, information, and technical assistance; and

WHEREAS, the National League of Cities Institute (NLCI) Southern Cities Economic Inclusion Initiative (SCEI) is available to assist the City of Jackson in deepening local capacity, building leadership skills to support strategy development and implementation based on economic inclusion, and assessing strategies and policies to create greater economic opportunity and resilience for communities of color; and

WHEREAS, the City will be required to share data with NLCI-SCEI to support its initiative goals, which includes completing an Economic Inclusion Agreement, planning a proposed budget, attending monthly cohort calls, securing the local grant match, submitting an Interim Grant Report, submitting a Final Report, attending the NLCI-SCEI all-city Summit, and convening a group of partners interested in growing Jackson's economy, creating job growth, and creating economic revitalization throughout Jackson's neighborhoods; and

WHEREAS, on July 19, 2022, the Jackson City Council authorized the execution of a Memorandum of Understanding with NLC-SCEI accepting Thirty Thousand Dollars and Zero Cents (\$30,000.00) for project planning, implementation, and inventory for the program beginning March 3, 2022 through October 31, 2022; and

WHEREAS, the National League of Cities, in partnership with the W. K. Kellogg Foundation and Annie E. Casey Foundation, continually awards the SCEI cohort with additional funding; and

WHEREAS, on January 17, 2023, the Jackson City Council authorized the execution of an amendment to the Memorandum of Understanding with NLC-SCEI applying and accepting an additional Five Thousand Dollars and Zero Cents (\$5,000.00) for conducting a baseline assessment of local economic inclusion needs and assets, totaling a grant award amount of Thirty-Five Thousand Dollars and Zero Cents (\$35,000) for the program beginning March 3, 2022 through October 31, 2022; and

WHEREAS, on December 5, 2023, NLC-SCEI notified the Deputy Director of OED that the grant period would be extended to March 1, 2024 and that the grant award has increased Ten

Thousand Dollars and Zero Cents (\$10,000.00), totaling a grant award amount of Forty-Five Thousand Dollars and Zero Cents (\$45,000.00) for planning, implementation, and assessment; and

WHEREAS, on January 18, 2024, the Jackson City Council authorized the execution of an amendment to the Memorandum of Understanding with NLC-SCEI and that the grant award has increased Ten Thousand Dollars and Zero Cents (\$10,000.00), totaling a grant award amount of Forty-Five Thousand Dollars and Zero Cents (\$45,000) for the program ending March 1, 2024; and

WHEREAS, on December 5, 2023, NLC-SCEI notified the Deputy Director of OED that the grant period would be extended to July 1, 2024 for planning, implementation, and assessment.

NOW THEREFORE IT IS HEREBY ORDAINED that the Mayor is authorized to execute an amended Memorandum of Understanding (MOU) with NLC-SCEI for participation in the NLC-SCEI program for the term ending July 1, 2024.

Council Member Grizzell moved adoption; **Vice President Lee** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None

Absent – None.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Special Council Meeting on March 19, 2024. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

ORDER AMENDING THE JULY 19, 2022 ORDER WHICH AUTHORIZED THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND THE NATIONAL LEAGUE OF CITIES INSTITUTE (NLCI) FOR PARTICIPATION IN NLCI'S SOUTHERN CITIES ECONOMIC INCLUSION INITIATIVE (SCEI).

WHEREAS, by Order entered on July 19, 2022 the City Council authorized the execution of a Memorandum of Understanding (MOU) between the City of Jackson and the National League of Cities Institute (NLCI) to participate in NLCI's Southern Cities Economic Inclusion Initiative (SCEI) in exchange for up to \$30,000.00 in grant funds; and

WHEREAS, under the MOU, the City agreed to share data with NLCI-SCEI to support its initiative goals, which include completing an Economic Inclusion Agreement, planning a proposed budget, attending monthly cohort calls, securing the local grant match, submitting an Interim Grant Report, submitting a Final Report, attending the NLCI-SCEI all-city Summit, and convening a group of partners interested in growing Jackson's economy, creating job growth, and creating economic revitalization throughout Jackson's neighborhoods; and

WHEREAS, the City of Jackson seeks to increase its levels of Minority Business Enterprise (MBE) participation in the procurement of goods and services; and

WHEREAS, the Department of Planning and Development, through its Office of Economic Development, has a variety of resources available to assist minority business owners in increasing their capacity through the provision of management, information, and technical assistance; and

WHEREAS, the National League of Cities, in partnership with the W. K. Kellogg Foundation and Annie E. Casey Foundations, continually awards the SCEI cohort with additional funding; and

WHEREAS, the City is eligible to receive an additional five thousand dollars (\$5,000.00) for conducting a baseline assessment of local economic inclusion needs and assets.

NOW THEREFORE, IT IS HEREBY ORDERED that the Mayor is authorized to execute an amended Memorandum of Understanding (MOU) with NLCI-SCEI to apply for and accept grant funds in an amount not to exceed \$35,000 for participation in the NLCI-SCEI program for the term beginning March 3, 2022 and ending October 31, 2023.

Council Member Banks moved adoption; **Council Member Grizzell** seconded.

Yeas – Banks, Foote, Hartley, Grizzell, Lee and Lindsay.

Nays – None.

Absent – Stokes.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on January 17, 2023. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

ORDER AUTHORIZING THE MAYOR TO AMEND THE EXECUTED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND THE NATIONAL LEAGUE OF CITIES INSTITUTE SOUTHERN CITIES ECONOMIC INCLUSION INITIATIVE.

WHEREAS, the City of Jackson's Office of Economic Development (OED) requires information, management, and technical assistance to help design and implement local economic inclusion strategies that close racial and economic equity gaps for residents and businesses of color; and

WHEREAS, the City of Jackson seeks to increase its levels of Minority Business Enterprise (MBE) participation in the procurement of goods and services; and

WHEREAS, the OED has a variety of resources available to assist minority business owners in increasing their capacity through the provision of management, information, and technical assistance; and

WHEREAS, the National League of Cities Institute (NLCI) Southern Cities Economic Inclusion Initiative (SCEI) is available to assist the City of Jackson in deepening local capacity, building leadership skills to support strategy development and implementation based on economic inclusion, and assessing strategies and policies to create greater economic opportunity and resilience for communities of color; and

WHEREAS, the City will be required to share data with NLCI-SCEI to support its initiative goals, which includes completing an Economic Inclusion Agreement, planning a proposed budget, attending monthly cohort calls, securing the local grant match, submitting an Interim Grant Report, submitting a Final Report, attending the NLCI-SCEI all-city Summit, and convening a group of partners interested in growing Jackson's economy, creating job growth, and creating economic revitalization throughout Jackson's neighborhoods; and

WHEREAS, on July 19, 2022, the Jackson City Council authorized the execution of a Memorandum of Understanding with NLCI-SCEI accepting Thirty Thousand Dollars (\$30,000.00) for project planning, implementation, and inventory for the program beginning March 3, 2022 through October 31, 2022; and

WHEREAS, the National League of Cities, in partnership with the W. K. Kellogg Foundation and Annie E. Casey Foundation, continually awards the SCEI cohort with additional funding; and

WHEREAS, on January 17, 2023, the Jackson City Council authorized the execution of an amendment to the Memorandum of Understanding with NLCI-SCEI applying and accepting an additional Five Thousand Dollars (\$5,000.00) for conducting a baseline assessment of local economic inclusion needs and assets, totaling a grant award amount of Thirty-Five Thousand Dollars (\$35,000.00) for the program beginning March 3, 2022 through October 31, 2022; and

WHEREAS, on December 5, 2023, NLCI-SCEI notified the Deputy Director of OED that the grant period would be extended to March 1, 2024 and that the grant award has increased Ten Thousand Dollars (\$10,000.00), totaling a grant award amount of Forty-Five Thousand Dollars (\$45,000.00) for planning, implementation, and assessment; and

NOW, THEREFORE, IT IS HEREBY ORDERED that the Mayor is authorized to execute an amended Memorandum of Understanding (MOU) with NLCI-SCEI to accept grant awards not to exceed Forty-five Thousand Dollars (\$45,000.00) for participation in the NLCI-SCEI program for the term ending March 1, 2024.

Vice President Lee moved adoption; **Council Member Lindsay** seconded.

Yeas – Banks, Foote, Grizzell, Lee and Lindsay.

Nays - None.

Abstentions – Hartley.

Absent – Stokes.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Special Council Meeting on January 18, 2024. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

ORDER AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND THE NATIONAL LEAGUE OF CITIES INSTITUTE SOUTHERN CITIES ECONOMIC INCLUSION INITIATIVE.

WHEREAS, the City of Jackson's Office of Economic Development (OED) requires information, management, and technical assistance to help design and implement local economic inclusion strategies that close racial and economic equity gaps for residents and businesses of color; and

WHEREAS, the City of Jackson seeks to increase its levels of Minority Business Enterprise (MBE) participation in the procurement of goods and services; and

WHEREAS, the OED has a variety of resources available to assist minority business owners in increasing their capacity through the provision of management, information, and technical assistance; and

WHEREAS, the National League of Cities Institute (NLCI) Southern Cities Economic Inclusion Initiative (SCEI) is available to assist the City of Jackson in deepening local capacity, building leadership skills to support strategy development and implementation based on economic inclusion, and assessing strategies and policies to create greater economic opportunity and resilience for communities of color; and

WHEREAS, the City of the Jackson will receive ten thousand dollars (\$10,000.00) for project planning from NLCI-SCEI upon execution of the Memorandum of Understanding; and

WHEREAS, the City is eligible for an additional amount up to twenty thousand dollars (\$20,000.00) for implementation and inventory; and

WHEREAS, the City will be required to share data with NLCI-SCEI to support its initiative goals, which includes completing an Economic Inclusion Agreement, planning a proposed budget, attending monthly cohort calls, securing the local grant match, submitting an Interim Grant Report, submitting a Final Report, attending the NLCI-SCEI all-city Summit, and convening a group of partners interested in growing Jackson's economy, creating job growth, and creating economic revitalization throughout Jackson's neighborhoods; and

WHEREAS, OED is currently participating in the NLCI-SCEI program that began March 3, 2022 through October 31, 2022; and

WHEREAS, the City of Jackson finds it reasonable to partner with NLCI-SCEI to share and exchange resources thus enhancing the effectiveness of the OED.

NOW, THEREFORE, IT IS HEREBY ORDERED that the City of Jackson is authorized to enter into a Memorandum of Understanding (MOU) with NLCI-SCEI.

Council Members Stokes moved adoption; Council Member Grizzell seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay, and Stokes.

Nays – None.

Absent – None.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Special Council Meeting on July 19, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

Tangayika Hoover

From: Rosanna Mulcahy <Mulcahy@nlc.org>
Sent: Tuesday, March 26, 2024 1:44 PM
To: Tangayika Hoover
Cc: Michael Davis; Heidi Goldberg
Subject: Congratulations! You've Been Selected as a Recipient of Our Sustainability Grant!

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Yika,

I extend my heartfelt gratitude for your dedicated effort in submitting an application for our sustainability grant. It brings me great pleasure to inform you that your application has been thoroughly reviewed, and I am delighted to announce that you have been selected as a recipient of the grant.

Congratulations on this well-deserved achievement!

As outlined in your application, the sustainability grant is intended to be utilized in alignment with the proposed initiatives. All funds need to be allocated and expended according to your grant application. The deadline for spending and allocating these funds is **August 31, 2024**. Furthermore, I would like to emphasize the importance of submitting the grant report by the same deadline, **August 31, 2024**. This report serves as a crucial means of evaluating the impact of your project and ensuring accountability for the grant funds. You have the option to either submit a separate report for this grant or consolidate it with any previous grants received, based on your preference.

Once again, congratulations on being selected as a recipient of our sustainability grant. Your efforts are making a meaningful difference, and I wish you continued success in your endeavors.

Grant Amount: 15,000

Use: To create an Equal Business Opportunity Program

Funds Expenditure Date: 3/31/2024

Grant Report: 3/31/2024

Kindly,



1924-2024: A CENTURY OF STRENGTHENING CITIES

Rosanna Mulcahy

PROGRAM MANAGER, ECONOMIC OPPORTUNITY AND FINANCIAL EMPOWERMENT
MUNICIPAL PRACTICE

mulcahy@nlc.org (202) 626-3056 www.nlc.org



23

OFFICE OF THE CITY ATTORNEY
7/24/24

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH GRACE HOUSE, INC. TO AWARD 2020 HOPWA FUNDS IN THE AMOUNT OF TWO THOUSAND NINE HUNDRED AND THIRTY-FIVE DOLLARS AND FIFTY-SIX CENTS (\$2,935.56).

WHEREAS, the Department of Planning and Development, Office of Housing and Community Development (OHCD) recommends that the governing authority for the city of Jackson authorize the Mayor to execute a contract addendum to issue Grace House, Inc. an additional two thousand nine hundred and thirty-five dollars and fifty-six cents (\$2,935.56) of 2020 Housing Opportunities for Persons with AIDS (HOPWA); and

WHEREAS, the U.S. Department of Housing and Urban Development awarded the city of Jackson \$1,434,010.00 of HOPWA funds with the period of performance starting August 20, 2021, through August 20, 2024; and

WHEREAS, there remains a balance of \$2,935.56 of unspent 2021 HOPWA funds on Said funds, if not expended by the end of the grant cycle, will be recaptured by the Department of Housing and Urban Development (HUD); and

WHEREAS, the OHCD recommends that these remaining funds be awarded to Grace House, Inc. to allow for continued assistance to HOPWA clients with rental, mortgage, mental health, job training, and other supportive services to enable them to become more self-sufficient; and

WHEREAS, by Order entered on July 3, 2023, recorded in Minute Book 6X, Pages 502-503, the governing authorities authorized the Mayor to execute a contract and related documents with Grace House, Inc. for the use of the 2022 Housing Opportunities for Persons with AIDS (HOPWA) program funds in the Jackson Metropolitan Statistical Area (MSA) for a total of One Million Four Hundred Thirty-One Thousand Eight Hundred Eighty-Four Dollars (\$1,431,884.00) from the Department of Housing and Urban Development (HUD); and

WHEREAS, a copy of the executed 2022 MSH22F001 Grant Agreement between the City of Jackson, Mississippi and Grace House, Inc. is attached and made a part of the minutes; and

WHEREAS, the OHCD recommends that the Mayor execute the Addendum to 2022 MSH22F001 Grant Agreement to authorize the following:

- I. **Term** – For the 2022 HOPWA funds, services of the PROJECT SPONSOR shall start on the 1st day of June, 2023 and end on the 30th day of June, 2025. For the 2020 HOPWA funds, services of the PROJECT SPONSOR shall start upon execution of this Addendum and end on the 20th day of August, 2024. The terms of this Contract and the provisions herein may be extended to cover any additional time period during which the

Agenda Item # 23
July 30, 2024
(Keeton, Lumumba)

PROJECT SPONSOR remains in control of Housing Opportunities for Persons with AIDS (HOPWA) or other assets including program income.

- II. **Statement of Work, Implementation Schedule** – CITY shall provide a PROJECT SPONSOR A GRANT IN AN AMOUNT NOT TO EXCEED ONE MILLION FOUR HUNDRED THIRTY-ONE THOUSAND EIGHT HUNDRED EIGHTY-FOUR DOLLARS (\$1,431,884.00) of 2022 HOPWA grant funds and TWO THOUSAND NINE HUNDRED AND THIRTY-FIVE DOLLARS AND FIFTY-SIX CENTS (\$2,935.56) in 2020 HOPWA grant funds. The 2020 and 2022 HOPWA funds for said grant shall come from the CITY'S General Fund Budget, with reimbursement from the CITY'S 2020 and 2022 U.S. Department of Housing and Urban Development, (hereinafter referred to as HUD), Housing Opportunity for Persons with AIDS grant (hereinafter referred to as HOPWA) funds. HOPWA funds shall be expended in strict accordance with PROJECT SPONSOR'S Scope of Services (Exhibit A), which are incorporated and attached herein.

All other terms and conditions of the 2022 MSH22F001 Grant Agreement shall remain unchanged and in full force and effect.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a contract addendum with the Grace House, Inc. for the use of 2020 HOPWA funds in the amount of \$2,935.56.

Item#: _____
Agenda Date: _____
By: (Keeton, Lumumba)

**HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)
2022 MSH22F001 GRANT AGREEMENT BETWEEN
THE CITY OF JACKSON, MISSISSIPPI
AND
GRACE HOUSE, INC.
CONTRACT ADDENDUM**

This Addendum to the 2022 MSH22F001 Grant Agreement is between the City of Jackson, Mississippi, a municipal corporation of the State of Mississippi, with its principal place of business located at 190 East Capitol Street, Suite 175, Jackson, Mississippi 39201 and Grace House, Inc., with its principal office at P.O. Box 1336 Jackson, MS 39215-1366 is made and entered into on, _____ 2024.

This Addendum amends and modifies that certain 2022 MSH22F001 Grant Agreement entered into by the parties hereto as follows:

The following numbered paragraphs are deleted in their entirety and replaced with the following:

- I. **Term** – For the 2022 HOPWA funds, services of the PROJECT SPONSOR shall start on the 1st day of June, 2023 and end on the 30th day of June, 2025. For the 2020 HOPWA funds, services of the PROJECT SPONSOR shall start upon execution of this Addendum and end on the 20th day of August, 2024. The terms of this Contract and the provisions herein may be extended to cover any additional time period during which the PROJECT SPONSOR remains in control of Housing Opportunities for Persons with AIDS (HOPWA) or other assets including program income.
- II. **Statement of Work, Implementation Schedule** – CITY shall provide a PROJECT SPONSOR A GRANT IN AN AMOUNT NOT TO EXCEED ONE MILLION FOUR HUNDRED THIRTY-ONE THOUSAND EIGHT HUNDRED EIGHTY-FOUR DOLLARS (\$1,431,884.00) of 2022 HOPWA grant funds and TWO THOUSAND NINE HUNDRED AND THIRTY-FIVE DOLLARS AND FIFTY SIX CENTS (\$2,935.56) in 2020 HOPWA grant funds. The 2020 and 2022 HOPWA funds for said grant shall come from the CITY'S General Fund Budget, with reimbursement from the CITY'S 2020 and 2022 U.S. Department of Housing and Urban Development, (hereinafter referred to as HUD), Housing Opportunity for Persons with AIDS grant (hereinafter referred to as HOPWA) funds. HOPWA funds shall be expended in strict accordance with PROJECT SPONSOR'S Scope of Services (Exhibit A), which are incorporated and attached herein.

All other terms and conditions of the 2022 MSH22F001 Grant Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed and dated this Addendum after being authorized.

CITY OF JACKSON, MISSISSIPPI

By: _____
Chokwe Antar Lumumba Date

Attest: _____
City Clerk

GRACE HOUSE, INC.

By: _____
Board President

Attest: _____
Print Name: _____
Title: _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/2/2024
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	The proposed order authorizes the Mayor to amend a contract with Grace House, Inc. to re-allocate a balance of HOPWA funds remaining from a previous subrecipient's contract, to continue assistance to HOPWA clients with supportive services that will enable them to become more self-sufficient.
2.	Public Policy Initiative: Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life
3.	Who will be affected	All Wards
4.	Benefits	City complies with requirements of HUD funding; enables expenditure of remaining grant funds that will, otherwise, be recaptured by HUD;
5.	Schedule (beginning date)	Upon approval/contract execution
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide – All Wards
7.	Action implemented by: City Department <input checked="" type="checkbox"/> Consultant	Department of Planning & Development
8.	COST	\$2,935.56
9.	Source of Funding: General Fund Grant <input checked="" type="checkbox"/> Bond Other	2020 HOPWA funds Acct. No. 122-56620-6742
	EBO participation	ABE ___% WAIVER yes ___ no ___ N/A ___ AABE ___% WAIVER yes ___ no ___ N/A ___ WBE ___% WAIVER yes ___ no ___ N/A ___ HBE ___% WAIVER yes ___ no ___ N/A ___ NABE ___% WAIVER yes ___ no ___ N/A ___

**OFFICE OF HOUSING AND
COMMUNITY DEVELOPMENT**

MEMORANDUM

TO: Chokwe Antar Lumumba, Mayor

FROM: Jhai Keeton, Director
Department of Planning and Development

DATE: June 18, 2024

RE: Agenda Item for July 2, 2024, City Council Meeting

The attached agenda item authorizes the Mayor to amend its contract between the City of Jackson and Grace House, Inc. to award a remaining balance of unexpended 2020 HOPWA grant monies for the use of Housing Opportunities for Persons with AIDS (HOPWA) funds upon the recommendations of the Department of Planning and Development:

These activities are to provide partial funding for a non-profit organizations to continue public service assistance to a needful population.

If you have any questions, please contact me at ext. 2155.

cc: Reginald Jefferson, Deputy Director, Office of Housing and Community Development
Stephanie King, Manager, Development Assistance Division

Grant Agreement Housing Opportunities for Persons With AIDS (HOPWA) Program CFDA Number 14.241	U.S. Department of Housing and Urban Development Office of Community Planning and Development
1. Grantee Name (and Administering Agency or Department, if applicable), and Address: Jackson (Jackson(City Of)) 200 S President St Jackson, MS 39201-4307	2. Grant Number: MSH20-F001
	3. Tax Identification Number: 646000503
	4. Unique Entity Identifier: 199732731
5. Fiscal Year: 2020	6. Grant Amount: \$1,434,010
7. Period of Performance Start Date (date listed in box 16) (mm/dd/yyyy) / /	8. Period of Performance End Date (36 months after the date in box 16)
9. Special Conditions (check applicable box) <input type="checkbox"/> Not applicable <input type="checkbox"/> Attached	10. Date HUD Received Grantee's Consolidated Plan Submission 07/21/2021



- I. This Agreement between the U.S. Department of Housing and Urban Development ("HUD") and the above named Grantee is made pursuant to the AIDS Housing Opportunity Act, as amended (42 U.S.C. 12901-12912) and the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") (P.L. 116-136, enacted March 27, 2020).
- II. The Grantee's submissions for assistance under the Housing Opportunities for Persons With AIDS Program ("HOPWA"), the HOPWA regulations at 24 CFR part 574 (as now in effect and as may be amended from time to time), HUD's CARES Act implementation notices and guidance (as now in effect and as may be amended from time to time), and this Agreement, including any special conditions, constitute part of the Agreement.
- III. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year as specified above ("Grant Funds") available to the Grantee upon execution of this Agreement by the Grantee and HUD. The funds may be used for costs incurred before the Period of Performance; provided that the costs are otherwise allowable and were incurred on or after the date listed in box 10, the Grantee's program year start date, or 90 calendar days before the date in box 7 (whichever is latest); or as provided in a prior written approval by HUD. Funds used to prevent, prepare for, and respond to coronavirus are allowable regardless of the date on which they were incurred.
- IV. The Grantee and each Project Sponsor that receives Grant Funds must (1) comply with the HOPWA regulations, other applicable HUD regulations, and such other terms and conditions as HUD may establish for purposes of carrying out HOPWA activities in an effective and efficient manner; (2) conduct an ongoing assessment of the housing assistance and supportive services required by the participants in HOPWA activities; (3) assure the adequate provision of supportive services to the participants in HOPWA activities; (4) cooperate and coordinate in providing assistance under HOPWA with the relevant state- and local-government agencies responsible for services for eligible persons in the area served by the Grantee and with other public and private organizations and agencies providing services for eligible persons; (5) prohibit any fee, except rent, from being charged of any eligible person for any housing or services provided with Grant Funds; (6) ensure the confidentiality of the name of any individual assisted through HOPWA activities and any other information regarding individuals receiving assistance with Grant Funds; and (7) maintain and make available to HUD for inspection financial records sufficient, in HUD's determination, to ensure proper accounting and

disbursing of Grant Funds.

- V. The Grantee must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Grantee must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Grantee will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200, including appendices.
- VI. The Grantee may only provide Grant Funds to Project Sponsors pursuant to legally binding agreements that contain the provisions required by 2 CFR 200.331(a) and state each commitment to which the Project Sponsor must agree under 24 CFR 574.500(b)(1) through 574.500(b)(4).
- VII. The Grantee must draw down Grant Funds no less than quarterly. A request by the Grantee to draw down Grant Funds under any payment system constitutes a representation by the Grantee that it and all participating parties are in compliance with this Grant Agreement.
- VIII. The Grantee must comply with HUD instructions regarding use of and reporting in the Integrated Disbursement and Information System ("IDIS") or its successor.
- IX. If the Grantee uses homelessness or chronic homelessness as primary client eligibility criteria, the Grantee is encouraged to use a Homeless Management Information System ("HMIS") to track services for homeless clientele, provided that medical information and HIV status are not shared with providers that do not have direct involvement in the eligible person's case management, treatment, and care in line with their signed release of information.
- X. If the amount in box 6 above exceeds \$500,000, the Grantee must comply with the award term and condition for reporting of matters related to recipient integrity and performance at Appendix XII to 2 CFR part 200.
- XI. The Grantee must submit a Consolidated Annual Performance and Evaluation Report (CAPER) in accordance with 24 CFR 574.520(a). The CAPER is due to HUD within 90 days of the end of each 12-month program year until all Grant Funds are expended.
- XII. The Grantee must use program income in accordance with the addition method provided in 2 CFR 200.307(e)(2).
- XIII. The Grantee agrees to assume the responsibility for environmental review, decision-making, and action that would otherwise apply to HUD in accordance with 24 CFR 58.4 and 24 CFR 574.510.
- XIV. The Grantee and each Project Sponsor that receives Grant Funds are encouraged to obtain certificates of completion of the Getting to Work, HOPWA Oversight, and CPD Financial Management training curriculums by at least one of its employees every three years.
- XV. The Grantee must update client eligibility records no less than annually.
- XVI. This Grant is not for research and development (R&D), as defined at 2 CFR 200.87.
- XVII. Grant funds used to prevent, prepare for, and respond to coronavirus to are subject to the following CARES Act modifications to the HOPWA program:
 - a. The Grantee may use up to six (6) percent of Grant Funds for administrative purposes.
 - b. Project Sponsors may use up to ten (10) percent of its subaward for administrative purposes.

- c. Short term rent, mortgage, and utility assistance payments to prevent homelessness may be provided for a period of up to 24 months.
- d. Funds may be used to provide relocation services for eligible persons or their household members not living with HIV/AIDS.

XVIII. Grants funds that are used to prevent, prepare for, and respond to coronavirus are subject to section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442). The grantee agrees to establish and maintain adequate procedures to prevent any duplication of benefits for funds spent to prevent, prepare for, and respond to coronavirus.

11. For HUD (Name and Title of Authorized Official) Donnetta McAdoo, CPD Director	12. Signature <input checked="" type="checkbox"/> 	13. Date 08 /20/ 2021 "Federal Award Date")
14. For the Grantee (Name and Title of Authorized Official) Chokwe Antar Lumumba, Mayor	15. Signature <input checked="" type="checkbox"/> 	16. Date (mm/dd/yyyy) 08/20/2021

**HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)
2022 MSH22F001 GRANT AGREEMENT
BETWEEN
THE CITY OF JACKSON, MISSISSIPPI
AND
GRACE HOUSE, INC.**

THIS CONTRACT, is by and between the City of Jackson, Mississippi hereinafter called the **[REDACTED]** and Grace House, Inc. (hereinafter called the "PROJECT SPONSOR").

WHEREAS, the CITY has applied for and received funds from the United States Government under the Housing Opportunities for Persons with AIDS Grant (HOPWA); and

WHEREAS, this program is authorized and governed by the following, and from time to time may be amended: AIDS Housing Opportunity Act, 42 USC Sec. 12901 et seq. (the "Act"), Housing Opportunities for Persons with HIV/AIDS Program Rule, 24 CFR 574 as amended, and the Consolidated Plan Rule, 24 CFR 91 as amended (the "Regulations"); all of which are incorporated herein as part of this Agreement.

WHEREAS, said HOPWA Grant, does allow for the provision of housing and access to support services for low income persons living with the Human Immunodeficiency Virus (HIV) and/or the Acquired Immunodeficiency Syndrome (AIDS) and their families residing in the metropolitan area pursuant to 24 CFR 574 of the HOPWA regulations; and,

WHEREAS, the CITY is desirous of obtaining the services of the above-named project sponsor to provide housing assistance and related services pursuant to the above referenced regulations in a manner consistent with the terms of this agreement; and,

WHEREAS, In 2004, the Jackson Metropolitan Statistical Area (MSA) was expanded from the existing Hinds, Madison and Rankin Counties to also include Simpson and Copiah Counties. This expansion enabled the expanded MSA to become directly eligible for HOPWA. This change was made by HUD based on 2004 Census data and the effect it had on the Office of Management and Budget's determination of Metropolitan Statistical Area (MSA).

NOW, THEREFORE, for and in consideration of the mutual benefit herein provided for and expressed in accordance with the terms and conditions of 24 CFR Part 574, the CITY and the above-named project sponsor do hereby agree as follows:

I. **Term - Services of the PROJECT SPONSOR shall start on the 1st day of June, 2023 and end on the 30th day of June, 2025. The term of this Contract and the provisions herein may be extended to cover any additional time period during which the PROJECT SPONSOR remains in control of Housing Opportunities for Persons with AIDS (HOPWA) or other assets including program income.**

II. **Statement of Work, Implementation Schedule - CITY shall provide PROJECT SPONSOR a grant in an amount not to exceed ~~One Million Four Hundred Eighty-Four Dollars (\$1,431,884.00)~~ ~~One Million Four Hundred Eighty-Four Dollars (\$1,431,884.00)~~. The funds for said grant shall come from the CITY's General Fund Budget, with reimbursement from the CITY's 2022 U.S. Department of Housing and Urban Development, (hereinafter referred to as HUD), Housing Opportunities for Persons with AIDS Grant (hereinafter referred to as HOPWA) funds. HOPWA funds shall be expended in strict accordance with PROJECT SPONSOR's Scope of Services (Exhibit A) which are incorporated and attached herein.**

III. **GRACE HOUSE, INC. RESPOSIBILITIES UNDER THIS CONTRACT**

A. **PROJECT SPONSOR shall manage Jackson's MSA HOPWA clients in accordance with the HOPWA program Rule at 24 CFR 574, as amended.**

B. **Provide services to persons who are medically diagnosed with HIV/AIDS and their families and have low-income of 80% or below the area median income. PROJECT SPONSOR shall provide services in the City of Jackson's MSA: Hinds, Madison, Rankin, Simpson, and Copiah. Activities allowable under the City of Jackson's HOPWA Program include:**

1. **Short-Term Rent, Mortgage, and Utility (STRMU): Assistance payments to prevent the homelessness of a tenant or mortgagor for costs accruing over a period of no more than 21 weeks during any 52 weeks period. STRMU is suitable for persons who experience episodic problems with paying rent, mortgage, and utility costs. However, the City expects the assistance to be reasonable and to be used in emergency or crisis situations in order to prevent homelessness.**

2. **Tenant-Based Rental Assistance (TBRA): funding provided to an eligible client and the client selects a housing unit of his or her choice. If the client moves out of the unit, the contract with the owner ends and the client can move with continued assistance to another unit.**

3. **Facility-Based Assistance (Master Leasing)** – allow project sponsors to directly lease individual units, blocks of units, or an entire structure from a private owner. The project sponsor pays the total monthly rent for all units, fills the units through subleases or occupancy agreements with HOPWA-eligible households, and collects subtenant rental payments. **Shared Housing Arrangements** - the rent charged for an assisted family or individual shall be in relation to the size of the private space for that assisted family or individual in comparison to other private space in the shared unit, excluding common space.
4. **Supportive Services:** including, but not limited to, health, mental health, assessment, drug and alcohol abuse treatment and counseling, day care, personal assistance, nutritional services, intensive care when required, and assistance in gaining access to local, State, and Federal government benefits and services, except that health services may only be provided to individuals with acquired immunodeficiency syndrome or related diseases and not to family members of these individuals.
5. **Resource Identification:** to establish, coordinate and develop housing assistance resources for eligible persons (including conducting preliminary research and making expenditures necessary to determine the feasibility of specific housing-related initiatives).
6. **Short-term Supported Housing:** provides funding for temporary shelters which may include emergency transitional shelters or hotel. Housing assistance may provide residence to any eligible person for up to 60 days during any 6-month period. (The 60 days do not have to be consecutive) The CITY expects the housing conditions to be safe and sanitary and the rents reasonable for the type of housing provided.
7. **Permanent Housing Placement (PHP):** assistance that helps participants achieve permanent housing. PHP includes reasonable costs of security deposits, application fees, credit check, and first month's rent for homeless persons. This shall not exceed two months of rent costs. PHP may also assist with one-time hookup costs for utility deposits, including electric, gas, water and sewer. PHP assistance may not be used for move-in support such as moving supplies, furnishing, or repairs to the housing unit.
8. **Administrative Costs:** Project Sponsor may use not more than 7 percent of their allocated amount for administrative costs. These are costs for general management, oversight, coordination, evaluation, and reporting on eligible

activities. Such costs do not include costs directly related to carrying out eligible activities, since those costs are eligible as part of the activity delivery costs of such activities.

- C. Individualized Client Housing Plans:** are required as a means to address the HOPWA outcome goals. HOPWA regulations require a housing plan and appropriate supportive services to be provided as part of any HOPWA-assisted housing. The plan should address all needs and barriers to housing stability identified through the assessment. This plan can be used by case managers to develop a strategy for helping clients obtain and maintain housing stability. Regular follow-up should occur at a frequency appropriate to need.
- D. Client Data – PROJECT SPONSOR** shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available, upon request, to the City’s program monitors or their designees for review.
- E. Audits –** It is necessary for the CITY to be able to identify the HOPWA program expenditures through the financial documents provided by PROJECT SPONSOR. Thus, PROJECT SPONSOR hereby agrees to provide the City a copy of their annual audit(s) within 180 days after PROJECT SPONSOR’s fiscal year ends. Said audit(s) shall be performed by an independent certified public accountant and shall specifically cover PROJECT SPONSOR’s activities and expenditures of HOPWA funds for the term of this Contract in conformance with the Single Audit Act Amendments of 1996. The audit submitted must include a copy of any management letter or report on internal controls issued by the Certified Public Accountant. Any deficiencies noted in audit reports must be fully cleared by PROJECT SPONSOR within 30 days after receipt by PROJECT SPONSOR. A written response must be submitted to the CITY by PROJECT SPONSOR detailing the corrective action taken to address the deficiencies. Failure of PROJECT SPONSOR to comply with the above audit requirements will constitute a violation of this Contract and may result in the withholding of future payments.
- F. Inspections – PROJECT SPONSOR** records with respect to any matters covered by this Contract shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

- G. PROJECT SPONSOR shall establish and maintain a checking account in accordance with all previously referenced statutory and regulatory requirements as well as all applicable Mississippi statutory and regulatory requirements by which it is bound. This account shall be entitled "Jackson MSA Housing Program" and shall be maintained totally separate and distinct from the PROJECT SPONSOR's Housing Program" account.
- H. PROJECT SPONSOR shall compute and submit a monthly invoice for expenses authorized under the grant (as described in Attachment B), by the Act and the Regulations, and submit same to the City for payment. HOPWA funds shall be made available to PROJECT SPONSOR on an "as needed" basis. Requests for payment, supported by properly documented time sheets, invoices or other evidence of eligible expenditures, shall be submitted to the Development Assistance Division within five (5) days after the end of each month. Reimbursement shall be made by the City within forty-five (45) days of the submission of the monthly invoice by PROJECT SPONSOR.
- I. PROJECT SPONSOR shall submit to the City regular Monthly Status Reports detailing the progress of PROJECT SPONSOR. Such reports shall be submitted within five (5) days after the end of each month and shall be in the form and content prescribed by the CITY. The reports should include financial information and program activities accomplished during the period and any other information which will allow CITY to adequately assess PROJECT SPONSOR's performance.
- J. PROJECT SPONSOR shall complete and submit a HOPWA Consolidated Annual Performance and Evaluation Report (CAPER) to the CITY by November 1, 2023.
- K. Beginning in fiscal year (FY) 2012, HUD requires as a condition of funding that Grantees ensure that each project sponsor agrees to either obtain a certificate of completion of HOPWA Financial Management Online Training by at least one of its employees, or to demonstrate financial management capacity by the use of other credentials related to Federal requirements at Title 24, Code of Federal Regulations (CFR), Part 85.20, as specified in a HUD-approved plan. To ensure compliance, the CITY requires the PROJECT SPONSOR's entire staff working on the HOPWA Grant completes the online Financial Training and submit a copy of the completion certificate to the CITY within 30 days of start of contract period.

IV. CITY RESPONSIBILITIES UNDER THIS CONTRACT

- A. The CITY shall process HOPWA reimbursement requests by PROJECT SPONSOR on the CITY's bi-weekly Claims Docket and a direct deposit shall be issued to PROJECT SPONSOR within forty-five (45) days of the reimbursement requests pursuant to Section III, Paragraph E.
- B. **Monitoring Site Visits** – The CITY will ensure that PROJECT SPONSOR properly manage HOPWA funds in compliance with HUD regulations at 24 CFR Part 574.605, 24 CFR 85.20 and 24 CFR 85.40. City staff will monitor PROJECT SPONSOR annually to ensure compliance with the terms of the funding agreement between the CITY and the agency. This will include monitoring records kept by the applicant to demonstrate the eligibility of clients, the services provided, and other required information.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. Each party to this contract agrees to protect all confidential information provided by one party to the other; to treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or Federal law, and, except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission, and to do so by using those methods and procedures normally used to protect the party's own confidential information.

However, demographic information will be reported by PROJECT SPONSOR in a manner to comply with the HOPWA requirements at 24 CFR 574.

- B. PROJECT SPONSOR shall maintain all documents, files, reports, work papers and working documentation, electronic or otherwise, created under this Agreement, except for the City's internal administrative and quality assurance files and internal correspondence. Records shall be retained by PROJECT SPONSOR for a period of five years from the commencement of this Agreement, or such other period as may be required by applicable laws or regulations. In the event of contract termination, PROJECT SPONSOR will still be responsible for maintaining all records for the above stated time period and will continue to allow the City and HUD access to all records.

- C. Either party may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the party's responsibilities may only be undertaken with the prior approval of the CITY. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by PROJECT SPONSOR under this Contract shall, at the option of the City, become the property of the CITY and PROJECT SPONSOR shall be entitled to receive just and equitable compensation for any satisfactorily completed work on such documents or materials prior to termination.
- D. The CITY may also suspend or terminate this Contract, in whole or in part, if PROJECT SPONSOR materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the CITY may declare PROJECT SPONSOR ineligible for any further participation in City contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe PROJECT SPONSOR is in noncompliance with any applicable rules or regulations, the CITY may withhold up to fifteen (15) percent of said contract funds until such time as PROJECT SPONSOR is found to be in compliance by the CITY or is otherwise adjudicated to be in compliance.
- E. By entering this Contract, each party agrees that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of such party, to any person for influencing or attempting to influence an officer or employee of any agency, state, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, and/or a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, such party shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. PROJECT SPONSOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all project sponsors shall certify and disclose accordingly.
 4. PROJECT SPONSOR understands that this certification is a material representation of fact upon which reliance by City was placed when this transaction was made or entered into, and submission of this certification is a prerequisite imposed by Section 1352, Title 31, U.S. Code, for making or entering into this transaction. PROJECT SPONSOR further understands that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$10,000 and not more than \$100,000 for each such failure.
- F. Their responsibilities to one another shall be contingent upon the availability of funds and that such responsibilities shall terminate if said funds cease to be available.
- G. All activities under this Agreement shall be performed in accordance with all applicable federal, state, and city laws, rules, and regulations.
- H. Whenever necessary, this Agreement may be amended by written mutual consent of the CITY and PROJECT SPONSOR to meet federal or other operational requirements upon signature of authorized officials of the respective parties.
- I. Any notice or other communication required or permitted to be given under this Agreement shall be made in writing and sent to the parties at their respective business addresses:

City of Jackson, Mississippi
Attn: Office of Housing and Community Development
218 S. President Street
Jackson, MS 39205

Grace House, Inc.
Attn: Stacey Howard
P. O. Box 68924
Jackson, MS 39286-8924

VI. OTHER FEDERAL REQUIREMENTS

- A. Cooperation – PROJECT SPONSOR agrees to cooperate and coordinate in providing assistance with the agencies of relevant state and local governments responsible for services in the Jackson MSA and other public and private organizations and agencies providing services for such eligible persons.
- B. Fee prohibitions – PROJECT SPONSOR agrees, that no fee will be charged of any eligible Person for any services provided with HOPWA funds.
- C. Confidentiality – PROJECT SPONSOR will ensure the confidentiality of the name of any individual assisted and any other information regarding individuals receiving assistance.
- D. Fair Housing Requirements – PROJECT SPONSOR shall comply with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101-12213) and implementing regulations at 28 CFR parts 35 and 36.
- E. Affirmative Outreach – PROJECT SPONSOR will adopt procedures to ensure that all persons who qualify for assistance, regardless of race, color, religion, sex, age, national origin, familial status, or handicap, know of the availability of the HOPWA program, including facilities and services accessible to persons with a handicap, and maintain evidence of the implementation of the procedures.
- F. Conflict of Interest – PROJECT SPONSOR agrees that it shall comply with the conflict of interest requirements in OMB Circular A-102; 24 CFR 85.36(b)(3); and Section 574.625.
- G. Displacement, relocation and real property acquisition – PROJECT SPONSOR shall comply with any applicable provisions at Section 574.630 regarding displacement, relocation and real property acquisition.
- H. Lead-based paint – PROJECT SPONSOR shall comply with the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821 – 4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 – 4856), and implementing regulations at part 35, subparts A, B, H, J, K, M, and R.
- I. Uniform Administrative Requirements, Cost Principles, and Audit requirements for Federal awards - The provisions of 2 CFR part 200, “Uniform Administrative

Requirements, Cost Principles, and Audit Requirements for Federal Awards", apply to HOPWA grants.

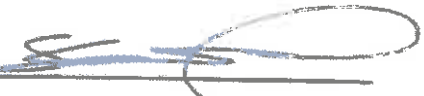
- J. General Procurement Standards – PROJECT SPONSOR must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part (2 CFR 200.318). PROJECT SPONSOR agrees to comply with procurement standards as outline in 2 CFR 200.318(a)-(k).

IN WITNESS WHEREOF, the Parties have executed and dated this Contract after being authorized to do so.

CITY OF JACKSON, MISSISSIPPI

By:  8/9/2023 Date: 8/9/2023
Chokwe Antar Lumumba Mayor
Attest: 
City Clerk

GRACE HOUSE, INC.

By:  6-13-2023 Date: 6-13-2023
William Box Board President
Attest: 
Print Name: Stacey House
Title: Executive Director

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)

**SCOPE OF SERVICES
OBJECTIVES**

The Project Sponsor shall accomplish the following objectives. This shall be done by performing the specified activities and evaluating the results using the listed methods to focus on process and/ or outcome.

SERVICE CATEGORY: Supportive Services

AGENCY: Grace House

MEASURABLE OBEJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	ANTICIPATED # OF CLIENTS TO BE SERVED
Case Management will be provided to 272 people in 185 HH	Grace House is currently providing CM to 95 HH with 64 beneficiaries = 159 people	Grace House will increase services to 45 households within the first two months. Approximately 30 beneficiaries will also be assisted = 75 the additional 50 HH will be engaged throughout a 12 month period	272 people/185 HH
85% of 185 HH will maintain and increase income over the course of 12 months = 157 HH	<ol style="list-style-type: none"> 1. CM will record income at the time on entry into the program for all families. 2. Job training will be offered to HH who lack skills to increase income levels. 3. Level of sources of income will be assessed for all households 	CM have already provided some of the objectives to the 95 HH being served. Additional HH will receive these services at the time of annual assessment or upon engaging services whichever is applicable to the HH	263 people/157 HH

EXHIBIT

B

HOPWA BUDGET WORKSHEET

PROJECT SPONSOR: Grace HouseGRANT NUMBER: MSH22F001TOTAL ALLOCATION: \$ 1,431,884.00

NOTE: IN ORDER TO BE REIMBURSED FOR ANY HOPWA ACTIVITY LISTED BELOW- PROJECT SPONSOR MUST PROVIDE DOCUMENTATION OF PAYMENT, SERVICES, ETC.

ELIGIBLE ACTIVITIES:	BUDGET AMOUNT
PERMANENT HOUSING PLACEMENT (PHP)	\$0
Housing referral; Tenant counseling; Application fees; credit check expenses; First month's rent and security deposit (not to exceed two months' rent); one-time utility connection fees and processing costs	
SUPPORTIVE SERVICES:	\$157,471.12
Description: including, but not limited to, health, mental health, assessment, drug and alcohol abuse treatment and counseling, day care, personal assistance, nutritional services, intensive care when required, and assistance in gaining access to local, State, and Federal government benefits and services, except that health services may only be provided to individuals with acquired immunodeficiency syndrome or related diseases and not to family members of these individuals.	
RESOURCE IDENTIFICATION:	\$0
Description: Includes: establishing, coordinating and developing housing assistance resources for eligible persons (including conducting preliminary research and making expenditures necessary to determine the feasibility of specific housing-related initiatives).	
TENANT-BASED RENTAL ASSISTANCE (TBRA)	\$894,872.21
Description: Under TBRA, funding is provided to an eligible client and the client selects a housing unit of his or her choice.	
SHORT-TERM, MORTGAGE & UTILITY PAYMENT TO PREVENT HOMELESSNESS (STRMU):	\$180,993.54
Description: Assistance payments to prevent the homelessness of a tenant or mortgagor for costs accruing over a period of no more than 21 weeks during any 52 weeks period. STRMU is suitable for persons who experience episodic problems with paying rent, mortgage, and utility costs.	
SHORT-TERM SUPPORTED HOUSING (STSH):	\$0
Description: Provides funding for temporary shelters which may include emergency transitional shelters or hotel. Housing assistance may provide residence to any eligible person for up to 60 days during any 6-month period.	
FACILITY-BASED ASSISTANCE:	\$98,315.25
Description: Master Leasing - clients may receive assistance only so long as they are eligible and reside at the project-based unit.	
ADMINISTRATIVE COSTS:	\$100,231.88
Project Sponsor may use not more than 7 percent of their allocated amount for administrative costs. These are costs for general management, oversight, coordination, evaluation, and reporting on eligible activities. Such costs do not include costs directly related to carrying out eligible activities, since those costs are eligible as part of the activity delivery costs of such activities. MUST PROVIDE DOCUMENTATION IN ORDER TO BE REIMBURSED.	
TOTAL HOPWA BUDGET	\$1,431,884.00

Name History

Name

GRACE HOUSE, INC.

Name Type

Legal

Business Information

Business Type:

Non Profit Corporation

Business ID:

598890

Status:

Good Standing

Effective Date:

07/09/1993

State of Incorporation:

Mississippi

Principal Office Address:

P O BOX 1336
JACKSON, MS 39215-1366

Registered Agent

Name

Catherine Carter Sullivan Esq

725 Seneca Ave.

Jackson, MS 39216

Officers & Directors

Name

R WILSON MONTJOY II

1400 TRUSTMARK BLDG, 248

E CAPITAL ST

JACKSON, MS 39201

Title

Incorporator

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND MULTI-CON, INC FOR THE USE OF GENERAL FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES TO SATISFY COMPONENTS OF FEDERAL HOME FINDINGS AND THE VOLUNTARY COMPLIANCE AGREEMENT REGARDING THE BON AIR SUBDIVISION.

WHEREAS, on May 28, 2013, found at Minute Book 6-D Page 648, the Mayor was authorized to execute a Voluntary Compliance Agreement (VCA) on behalf of the City of Jackson, Mississippi regarding the limited monitoring and onsite review of the Bon Air Subdivision project; and

WHEREAS, on May 5, 2023 contractors were able to conduct a comprehensive walk through of one (1) home located in the Bon Air subdivision. Based on their assessment, each contractor determined the cost or repair. These activities will be required to enter into a HUD approved contract agreement with the City of Jackson, the Bon Air Subdivision homeowner, and contractor to perform repairs on the house; and

WHEREAS, on May 12, 2023 the Office of Housing and Community Development received two (2) quotes from qualified, licensed, and certified contractors to complete electrical, plumbing, interior general, exterior general, ADA accessibility renovations; and

WHEREAS, on May 16, 2023, the city received a letter of acceptance from Multi-Con, Inc. accepting the award amount of \$48,783.00 for 109 Calhoun Street.

IT IS FURTHER ORDERED that the total amount shall not exceed Fifty-Three Thousand Seven Hundred Eighty-Three Dollars (\$53,783.00) for the entire project, this amount includes any authorized change orders which cannot exceed Five Thousand Dollars (\$5,000.00) per bid with the proper supporting documentation evidencing a need.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute any and all documents necessary to enter into an Agreement with Multi-Con, Inc. for the use of general funds for the repair of one property located at 109 Calhoun Street, in the Bon Air Subdivision.

Council Member Grizzell moved adoption; Council Member Hartley seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – None.



ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT BETWEEN THE CITY OF JACKSON AND GRACE HOUSE, INC. FOR THE USE OF 2022 HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM FUNDS IN THE JACKSON METROPOLITAN STATISTICAL AREA(MSA) FOR A TOTAL OF \$1,431,884.00 FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

WHEREAS, on December 13, 2022 the U.S. Department of Housing and Urban Development (HUD) notified the City of Jackson of its 2022 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low-and moderate-income persons and special needs populations across the country; and

WHEREAS, by Order entered on July 19, 2022, recorded in Minute Book 6V, Pages 311-312, the governing authorities authorized the Mayor to submit to the U.S. Department Of Housing and Urban Development The City Of Jackson's 2022 One-Year Annual Action Plan Of the 2020-2024 Consolidated Plan in the amount of \$4,054,417.00; and

**SPECIAL MEETING OF THE CITY COUNCIL
MONDAY, JULY 3, 2023 10:00 A.M.**

503

WHEREAS, the Office of Housing and Community Development recommends entering into a contract with Grace House, Inc. to provide eligible HOPWA services to residents of the City of Jackson's Metropolitan Statistical Area, which includes Hinds, Rankin, Madison, Copiah, Holmes, and Simpson counties; and

WHEREAS, the contract shall be effective June 1, 2023 to June 30, 2025 and be for an amount not to exceed \$1,431,884.00.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and all other necessary documents with Grace House, Inc. to implement the Housing Opportunities for Persons With AIDS (HOPWA) program in the Jackson Metropolitan Statistical Area (MSA).

IT IS FURTHER ORDERED that the contract shall be effective from June 1, 2023 to June 30, 2025 and shall be for an amount not to exceed \$1,431,884.00.

Council Member Grizzell moved adoption; Vice President Lee seconded.

President Banks recognized Chloe Dotson, Director of Planning and Development, who provided a brief overview of said item.

Thereafter, President Banks called for a vote of said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.
Nays – None.
Absent – None.

There came on for consideration Agenda Item No. 21:

ORDER AUTHORIZING THE MAYOR TO SUBMIT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT THE CITY OF JACKSON'S 2023 ONE-YEAR ACTION PLAN OF THE 2020-2024 CONSOLIDATED PLAN. Said item was pulled by the Administration.

RESOLUTION OF THE GOVERNING AUTHORITIES OF THE CITY OF JACKSON AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS APPROVING THE CITY OF JACKSON PUBLIC TRANSIT (JTRAN) ZERO EMISSION TRANSITION AND SUSTAINABILITY STRATEGY ACTION PLAN.

WHEREAS, in 2021 the federal government committed to the goal of 50-52% reduction in gas-related emissions from 2005-2030; and

WHEREAS, the Federal Transit Administration (FTA) acknowledged that public transportation plays an important role in confronting environmental challenges; and

WHEREAS, the Mississippi Public Service Commission (PSC) has begun to establish methods to incentivize green electricity generation in the state; and

WHEREAS, the 2022 Bipartisan Infrastructure Law has made funding availability to states, designated recipients, and local governmental entities that operate fixed route bus service to replace, rehabilitate, and purchase buses and related equipment and to construct bus related facilities including technological changes or innovations to modify low or no emission vehicles or facilities; and

WHEREAS, the 2022 Bipartisan Infrastructure Law requires that all states, designated recipients, and local governmental entities that operate fixed route bus service submit a zero-emission fleet transition plan; and

WHEREAS, the City of Jackson Transit Services has set a target of 50% reduction of gas related emission by 2030; and

WHEREAS, the inclusion of gas-related emission reduction technologies and/or resilient and environmentally-conscious recommendations in grant application is now a requirement for most FTA programs and can serve as a means for the City of Jackson to procure funding for transit infrastructure or planning projects; and

WHEREAS, the City of Jackson will be employing these strategies in its vehicles as they become more feasible to implement and economically beneficial due to the increased production of electric buses and technological improvements, resulting in decreased production cost of electric propulsion systems, improved systems reliability, and improved travel distances between charges of electric vehicles; and

WHEREAS, transitioning to gas related emissions reduction technologies and developing a Zero-Emission Transition and Sustainability Strategy Action Plan creates economic opportunity for the area by creating jobs, attracting businesses, developing business forward policies for the future, and setting the City apart as a place on the forefront of technological advancement and innovation; and

WHEREAS, the Zero-Emission Transition and Sustainability Strategy Action Plan and subsequent updates must be signed by the Accountable Executive and approved by the agency's governing body.

NOW THEREFORE BE IT RESOLVED by the governing authorities that the Mayor is authorized to execute Resolution#2023-02 to the City of Jackson Public Transit (JTRAN) Zero-Emission Transition and Sustainability Strategy Action Plan consistent with and in compliance with the requirements of said plan in the Fiscal Year 2023 Certifications & Assurances.

Council Member Grizzell moved adoption; Vice President Lee seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.
Nays – None.
Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CDFL ARCHITECTS + ENGINEERS, A PROFESSIONAL ASSOCIATION TO PROVIDE CONCEPTUAL SCOPES OF WORK AND CONSTRUCTION BUDGETS FOR RENOVATION AND IMPROVEMENT WORK AT PUBLIC SAFETY COMMUNICATIONS AND INFORMATION SYSTEMS BUILDING.

WHEREAS, the City of Jackson Engineering Department has selected the consulting firm of CDFL Architects + Engineers PA for the renovation and improvement project at the Public Safety Communications and Information Systems building; and

WHEREAS, under the agreement, CDFL Architects + Engineers PA will assist the City of Jackson Police and Information Systems Departments in establishing budgets for construction, and architect/engineers' fees for repairs and renovations for the project; and

WHEREAS, the work under the agreement will include establishing conceptual scopes of work with the Police and Information Systems Departments' input and budget pricing for the project; and

WHEREAS, the budgets will be based on an understood Scope of Work that will not have been quantified or qualified by Construction Documents, and actual construction costs and fees will vary based on the final Scope of Work and the escalation of construction costs; and


WHEREAS, the work to be performed includes investigation and analysis of existing conditions, roof investigation, and scope development with budget estimates in an amount not to exceed \$10,500.00; and


Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH GRACE HOUSE, INC. TO AWARD 2020 HOPWA FUNDS IN THE AMOUNT OF TWO THOUSAND NINE HUNDRED AND THIRTY-FIVE DOLLARS AND FIFTY-SIX CENTS (\$2,935.56) is legally sufficient for placement in NOVUS Agenda.



Drew M. Martin, *City Attorney*
Sondra Moncure, *Special Assistant* 



Date

OFFICE OF THE CITY ATTORNEY
7/19/24
D.M.

**OFFICE OF HOUSING AND
COMMUNITY DEVELOPMENT**

MEMORANDUM

TO: Chokwe Antar Lumumba, Mayor

FROM: Jhai Keeton, Director
Department of Planning and Development

DATE: June 18, 2024

RE: Agenda Item for July 2, 2024, City Council Meeting

The attached agenda item authorizes the Mayor to amend its contract between the City of Jackson and Grace House, Inc. to award a remaining balance of unexpended 2020 HOPWA grant monies for the use of Housing Opportunities for Persons with AIDS (HOPWA) funds upon the recommendations of the Department of Planning and Development:

These activities are to provide partial funding for a non-profit organizations to continue public service assistance to a needful population.

If you have any questions, please contact me at ext. 2155.

cc: Reginald Jefferson, Deputy Director, Office of Housing and Community Development
Stephanie King, Manager, Development Assistance Division

24

Shirley A. Cleveland
CITY CLERK

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, SHIRLEY A. CLEVELAND, AND MULTI-CON INC. FOR THE USE OF CDBG FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES UNDER THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S LIMITED REPAIR PROGRAM (WARD 2)

WHEREAS, the Office of Housing and Community Development recommends that the governing authority for the City of Jackson authorize the use of 2019 and 2022 Community Block Grant Funds (CDBG) to support housing repair activities within the City of Jackson; and

WHEREAS, the City of Jackson, Office of Housing and Community Development (OHCD), was awarded \$1,898,015.00 of CDBG funds with a period of performance starting October 1, 2019, through September 1, 2026; and

WHEREAS, in addition, the City was awarded \$1,479,031.40 of CDBG funds with a period of performance starting October 1, 2022, through September 1, 2029; and

WHEREAS, OHCD will use the 2019 and 2022 CDBG funds to support the Limited Repair Rehabilitation Program; and

WHEREAS, OHCD is responsible for understanding and adhering to HUD's eligible rehabilitation activities as set forth in 24 CFR § 570.202; and

WHEREAS, the OHCD created a scope of work for 5304 Queen Christina Lane Jackson, Mississippi 39209, which is attached and made a part of the minutes; and

WHEREAS, this scope of work was sent to the list of from qualified, licensed, and certified contractors maintained by the OHCD and the list was created in response to a Request for Qualification issued by OHCD; and

WHEREAS, on April 28, 2023, OHCD received five (5) quotes from qualified, licensed, and certified contractors, to complete the above-referenced work; and

WHEREAS, the quotes received were as follows:

- Multi-Con, Inc. proposed to complete the work for \$41,836.00;
- Management Services Resource, LLC proposed to complete work for \$55,000.00; and
- Benjamin Wiggins DBA Ben Wiggins Remodeling proposed to complete work for \$46,000.00;
- A1-n-1 Maint, LLC proposed to complete work for \$38,900.00; and
- Murphy's Development, LLC proposed to complete work for \$80,300.00.

WHEREAS, the OHCD received a letter of acceptance from A1-n-1 Construction accepting the award in the amount of thirty-eight thousand nine hundred dollars (\$38,900.00) to perform repairs at 5304 Queen Christina Lane, Jackson, MS 39209; and

Agenda Item # **24**
July 30, 2024
(Keeton, Lumumba)

WHEREAS, on March 13, 2024, OHCD determined that the lowest bidder lacked the requisite documentation from the Mississippi Secretary of State; and

WHEREAS, OHCD is required to move forward with the next lowest bidder; and

WHEREAS, on March 18, 2024, OHCD received a letter of acceptance from Multi-Con Inc. accepting the award amount of forty-one thousand eight hundred thirty-six dollars (\$41,836.00) to perform repairs at 5304 Queen Christina Lane, Jackson, MS 39209; and

WHEREAS, the terms of the agreement with Multi-Con, Inc. and Shirley Cleveland are as follows:

SECTION 1 – LABOR, MATERIALS AND WORK WRITE-UP

CONTRACTOR shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the "Work Write-Up" and described in the specifications and other Contract Documents prepared for _____ by the Housing Program Inspector, and attached hereto as "*Attachment A*" and made a part hereof for the total sum of SEVENTY-FOUR THOUSAND SIX HUNDRED NINETY-SEVEN DOLLARS (\$74,697.00). The total sum provided to complete said work to be performed on the structure(s)/property located at 1623 WOOD ST, JACKSON, MS 39203, all in accordance with terms of the Contract Documents is being provided to the HOMEOWNER in the form of a grant and is secured by the Lien Notice and Restriction on Transfer, which will be filed at the Hinds County Chancery Clerk as attached hereto as "*Attachment B*".

SECTION 2 – SCOPE OF WORK

CONTRACTOR acknowledges that it has prepared the CONTRACTOR's Proposal as attached hereto as "*Attachment C*" and made a part hereof and that such proposal is accurate and consistent as to the name of CONTRACTOR, scope of work that the CONTRACTOR will undertake and price. CONTRACTOR acknowledges that the performance requirement established in the write-up and warrants that all work undertaken will conform to said specifications.

SECTION 3 – TIME OF COMPLETION/ NOTICE TO PROCEED

The Homeowner(s)/Office of Housing and Community Development (OHCD) shall issue a written Notice to Proceed within five (5) working days from the date this Agreement is fully executed, accepting the CONTRACTOR'S bid and proposal, provided the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Homeowner(s)/OHCD.

The CONTRACTOR shall commence working within ten (10) working days after issuance of the "Notice to Proceed." Lead remediation, intervention, interim controls, abatement, lead work, and any other work pertaining to the removal or containment of lead base paint hazards must be completed and initially cleared with ten (10) working days. After which any remaining work not

pertaining to the removal or containment of lead hazards shall be completed within twenty (20) working days. After all work is completed a final clearance test shall be performed to ensure lead hazards have been properly removed and/or contained. The entire contract shall be enforceable for a period not to exceed thirty (30) working days.

Failure to complete said work by the aforementioned date will warrant a Notice to Failure to be mailed to the CONTRACTOR at the address furnished herein, and shall automatically levy a charge to the CONTRACTOR of fifty dollars (\$50.00) daily to be deducted from the contract price until the job is satisfactorily completed. The Homeowner/OHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

SECTION 4 –SPECIFICATIONS, CODES AND REGULATIONS

CONTRACTOR shall comply with all appropriate specifications, including the general conditions provided separately to the CONTRACTOR and codes referred to and with all regulations, ordinances and laws of the City of Jackson, the State of Mississippi, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors.

SECTION 5 - INSURANCE

In carrying out the work herein proposed, the CONTRACTOR will maintain, as a minimum, the following insurance coverage:

- A. CONTRACTOR shall, at its expense, carry General Liability Insurance, with maximum limits not less than \$1,000,000 aggregate and \$1,000,000 each occurrence for bodily injury and \$1,000,000 aggregate and \$1,000,000 each occurrence for property damage.
- B. CONTRACTOR shall comply, at its expense, with all applicable provisions of the Workman's Compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.
- C. CONTRACTOR shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits not less than \$500,000 for one accident and Automotive Property Damage Insurance with maximum limits not less than \$250,000 for one accident to protect from all claims arising from the use of the following:
 - (1) CONTRACTOR's own automobiles and trucks
 - (2) Hired automobiles and trucks
 - (3) Automobiles and trucks owned by subcontractors

The aforementioned is to cover use of automobiles and trucks on and off the project sites.

- D. CONTRACTOR shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as the named insured and their servants, agents and employees as

additional insured in amounts not less than bodily injury in the amount of \$500,000 for each person and \$1,000,000 aggregate and property damage liability in the amount of \$250,000 for each occurrence for damages arising out of an injury or destruction of property and a total (or aggregate) limit of \$500,000 for all damages arising out of injury to or destruction of property during the policy period.

- E. CONTRACTOR shall provide copies of such certificates before commencement of work, but this action will not relieve the CONTRACTOR of its independent obligation to obtain such insurance.

The CONTRACTOR shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the City. If a part of this contract is sublet, the CONTRACTOR shall require each Subcontractor to carry insurance of the same kinds and in like amounts carried by the prime CONTRACTOR.

Certificates of insurance shall state that thirty (30) days written notice will be given to the CITY before the policy is canceled or changed. No CONTRACTOR or Subcontractor will be allowed to start any work pertaining to the Agreement until certificates of all insurance required herein are filed with and approved by the CITY. The Certificates shall show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

SECTION 6 – ASBESTOS & LEAD BASED PAINT COMPLIANCE

- A. CONTRACTOR shall comply with the provisions of 29 CFR Part 1926(OSHA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:
1. The CONTRACTOR shall contact the CITY'S inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
 2. The CONTRACTOR shall conduct air quality monitoring when appropriated for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 µg/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
 3. The CONTRACTOR shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
 4. The CONTRACTOR shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
 5. The CONTRACTOR shall make proper facilities available for worker hygiene when entering or exiting a work area.
 6. The CONTRACTOR shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
 7. The CONTRACTOR shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning

is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH").

8. The CONTRACTOR shall comply with all relevant MS Laws as well as federal laws at, 24 CFR 35 governing lead-based paint conditions in residential structures, EPA regulations at 40 CFR Part 61 governing asbestos, OSHA worker protection regulations, and any other relevant State and Federal lead-based paint regulations.
- B. CONTRACTOR shall agree to hire and secure a certified lead abatement agent to perform any lead work that requires abatement and/or supervision of lead work to ensure the unit is property contained while lead is being abated or contained. The CONTRACTOR also acknowledges and agrees that any lead work completed that does not require abatement, but can be contained through Renovation, Repair, and Painting (RRP) should be conducted by a licensed RRP certified firm. The CONTRACTOR shall furnish the credentials of the abatement agent and/or the RRP firm at the request of CITY and/or HOMEOWNER.
- C. CONTRACTOR and any subcontractors or agents shall comply with all relevant State and Federal Laws pursuant to 24 CFR 35.134(b) clearance regulations. The CONTRACTOR acknowledges and agrees that the unit will not be completed until all clearances have been performed and achieved. If dwelling has not been cleared of lead risk hazards based on the lab results from the clearance measurements, the risk assessor will repeat clearance procedures until clearance is achieved at the expense of the contractor.

SECTION 7 – PERMITS AND LICENSES

The CONTRACTOR shall obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

SECTION 8 – DEBRIS AND MATERIAL REMOVAL

The CONTRACTOR shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the CONTRACTOR, unless specifically spelled-out otherwise in the "Work write-up." The CONTRACTOR shall also dispose of demolition debris in compliance with State and Federal laws.

SECTION 9 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this contract without the prior written consent of the other. CONTRACTOR is responsible for all work carried out by all subcontractors.

CONTRACTOR shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the CITY or its designees or agents, members of the governing body of the CITY, any other public official of such locality who exercises any functions or responsibilities with respect to the Neighborhood Enhancement Division giving rise to this contract during his or her tenure or for one year thereafter.

SECTION 10 – SUCCESSORS AND ASSIGNS

The CITY, HOMEOWNER(S) and the CONTRACTOR each binds itself, partners, successors, receivers, administrators and assigns to the other party to this contract, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all covenants of this contract.

SECTION 11 – NOTICES

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

CITY OF JACKSON, MISSISSIPPI **TO BE ADDED**
Attention: Deputy Director OHCD
218 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

SECTION 12 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause. If the CONTRACTOR (i) shall violate any substantial

provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the CONTRACTOR which would impair the CONTRACTOR's ability to perform its obligations hereunder, or (iii) should any of the CONTRACTOR's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the CONTRACTOR terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to CONTRACTOR concerning actions to be taken in order to affect the rescission or termination of the contract, and CONTRACTOR agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

D. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be affected by delivering to the CONTRACTOR a notice of termination specifying the date upon which such termination becomes effective. The Notice of Termination shall include reasonable instructions to the CONTRACTOR concerning actions to be taken in insuring

that the termination is effective. CONTRACTOR agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the CONTRACTOR's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

SECTION 13 - FEDERAL GRANTS

CONTRACTOR agrees to comply with federal regulations or restrictions as may be required by the terms of such LHCG, HHSF, and CDBG federal funding. In the event any other federal grants or funding becomes available, the CONTRACTOR agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

SECTION 14 - GOVERNING LAW AND LEGAL REMEDIES

This agreement shall be governed by the laws of the State of Mississippi. The CONTRACTOR expressly agrees that under no circumstances shall the CITY be obligated to pay attorney's fees or the cost of legal action against the CONTRACTOR.

SECTION 15 - INDEMNIFICATION

The CONTRACTOR agrees to indemnify and hold CITY and HOMEOWNER(S) harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the CONTRACTOR, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

The CONTRACTOR further agrees to indemnify the CITY for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the CONTRACTOR's negligence or wrongful failure to perform.

SECTION 16 - LIEN WAIVERS

The CONTRACTOR agrees to protect, defend, and indemnify the CITY and HOMEOWNER(S) from any claims for unpaid work, labor or materials with respect to CONTRACTOR's performance. Final payment shall not be due until the CONTRACTOR has delivered to the CITY and HOMEOWNER complete release of all liens for work completed arising out of CONTRACTOR'S performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the CITY and HOMEOWNER(s) indemnifying them against any lien.

SECTION 17 - GUARANTY

The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Contractor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The CITY will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the CITY may, after giving thirty (30) days' notice to the CONTRACTOR, do so and charge the CONTRACTOR the cost thereby incurred. The CITY will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

SECTION 18 – NO AGENCY

The CONTRACTOR is an independent contractor providing services to the HOMEOWNER(S) and the employees, agents, and servants of the CONTRACTOR shall in no event be considered to be the employees, agents, or servants of the HOMEOWNER(S) or CITY. This Agreement is not intended to create an agency relationship between the CONTRACTOR and the HOMEOWNER(S) or CITY.

SECTION 19 – HEADINGS

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

SECTION 20 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The CONTRACTOR will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the CONTRACTOR and the CITY that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. If the CONTRACTOR shall fail to complete the work within the Contract time or extension of time granted by the CITY, then the CONTRACTOR may be required to pay to the City the amount of \$50 per day for liquidated damages as specific in the Bid for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the contract documents.
- D. The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the CITY,
 1. To any preference, priority or allocation order duly issued by the CITY.

2. To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, Acts of God, or of the public enemy, acts of the CITY, acts of another CONTRACTOR in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
 3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).
- E. In the event that CONTRACTOR fails in any of its obligations under this Section, the CITY may take one or more of the following actions to protect its interests:
1. Suspend the performance of the agreement until CONTRACTOR provides assurances that it intends to adhere to the said Standards of Professional Conduct;
 2. Terminate this Agreement upon giving three (3) days' written notice of CONTRACTOR's failure to adhere to the terms of this Section;
 3. Debar CONTRACTOR from future work for CITY for a period not less than six (6) months. CONTRACTOR shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or
 4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

CONTRACTOR shall include in every subcontract identical language to this Section and CONTRACTOR shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject CONTRACTOR to the remedies available to CITY for CONTRACTOR's failure to adhere to the requirements of this Section.

SECTION 21 – PROHIBITION OF KICKBACKS

CONTRACTOR nor any of its officers, partners, owners, agents, representative, employees, or parties in interest has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the contractor for which the attached proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with another proposer, firm, or person to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the CITY or any person interested in the proposed contract; and

The price or prices quoted are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer any of its agents, representative

owners, employees, or parties in interest, including the affiant as so certified and attached hereto as "Attachment D" and made a part hereof.

SECTION 22 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPROSE UTILIZATION

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.
- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, an notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR'S commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. The CONTRACTOR will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 23 - TRAINING AND EMPLOYMENT OF LOWER INCOME RESIDENTS OF PROJECT AREA

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

SECTION 24 – PAYMENT

- A. The City shall pay the CONTRACTOR within 30 days but no later than 45 days of completion of the project upon receipt of final invoice and certification of satisfactory completion by the Office of Housing and Community Development.
- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to CONTRACTOR.

SECTION 25 – GENERAL PROVISIONS

This contract embodies all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute any and all documents necessary to enter into a contract with Multi-Con, Inc. and Shirley Cleveland to repair the property located at 5304 Queen Christina Lane, Jackson, MS 39209 under the Limited Repair Program.

IT IS FURTHER ORDERED that the total amount expended under the contract shall not exceed forty-one thousand eight hundred thirty-six dollars (\$41,836.00).

Item Number _____

Date _____

By: Keeton, Lumumba

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, SHIRLEY A. CLEVELAND, AND MULTI-CON INC. FOR THE USE OF CDBG FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES UNDER THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S LIMITED REPAIR PROGRAM (WARD 2) (MUHAMMAD, LUMUMBA) legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant 



Date

CITY OF JACKSON
OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT
LIMITED REPAIR PROGRAM
(LEAD SAFE JACKSON HOUSING PROGRAM SCOPE OF WORK)



MS CLEVELAND

5304 QUEEN CHRISTINA LANE

REHAB

KITCHEN

1. Paint ceiling/room approx. 854 sq. ft.
2. Install vinyl floor tile 260 sq. ft.
3. Install sink
4. Install base cabinet/counter top
5. Install vent hood over stove

LIVING ROOM

1. Remove carpet
2. Install floor vinyl floor tile approx. 154 sq. ft.
3. Paint room approx. 604 sq. ft.
4. Install ceiling fan

HALLWAY

1. Remove carpet
2. Install approx.30 sq. ft. vinyl floor tile

BEDROOM#1

1. Remove carpet
2. Install floor tile approx. 90 sq. ft.
3. Paint room approx. 432 sq. ft.
4. Install ceiling fan

BEDROOM#2

CITY OF JACKSON
OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT
LIMITED REPAIR PROGRAM
(LEAD SAFE JACKSON HOUSING PROGRAM SCOPE OF WORK)



1. Remove carpet
2. Install vinyl floor tile approx. 90 sq. ft.
3. Paint room approx. 432 sq. ft.
4. Install ceiling fan

MASTER BEDROOM

1. Remove carpet
2. Install vinyl floor tile approx. 130 sq. ft.
3. Paint room/ceiling approx. 544 sq. ft.
4. Install ceiling fan

A/C /HEATING

1. Install A/C unit

HEALTH HOME (#18, #17)

1. Replace water supply lines
2. Replace hot water heater
3. Remove/Replace toilet bathroom
4. Replace faucet

LEAD

EXTERIOR

1. Stabilize/Paint approx. 17 lin. ft. door trim
2. Stabilize/Paint 2 10 ft. poles
3. Stabilize/Paint approx. 156 sq. ft. wood siding side A of house
4. Stabilize/Paint approx. 168 lin. ft. fascia
5. Stabilize/Paint approx. 168 lin. ft. soffit
6. Stabilize/Paint approx. 42 sq. ft. porch ceiling A side of house
7. Stabilize/Paint approx. 285 sq. ft. car porch ceiling
8. Stabilize/Paint approx. 17 lin. ft. car porch door trim

MULTI-CON, INC.
P.O. BOX 9325 JACKSON, MS 39286-9325
(601)922-7777 Fax (601) 922-7717
Email: multiconelec@comcast.net

March 18, 2024

City Of Jackson
John Avery, Manager
Office of Housing and Community Development
200 South President Street (2nd Floor)
Jackson, MS 39201

Re: Letter of Acceptance – 5304 Queen Christina Lane

Dear Mr. Avery:

This will serve as formal notice to you and The City of Jackson Office of Housing and Community Development, that Multi-Con, Inc. hereby accepts the award for 5304 Queen Christina Lane in the amount of \$41,836.00.

If additional information is needed, please notify me at the address above or email multiconelec@comcast.net or call 601-540-8134.

Sincerely,

Joe C. Collins

Joe C. Collins
President

Al -n 1 construction

630 Brandon Ave.

Jackson Ms.39209

601-238-7767

Discount630@yahoo.com

To. City of Jackson

Office of Housing and Community Development

RE: letter of acceptance for 5304 Queen Christina Ln.

I, Harvey Williams DBA. Al-n-1 construction, accept and approve the bid for 5304 Queen Christina Ln, in the amount of 38,900.00

RECEIVED

AUG 01 2022

CONTRACTOR BID FORM



City of Jackson
Housing and Community Development

Program Type: Limited Repair Rehabilitation Comprehensive Rehabilitation
(Select One) Lead Program (LSJHP)

Contractor Information

Company: Multi-Con, Inc
Name: Joe C. Collins
Address: P.O. Box 9325
City, State: Jackson, MS Zip/Postal Code: 39206
Email: multiconelec@comcast.net
Phone: (601) 922-7777 Fax: (601) 922-7777

Project Bid Information

Rehabilitation Site Address: 5304 Queen Christina Lane

Based upon the scope of work and specifications provided (See Attached), Multi-Con, Inc. (company name) proposes to complete work on the above referenced property for an amount of \$ 41,836^{net}

I understand that I am bidding to participate in programs that are funded through the U. S. Department of Housing and Urban Development and that my bid must reflect costs that are both reasonable and necessary for the completion of the project as described in the documents provided to me by the City of Jackson, Office of Housing and Community Development.

Contractor Signature: [Signature] Date: 8/1/22
Print Name: Joe C. Collins Date: _____
Company: Multi-Con, Inc.

For Office Use Only:
Bid Approved by: _____ Date: _____



CONTRACTOR BID FORM

Program Type: [] Limited Repair Rehabilitation [] Comprehensive Rehabilitation
(Select One) [x] Lead Program (LSJHP)

Contractor Information:

Company: Management Services Resource
Name: Jerry Building
Address: 750 Boling St. Suite 6
City, State: Jackson, MS Zip/Postal Code: 39209
Email: buildingj@msrcmst.us
Phone: 601-720-1252 Fax: 769-233-7577

Project Bid Information:

Rehabilitation Site Address: 5304 Queen Christina Lane

Based upon the scope of work and specifications provided (See Attached),
(company name) proposes to complete work on the above
referenced property for an amount of \$ 55,000.

I understand that I am bidding to participate in programs that are funded through the U. S.
Department of Housing and Urban Development and that my bid must reflect costs that are both
reasonable and necessary for the completion of the project as described in the documents provided
to me by the City of Jackson, Office of Housing and Community Development.

Contractor Signature: [Signature] Date: 8/1
Print Name: Jerry Building Date: 8/1
Company: MSR

For Office Use Only:
Bid Approved by: _____ Date: _____



CONTRACTOR BID FORM

Program Type: Limited Repair Rehabilitation Comprehensive Rehabilitation
(Select One) Lead Program (LSJHP)

Contract Information

Company: Ben Wiggins Remodeling
Name: Benjamin (Ben) Wiggins
Address: 1619 Central Street
City, State: Jackson, MS Zip/Postal Code: 39203
Email: bosswigpnr@yahoo.com
Phone: 601.209.4823 Fax: _____

Project Bid Information

Rehabilitation Site Address: 305 Queen Christina Ln

Based upon the scope of work and specifications provided (See Attached), Ben Wiggins Remodel'g (company name) proposes to complete work on the above referenced property for an amount of \$ 46,000.00.

I understand that I am bidding to participate in programs that are funded through the U. S. Department of Housing and Urban Development and that my bid must reflect costs that are both reasonable and necessary for the completion of the project as described in the documents provided to me by the City of Jackson, Office of Housing and Community Development.

Contractor Signature: Benjamin Wiggins Date: 8-1-22
Print Name: Benjamin Wiggins Date: 8-1-22
Company: Ben Wiggins Remodeling

For Office Use Only:
Bid Approved by: _____ Date: _____

RECEIVED
AUG 01 2022
City of Jackson
Housing and Community Development



CONTRACTOR BID FORM

Program Type: [] Limited Repair Rehabilitation [] Comprehensive Rehabilitation (Select One) [] Lead Program (LSJHP)

Contractor Information:

Company: ~~AAA~~ Aln construction
Name: Harvey Williams
Address: 630 Brandon Ave
City, State: Jackson MS 39209 Zip/Postal Code: 39209
Email: Discount630@yahoo.com
Phone: 601 238 7767 Fax:

Project Bid Information:

Rehabilitation Site Address: 5304 Queen Christina Lk

Based upon the scope of work and specifications provided (See Attached), Aln (company name) proposes to complete work on the above referenced property for an amount of \$ 39,900.00.

I understand that I am bidding to participate in programs that are funded through the U. S. Department of Housing and Urban Development and that my bid must reflect costs that are both reasonable and necessary for the completion of the project as described in the documents provided to me by the City of Jackson, Office of Housing and Community Development.

Contractor Signature: [Signature] Date: 8-1-07
Print Name: Harvey Williams Date: 8/1/07
Company:

For Office Use Only:
Bid Approved by: Date:

RECEIVED

AUG 01 2022

CONTRACTOR BID FORM



City of Jackson
Housing and Community Development

Program Type: Limited Repair Rehabilitation Comprehensive Rehabilitation
(Select One) Lead Program (LSJHP)

Contractor Information

Company: Murphy's Development LLC
Name: Douglas E. Williams
Address: 375 Edgewood Terrace
City, State: Jackson, Ms Zip/Postal Code: _____
Email: taylor.dan@windstream.net
Phone: 601-982-238-1330 Fax: 601-845-4643

Project Bid Information

Rehabilitation Site Address: 5304 Queen Christina

Based upon the scope of work and specifications provided (See Attached), Murphy's Development (company name) proposes to complete work on the above referenced property for an amount of \$ 80,300.00 . ^{Lead 4,000.00}

I understand that I am bidding to participate in programs that are funded through the U. S. Department of Housing and Urban Development and that my bid must reflect costs that are both reasonable and necessary for the completion of the project as described in the documents provided to me by the City of Jackson, Office of Housing and Community Development.

Contractor Signature: Douglas E. Williams Date: 8-1-2022
Print Name: Douglas E Williams Date: 8-1-2022
Company: Murphy's Development LLC

For Office Use Only:
Bid Approved by: _____ Date: _____

Cost estimate

LEAD PROGRAM

*Job: 5304 QUEEN CHRISTIAN LANE
Ms. CLEVELAND*

Description	Unit/Price	Line Total
LEAD		
S/P Fascia on sides A,B C and D		\$2008
S/P Soffit on sides A,B,C and D		\$5,507
S/P 34 lin. ft. exterior trim		\$572
S/P 2 10 ft. poles		\$582
S/P 156 sq. ft. wood siding on A side		\$1,042
S/P 42 sq. ft. porch ceiling		\$597
S/P 285 sq. ft. car porch ceiling		\$1,447
LEAD TOTAL		\$11,758
HEALTHY HOMES		
Replace water service lines		\$3,208
Install hot water heater		\$1,185

HEALTH HOMES TOTAL

\$4,393

REHAB

Paint kitchen 854 sq. ft.	\$2,840
Install floor tile 260 sq. ft.	\$1,146
Remove carpet in Living room	\$182
Install vinyl floor tile	\$1,021
Paint living room 604 sq. ft.	\$2,010
Remove carpet in Hallway	\$85
Install vinyl floor tile in hallway 30 sq. ft.	\$405
Remove carpet in Bedroom#1	\$113
Install vinyl floor tile 90 sq. ft.	\$704
Paint room 432 sq. ft.	\$1,442
Remove carpet Bedroom#2 90 sq. ft.	\$113
Install vinyl floor tile 90 sq. ft.	\$704
Paint room 432 sq. ft.	\$1,442
Install 4 ceiling fan	\$1,680
Remove carpet in Master Bedroom 130 sq. ft.	\$156
Install vinyl floor tile	\$899
Paint room 544 sq. ft.	\$1,872
Install A/C unit	\$6,234
Install base cabinet/counter top/sink	\$1,700
Install stove vent hood	\$300

REHAB TOTAL

\$25,048

GRAND TOTAL

\$41,119

+/10%

\$45,238.90

-/10%

\$36,999.10

Funding Approval/Agreement
 Title I of the Housing and Community
 Development Act (Public Law 930383)
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Community Development Block Grant Program
 OMB Approval No. 2506-0193
 exp 5/31/2018

1. Name of Grantee (as shown in Item 5 of Standard Form 424) Jackson	3a. Grantee's 9-digit Tax ID Number 64600503	3b. Grantee's 8-digit DUNS Number 199732731
2. Grantee's Complete Address (as shown in Item 5 of Standard Form 424) 200 S President St Jackson, MS 39201	4. Date use of funds may begin 11/01/2019	
	5a. Project/Grant No. 1 B-19-MC-28-0003	6a. Amount Approved \$1,898,486.00
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Donnetta Moadoo	Grantee Name (Contractual Organization) City of Jackson
Title CPD Director	Title Mayor Chokwe Antar Lamumba
Signature 	Signature
Date (mm/dd/yyyy) 11/01/2019	Date (mm/dd/yyyy) 12/4/2019

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 108(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	8a. Date HUD Received Submission 8/15/2019	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		8b. Date Grantee Notified 11/1/2019	
11. Amount of Community Development Block Grant			
	FY (2019)	FY (2018)	FY (2017)
a. Funds Reserved for this Grantee	\$1,898,016.00	\$ 471.00	\$.00
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only

Babh	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2026. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2026.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or

highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

Funding Approval/Agreement
 Title I of the Housing and Community
 Development Act (Public Law 93-0383)
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Community Development Block Grant Program

OMB Approval No. 2506-0193
 exp 1/31/2025

1. Name of Grantee (as shown in item 6 of Standard Form 424) Jackson	3a. Grantee's 9-digit Tax ID Number 646000503	3b. Grantee's 9-digit DUNS Number GNNFTMFRPYM8 (UBI)
2. Grantee's Complete Address (as shown in Item 5 of Standard Form 424) 200 S President St Jackson, MS 39201-4307	4. Date use of funds may begin 10/01/2022	5a. Amount Approved \$1,479,031.40
	5b. Project/Grant No. 1 B-22-MC-24-0003	5b. Amount Approved
	5c. Project/Grant No. 2	

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes financial assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Katy Burke		Grantee Name (Contractual Organization) Jackson (Jackson)	
Title Director, OFM	Signature X KATHLEEN BURKE Digitally signed by KATHLEEN BURKE Date: 2022.12.12 15:26:05 -07'00'	Date (mm/dd/yyyy) 12/12/2022	Signature X <i>[Handwritten Signature]</i> Date (mm/dd/yyyy) 02/09/2023

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) [Redacted]	9b. Date Grantee Notified (mm/dd/yyyy) [Redacted]	9c. Date of Start of Program Year [Redacted]	10. Check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
11. Amount of Community Development Block Grant FY 2022					
a. Funds Reserved for this Grantee		b. Funds now being Approved		c. Reservation to be Cancelled (1a minus 1b)	

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
<p>Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement entered by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.</p>	
12c. Name of Authorized Official for Designated Public Agency	Signature X <i>[Handwritten Signature]</i>

HUD Accounting use only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered FAS (mm/dd/yyyy) Date Entered LOCCS (mm/dd/yyyy) Batch Number Transaction Code Entered By Verified By

8. **Special Conditions.**

- (a) The period of performance and single budget period for the funding assistance specified in the Funding Approval ("Funding Assistance") shall each begin on the date specified in item 4 and shall each end on September 1, 2029. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2029.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures

designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

5304 QUEEN CHRISTINA LN Jackson, MS 39209

 Feedback



Name

Name this location...

Property Owner

Name

CLEVELAND SHIRLEY A

Phone

Email

Address

5304 QN CHRISTINA, JACKSON MS 39209,

Flags 

[+ Add Flag](#)

ZONING: R-1 

CURRENT LAND USE: LOW DENSITY RESIDENTIAL 

PRECINCT: 3 

TRACT: 28049000700 

WARD: 2 

WARD: 4 

ZIP CODE: 39209 

BUILDING CONDITION: SOUND 

[Edit](#)

Details

Zoning

--

Building Type

--

Occupancy

--

MBL

642-591

Year Built

1962

Book Page

--

Lot Area

--

Water

--

Sewage

--

Subdivision

--

Received a Special Exception on 1/19/2010 for Day Care Center Case #3729

Notes 

Attachments

Records

#	Type	Date Submitted	Status
RED-24-31	PLANNING & DEVELOPMENT RE...	Feb. 13, 2024	ACTIVE
LRP-24-5	2023 CDBG Limited Repair Progra...	Jan. 18, 2024	ACTIVE
PLUM-05-893	Plumbing and Gas Permit	Feb. 21, 2005	COMPLETE
PLUM-05-849	Plumbing and Gas Permit	Feb. 14, 2005	COMPLETE

Units

[+ Add Unit](#)

#

Main Building

MEMORANDUM

TO: Mayor Chokwe Lumumba
FROM: Cynthia Lynch, Manager (OHCD)
DATE: April 5, 2024
RE: Agenda Item /City Council Meeting

The attached agenda allows the Office of Housing and Community Development to provide limited repair services using allocated CDBG funds for property located at 5304 Queen Christina Lane Jackson, MS 39209.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 4/5/2024

	POINTS	COMMENTS																									
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND MULTI-CON INC. FOR THE USE OF CDBG FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES UNDER THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S LIMITED REPAIR PROGRAM (WARD 2)																									
2.	Purpose	Limited repair program																									
3.	Who will be affected	City of Jackson																									
4.	Benefits	5304 Queen Christina Lane Jackson, MS 39209																									
5.	Schedule (beginning date)	May 1, 2024																									
6.	Location: WARD CITYWIDE (yes/no) (area) Project limits if applicable	City of Jackson Ward 2																									
7.	Action implemented by: City Department <u> X </u> Consultant _____	Department of Planning Office of Housing & Community Development.																									
8.	COST	(\$38,900.00) CDBG Funds																									
9.	Source of Funding General fund <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	085-84510-6485																									
10.	E. B.O. Participation	<table border="0"> <tr> <td>ABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>AABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>WBE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>HBE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>NABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> </table>	ABE _____ %	WAIVER _____	yes _____	no _____	N/A _____	AABE _____ %	WAIVER _____	yes _____	no _____	N/A _____	WBE _____ %	WAIVER _____	yes _____	no _____	N/A _____	HBE _____ %	WAIVER _____	yes _____	no _____	N/A _____	NABE _____ %	WAIVER _____	yes _____	no _____	N/A _____
ABE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							
AABE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							
WBE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							
HBE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							
NABE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							

25

**ORDER RATIFYING PURCHASE OF CERTAIN COMMODITIES FROM
ACE BOLT & SCREW CO., INC. AND AUTHORIZING PAYMENT TO
SAID VENDOR**

OFFICE OF THE CITY ATTORNEY
7/23/24
324

WHEREAS, the Building Maintenance Division of the Department of Public Works had need of certain commodities, namely screw extractors, washers, nuts, and a drill bit, necessary to the operation and maintenance of the City's buildings; and

WHEREAS, due to exigent circumstances, the purchase of these necessary commodities was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, the commodities set forth in certain invoices attached hereto were delivered and used in the operation and maintenance of the City's buildings; and

WHEREAS, in order to ensure the continued and proper operation and maintenance of the City's buildings, it is necessary to pay these outstanding invoices to continue receiving any needed commodities from this vendor.

IT IS, THEREFORE, ORDERED that payment to the following vendor in the amounts set forth be made, consistent with the attached invoices:

Ace Bolt & Screw Co., Inc.	\$443.02
Total	\$443.02

Agenda Item # 25
July 30, 2024
(Wright, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

July 22, 2024
DATE

(as revised 3/6/01)

POINTS		COMMENTS
1.	Brief Description / Purpose	ORDER RATIFYING PURCHASE OF CERTAIN COMMODITIES FROM ACE BOLT & SCREW CO., INC. AND AUTHORIZING PAYMENT TO SAID VENDOR
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	Citizens of Jackson
4.	Benefits	The Building Maintenance Division will use these funds to pay overdue invoices from a vendor providing commodities used by the Building Maintenance Division
5.	Schedule (beginning date)	Scheduled date following City Council Approval
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	City Wide
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Public Works
8.	COST	\$443.02
9.	Source of Funding ■ General Fund <input checked="" type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	001.453.00.6317
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____



**City of Jackson
Department of Public Works**

Council Agenda Item Memorandum

To: Hon. Chokwe A. Lumumba, Mayor

From: Louis Wright, Chief Administrative Officer *lw*

Date: July 22, 2024

Agenda Item: **ORDER RATIFYING PURCHASE OF CERTAIN
COMMODITIES FROM ACE BOLT & SCREW CO.,
INC. AND AUTHORIZING PAYMENT TO SAID
VENDOR**

Council Meeting: Regular Council Meeting July 30, 2024

Purpose: The Building Maintenance Division will use these funds to pay overdue invoices for commodities provided by Ace Bolt & Screw Co., Inc.

Cost: \$443.02

Project/Contract Type: N/A

Funding Source: 001.453.00.6317

Schedule/Time: Following approval, the invoices will be placed on the next meeting agenda to be paid on the claims docket

DPW Manager: Stanley Arnold

Background: The Building Maintenance Division will use these funds to pay overdue invoices for commodities provided by Ace Bolt & Screw Co., Inc.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 277
Jackson, Mississippi 39201-2779
Telephone: (601) 960-1795
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING PURCHASE OF CERTAIN COMMODITIES FROM ACE BOLT & SCREW CO., INC. AND AUTHORIZING PAYMENT TO SAID VENDOR is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, CITY ATTORNEY

7/23/24

DATE

Sondra Moncure, *Special Assistant* 

Terry Williamson, *Legal Counsel* 

INVOICE

DATE	INVOICE NO.	PAGE
06-15-23	603597	1 of 1
PLEASE SHOW THIS NUMBER WHEN REMITTING		

SOLD TO: 917

CITY OF JACKSON VENDOR #01160
 AP DIV./FINANCE & MANAGEMENT
 POB 17
 JACKSON, MS 392050000
 USA 2

SHIP TO: 917

CITY OF JACKSON VENDOR #01160
 AP DIV./FINANCE & MANAGEMENT
 POB 17
 JACKSON, MS 392050000
 USA 2

DATE WANTED	SHIP VIA	INTERNAL REFERENCE / CUST NOTE				DATE SHIPPED		
06-15-23	Call							
CUSTOMER PO	JOB NUMBER	PHONE NUMBER	FAX NUMBER	PAYMENT TERMS				
99230277	tk780	(601) 960-1921	(601) 960-1049	Net 30				
LINE	ORDERED	SHIPPED	QTY BO	UNIT	PRODUCT	PRICE	PER	TOTAL
1	1	1	0	EA	#8 EASY-OUT {MAGNA 95800} Product Code: /EO6	\$15.00000	EA	\$15.00
SHIPPED VIA		TRACKING #		# PKGS	WEIGHT	SUB TOTAL		\$15.00
Call					lbs	SALES TAX		\$0.00
						SHIPPING CHARGES		\$0.00
						PLEASE PAY THIS AMOUNT		\$15.00

INVOICE

DATE	INVOICE NO.	PAGE
06-20-23	604154	1 of 1
PLEASE SHOW THIS NUMBER WHEN REMITTING		

SOLD TO: 917

CITY OF JACKSON VENDOR #01160
 AP DIV./FINANCE & MANAGEMENT
 POB 17
 JACKSON, MS 392050000
 USA 2

SHIP TO: 917

CITY OF JACKSON VENDOR #01160
 AP DIV./FINANCE & MANAGEMENT
 POB 17
 JACKSON, MS 392050000
 USA 2

DATE WANTED	SHIP VIA	INTERNAL REFERENCE / CUST NOTE				DATE SHIPPED		
06-20-23	Call							
CUSTOMER PO	JOB NUMBER	PHONE NUMBER	FAX NUMBER	PAYMENT TERMS				
99230277		(601) 960-1921	(601) 960-1049	Net 30				
LINE	ORDERED	SHIPPED	QTY BO	UNIT	PRODUCT	PRICE	PER	TOTAL
1	1	1	0	EA	#7 SPIRAL FLUTE SCREW EXTRACTOR Product Code: /EO7	\$21.45000	EA	\$21.45
SHIPPED VIA	TRACKING #	# PKGS	WEIGHT	SUB TOTAL		\$21.45		
Call			lbs	SALES TAX		\$0.00		
				SHIPPING CHARGES		\$0.00		
				PLEASE PAY THIS AMOUNT		\$21.45		

INVOICE

DATE	INVOICE NO.	PAGE
06-27-23	602406	1 of 1
PLEASE SHOW THIS NUMBER WHEN REMITTING		

SOLD TO: 917

CITY OF JACKSON VENDOR #01160
 AP DIV./FINANCE & MANAGEMENT
 POB 17
 JACKSON, MS 392050000
 USA 2

SHIP TO: 917

CITY OF JACKSON VENDOR #01160
 AP DIV./FINANCE & MANAGEMENT
 POB 17
 JACKSON, MS 392050000
 USA 2

DATE WANTED		SHIP VIA		INTERNAL REFERENCE / CUST NOTE				DATE SHIPPED	
06-07-23		Call							
CUSTOMER PO			JOB NUMBER		PHONE NUMBER	FAX NUMBER	PAYMENT TERMS		
23001429					(601) 960-1921	(601) 960-1049	Net 30		
LINE	ORDERED	SHIPPED	QTY BO	UNIT	PRODUCT	PRICE	PER	TOTAL	
1	1,000	1,000	0	EA	3/8 USS FLAT WASHER {100 per bag} ZINC Product Code: 37NWUSZ/100B	\$12.0000	C	\$120.00	
3	3	3	0	EA	3/8 IMPACT READY TITANIUM DRILL BIT {DEWALT} Product Code: /DD5124	\$20.99000	EA	\$62.97	
4	1,000	1,000	0	EA	5/16 LOCKWASHER -ZINC- Product Code: 31NLOCZ	\$6.1800	C	\$61.80	
5	1,000	1,000	0	EA	5/16-18 "NC" FINISHED HEX NUT ZINC Product Code: 31CCFHZ	\$6.9800	C	\$69.80	
6	1,000	1,000	0	EA	5/16 X 3/4 FLAT WASHER {.062 THK} - NYLON- Product Code: 31N75WNYN/062	\$9.2000	C	\$92.00	
SHIPPED VIA		TRACKING #		# PKGS	WEIGHT	SUB TOTAL		\$406.57	
Call					lbs	SALES TAX		\$0.00	
						SHIPPING CHARGES		\$0.00	
						PLEASE PAY THIS AMOUNT		\$406.57	

26

ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH JACKSON RESOURCE CENTER (JRC) TO SERVE AS CONSULTANT FOR THE CITY OF JACKSON TO CONDUCT EVALUATION ASSESSMENTS FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD)

WHEREAS, the W.K. Kellogg Foundation awarded Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth funds to the City of Jackson to support its goals to increase employment, economic development, city and regional competitiveness, job creation, and employer engagement allowing the citizenry access to tools that will help them traverse pathways to self-sufficiency; and

WHEREAS, on April 30, 2019, the City Council authorized the Mayor to accept a \$1,895,000.00 grant from W. K. Kellogg Foundation to be allocated over three years for the development of the proposal entitled Employment Pathways to Human Dignity (EPHD); and

WHEREAS, on August 16, 2022, the City Council approved an Order ratifying the submission of a request for an eighteen-month grant extension to the W.K. Kellogg Foundation that extended the grant period to September 30, 2023 for the development of the proposal entitled Employment Pathways to Human Dignity (EPHD); and

WHEREAS, on September 30, 2023, the City of Jackson submitted a request for a 12-month extension for the implementation of the EPHD grant to increase employment opportunities for low-income families through a stratified framework of the workforce and economic development, job creation, and employer engagement to achieve family economic security and regional prosperity; and

WHEREAS, on October 27, 2023, the W.K. Kellogg Foundation notified the Deputy Director of Economic Development that the grant period would be extended to September 30, 2024; however, the amendment does not increase the Foundation's commitment; and

WHEREAS, in light of the grant extension, the Chief Administrative Officer recommends that the City Council authorize the Mayor to enter into an independent contractor relationship with Jackson Resource Center (JRC) to serve as a Consultant upon execution to September 30, 2024; and

WHEREAS, the scope of work includes (1) tracking students from the Workforce Development Pathway; (2) facilitating surveys and focus groups; and (3) synthesizing data to create post-project feedback; and

WHEREAS, either party may terminate the agreement at any time upon delivery of written notice to the other party no less than 14 days prior to the intended termination date, provided, however, that in such event, the terminating party agrees to act in good faith to assist the other

Agenda Item # 26
July 30, 2024
(Wright, Lumumba)

party with the orderly wind-down of such party's work on any active and on-going assignment;
and

WHEREAS, the parties agree that the legal relationship between Jackson Resource Center and the City of Jackson is strictly an independent contractor relationship. Nothing contained in the agreement shall be deemed or construed to create a joint venture, agency, partnership, or employer-contractor relationship between the Parties. Neither party shall have the power to bind the other Party in any manner. Additionally, the City of Jackson shall have no obligation to JRC with respect to the provision of any benefits (insurance, retirement, or the like), nor shall the City of Jackson have any responsibility for the payment of any taxes, fees, dues, or memberships, workers' compensation premiums, or the like, which are the sole responsibility of Jackson Resource Center; and

WHEREAS, the City of Jackson will compensate JRC for its services as a consultant in an amount totaling not to exceed \$25,000.00.

IT IS THEREFORE ORDERED that the Mayor be authorized to enter into an agreement with Jackson Resource Center to provide evaluation services on the W.K. Kellogg Foundation-funded project Employment Pathways to Human Dignity (EPHD) from upon execution through September 30, 2024.

IT IS FURTHER ORDERED that upon the invoice submission to the City of Jackson, Jackson Resource Center shall be paid an amount of \$25,000.00 from grant funds for conducting EPHD evaluation services.

Item# _____
Agenda Date: _____
By: (Wright, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: June 12, 2024

1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH JACKSON RESOURCE CENTER (JRC) TO SERVE AS CONSULTANT FOR THE CITY OF JACKSON TO CONDUCT EVALUATION ASSESSMENTS FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development																																													
3.	Who will be affected	City of Jackson																																													
4.	Benefits	Data informed decision-making for City leadership																																													
5.	Schedule (beginning date)	Upon Approval																																													
6.	Location: <input type="checkbox"/> WARD <input type="checkbox"/> CITYWIDE (yes or no) (area) <input type="checkbox"/> Project limits if applicable	Citywide																																													
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> City Department <input type="checkbox"/> Consultant	CAO																																													
8.	COST	\$25,000.00																																													
9.	<input type="checkbox"/> Source of Funding <input type="checkbox"/> General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other	W.K.Kellogg Foundation Grant <i>Economic Pathways to Human Dignity</i> 07640145-6419																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u> X </u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u> X </u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u> X </u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u> X </u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u> X </u></td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>																																							
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>																																							
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>																																							
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>																																							
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>																																							

MEMORANDUM



TO: Mayor Chokwe Lumumba

FROM: Louis Wright, City Administrative Officer

DATE: June 12, 2024

RE: ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH JACKSON RESOURCE CENTER (JRC) TO SERVE AS CONSULTANT FOR THE CITY OF JACKSON TO CONDUCT EVALUATION ASSESSMENTS FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD)

The agenda item which accompanies this memo requests that the City Council authorize the agreement with Jackson Resource Center (JRC) to serve as a Contractor to track students from the Workforce Development Pathway, facilitate surveys and focus groups, and synthesize data to create post-project feedback. The City of Jackson will compensate JRC \$25,000.00 upon execution to September 30, 2024 for its services as a consultant. Funds will still be paid by the W. K. Kellogg Foundation-funded Project, *Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth*.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH JACKSON RESOURCE CENTER (JRC) TO SERVE AS CONSULTANT FOR THE CITY OF JACKSON TO CONDUCT EVALUATION ASSESSMENTS FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD) is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney



Date

**Jackson Resource Center, Consultant Engagement,
Non-Solicitation and Confidentiality Agreement
with the City of Jackson**

This Engagement, Non-Solicitation and Confidentiality Agreement (the "Agreement"), is made between the City of Jackson ("COJ") and **Jackson Resource Center, 5261 Greenway Drive Exd Jackson, Mississippi 39204** (the "Consultant").

WHEREAS, COJ and the Consultant herewith agree to enter into an independent contractor relationship whereby the Consultant will provide services as the subcontractor for the W.K. Kellogg project *Economic Pathways to Human Dignity, Building Occupational Opportunities and Economic Growth through a Framework of Equity and Inclusion* that was recently awarded to COJ, in accordance with the terms, conditions and compensation mutually agreed upon by both parties.

Scope of Work. The Consultant will conduct services to track students from the Workforce Development Pathway, facilitate surveys and focus groups, and synthesize data to create post-project feedback. W.K. Kellogg has designated Jackson Resource Center as the Consultant to fulfil this scope of work.

Term/Termination. This Agreement commenced upon execution and shall continue uninterrupted until September 30, 2024. Either party may terminate this Agreement at any time upon the delivery of written notice to the other party no less than 14 days prior to the intended termination date, provided however that in such event, the terminating Party agrees to act in good faith to assist the other party with the orderly wind-down of such party's work on any active and on-going assignment.

Compensation. For the duties and obligations to be performed by Consultant pursuant to this Agreement, COJ agrees to compensate the Consultant at the rate set forth by the W.K. Kellogg for the position the Consultant has agreed to for the grant period of December 1, 2023, and September 30, 2024. The COJ agrees to compensate Consultant in a total amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Consultant shall not perform any additional services for the COJ that is not authorized by W.K. Kellogg project *Economic Pathways to Human Dignity, Building Occupational Opportunities and Economic Growth through a Framework of Equity*. Consultant will not receive any funds from the W.K. Kellogg project *Economic Pathways to Human Dignity, Building Occupational Opportunities and Economic Growth through a Framework of Equity* for services outside the Scope of Work.

Independent Contractor. The parties agree that the legal relationship of Consultant and COJ is strictly an independent contractor relationship. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, agency, partnership or Employer-Contractor relationship between the Parties. Neither Party shall have the power to bind the other Party in anymanner. Additionally, the COJ shall have no obligation to Consultant with respect to the provision of any benefits (insurance, retirement or the like) nor shall the COJ have any responsibility for the payment of any taxes, fees, dues or memberships, workers'

compensation premiums, or the like, which are the sole responsibility of the Consultant.

Confidentiality and Treatment of Information. Consultant agrees that it will not improperly use or disclose any confidential information obtained in connection with activities in which it has been engaged under this Agreement. Consultant understands that it has both a professional and moral obligation to keep such Information confidential and at all times to maintain such Information in a safe and secure manner. Contractor agrees to hold such Information in the strictest confidence and use such Information only as and to the extent necessary and appropriate in connection with duties performed hereunder.

Governing Law. This Agreement shall be controlled, construed and enforced under the laws of the State of Mississippi without regard to principles governing conflicts of laws.

Language. The section headings contained herein are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. The parties agree that each party has reviewed this Agreement and has had the opportunity to have legal counsel review it.

This Engagement, Non-Solicitation, and Confidentiality Agreement will be fully executed by the signatures of the parties herewith on this _____ day of _____, 20____.

Jackson Research Center

Mayor Chokwe Antar Lumumba

IT IS HEREBY ORDERED that Public Employees' Retirement System of Mississippi (PERS) donation of computers be accepted.

IT IS FURTHER HEREBY ORDERED that the Mayor shall be authorized to execute this request and perform those acts necessary for acceptance of the donation and the transfer of ownership to the City of Jackson.

Council Member Stokes moved adoption; Vice President Lindsay seconded.

Yeas- Banks, Lindsey, Priestler, Stamps, Stokes and Tillman.
Nays- Foote.
Absent- None.

ORDER AUTHORIZING THE MAYOR TO ACCEPT A GRANT FROM W. K. KELLOGG FOUNDATION FOR DEVELOPMENT OF THE PROPOSAL ENTITLED EMPLOYMENT PATHWAYS TO HUMAN DIGNITY (EPHD).

WHEREAS, the City of Jackson is building a comprehensive strategy to heal communities in trauma that encompasses four domains: Community Safety, Conflict Resolution, Occupational Opportunity, and Collective Healing and Community Building; and

WHEREAS, the *Employment Pathways to Human Dignity (EPHD)* proposal represents the foundational element to the third domain of the comprehensive plan - Occupational Opportunity, and focuses on delivering training and job connection to City of Jackson residents who are below the poverty line; and

WHEREAS, the City of Jackson seeks to create 5% growth in occupational opportunities to connect poverty level Jacksonians with 8,500 jobs by 2022; and

WHEREAS, the City seeks to create a targeted stratified framework to increase employment, job creation, employer engagement, and economic growth, allowing citizens to access tools to help them traverse pathways to self-sufficiency; and

WHEREAS, *Economic Pathways to Human Dignity* has four major goals:

1. To connect an underemployed and under-skilled workforce to meaningful employment;
2. To create a bridge for low to mid-skilled workers to move into mid to high-skilled employment;
3. To build pathways for the retention of low Pell recipient college educated workers produced through Jackson's institutions of higher learning;
4. To increase the number of occupational opportunities through intentional employer engagement and economic growth in the sectors of technology, education, creativity, and healthcare; and

WHEREAS, the Kellogg Foundation has awarded the City of Jackson \$1,895,000 over three years to develop the *Employment Pathways to Human Dignity* project.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to accept the grant award from W. K. Kellogg for the development of the *Employment Pathways to Human Dignity* project and execute any and all documents related to the acceptance of said grant award.

Council Member Stokes moved adoption; Vice President Lindsay seconded.

Yeas- Banks, Lindsey, Priestler, Stamps, Stokes and Tillman.
Nays- Foote.
Absent- None.

ORDER RATIFYING THE SUBMISSION OF A REQUEST FOR AN EIGHTEEN-MONTH GRANT EXTENSION TO THE W. K. KELLOGG FOUNDATION FOR THE DEVELOPMENT OF THE PROPOSAL ENTITLED EMPLOYMENT PATHWAYS TO HUMAN DIGNITY (EPHD).

WHEREAS, on April 30, 2019, the Jackson City Council authorized the Mayor to accept a \$1,895,000.00 grant from W. K. Kellogg Foundation to be allocated over three years for the development of the proposal entitled EPDH; and

WHEREAS, the City of Jackson is building a comprehensive strategy to heal communities in trauma that encompasses four domains: Community Safety, Conflict Resolution, Occupational Opportunity, and Collective Healing and Community Building; and

WHEREAS, the *Employment to Human Dignity* (EPHD) proposal represents the foundational element to the third domain of the comprehensive plan – Occupational Opportunity, and focuses on delivering training and job connection to City of Jackson residents who are below the poverty line; and

WHEREAS, the City seeks to create a targeted stratified framework to increase employment, job creation, employer engagement, and economic growth, allowing citizens to access tools to help them traverse pathways to self-sufficiency; and

WHEREAS, on March 31, 2022, the City of Jackson submitted a request for an 18-month extension for the implementation of the EPHD grant to increase employment opportunities for low-income families of color through a stratified framework of the workforce and economic development, job creation, and employer engagement to achieve family economic security and regional prosperity; and

WHEREAS, on June 28, 2022, W.K. Kellogg Foundation notified the Deputy Director of Economic Development that the grant period would be extended to September 30, 2023; however, the amendment does not increase the Foundation's commitment; and

WHEREAS, the remaining budget of \$1,117,293.00 will be utilized to uplift underemployed and under-skilled workforce to meaningful employment, to create a bridge for low to mid-skilled workers to move into mid to high-skilled employment, and to build pathways for the retention of low Pell grant recipient, college-educated workers produced through Jackson's institutions of higher learning.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to accept the grant extension from the W. K. Kellogg Foundation for the development of the *Employment Pathways to Human Dignity* project and execute any and all documents related to the acceptance of said grant extension.

Vice President Lee moved adoption; **Council Member Banks** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, and Lindsay.

Nays – None.

Abstention – Stokes.

Absent – None.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Special Council Meeting on August 16, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

ORDER RATIFYING THE SUBMISSION OF A REQUEST FOR A TWELVE-MONTH GRANT EXTENSION TO THE W. K. KELLOGG FOUNDATION FOR THE DEVELOPMENT OF THE PROPOSAL ENTITLED EMPLOYMENT PATHWAYS TO HUMAN DIGNITY (EPHD).

WHEREAS, on April 30, 2019, the Jackson City Council authorized the Mayor to accept a \$1,895,000.00 grant from the W. K. Kellogg Foundation to be allocated over three years for the development of the proposal entitled EPDH; and

WHEREAS, the City of Jackson is building a comprehensive strategy to heal communities in trauma that encompasses four domains: Community Safety, Conflict Resolution, Occupational Opportunity, and Collective Healing and Community Building; and

WHEREAS, the Employment to Human Dignity (EPHD) proposal represents the foundational element to the third domain of the comprehensive plan – Occupational Opportunity, and focuses on delivering training and job connection to City of Jackson residents who are below the poverty line; and

WHEREAS, the City seeks to create a targeted stratified framework to increase employment, job creation, employer engagement, and economic growth, allowing citizens to access tools to help them traverse pathways to self-sufficiency; and

WHEREAS, on March 31, 2022, the City of Jackson submitted a request for an 18-month extension for the implementation of the EPHD grant to increase employment opportunities for low-income families of color through a stratified framework of the workforce and economic development, job creation, and employer engagement to achieve family economic security and regional prosperity; and

WHEREAS, on June 28, 2022, W.K. Kellogg Foundation notified the Deputy Director of Economic Development that the grant period would be extended to September 30, 2023; however, the amendment does not increase the Foundation's commitment; and

WHEREAS, the remaining budget of \$1,117,293.00 will be utilized to uplift underemployed and under-skilled workforce to meaningful employment, to create a bridge for low to mid-skilled workers to move into mid to high-skilled employment, and to build pathways for the retention of low Pell grant recipient, college-educated workers produced through Jackson's institutions of higher learning; and

WHEREAS, on August 16, 2022, the Jackson City Council authorized the Mayor to accept the grant extension from the W. K. Kellogg Foundation for the development of the Employment Pathways to Human Dignity project and execute any and all documents related to the acceptance of said grant extension; and

WHEREAS, on September 30, 2023, the City of Jackson submitted a request for a 12-month extension for the implementation of the EPHD grant to increase employment opportunities for low-income families of color through a stratified framework of the workforce and economic development, job creation, and employer engagement to achieve family economic security and regional prosperity; and

WHEREAS, on October 27, 2023, W.K. Kellogg Foundation notified the Deputy Director of Economic Development that the grant period would be extended to September 30, 2024; however, the amendment does not increase the Foundation's commitment; and

WHEREAS, the remaining budget will be utilized to uplift underemployed and under-skilled workforce to meaningful employment, to create a bridge for low to mid-skilled workers to move into mid to high-skilled employment, and to build pathways for the retention of low Pell grant recipient, college-educated workers produced through Jackson's institutions of higher learning.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to accept the grant extension from the W. K. Kellogg Foundation for the development of the Employment Pathways to Human Dignity project and execute any and all documents related to the acceptance of said grant extension.

Council Member Lindsay moved adoption; **Council Member Hartley** seconded.

Yeas – Banks, Foote, Hartley and Lindsay.

Nays – None.

Absent – Grizzell, Lee and Stokes.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Special Council Meeting on December 13, 2023. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

27

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN
ENGINEERING SERVICES AGREEMENT WITH EJES, INC. FOR THE
COUNTRY CLUB DRIVE BRIDGE (4031 COUNTRY CLUB DRIVE)
REPLACEMENT PROJECT**

OFFICE OF THE CITY ATTORNEY
2024

WHEREAS, the City of Jackson selected EJES, Inc. to provide necessary engineering services to design a replacement bridge for the bridge located at 4031 Country Club Drive; and

WHEREAS, EJES, Inc. will provide the following preliminary design phase services:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project;
2. In preparing the Preliminary Design Phase documents, use sustainable features, as appropriate, pursuant to Owner's instructions;
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information;
4. Visit the Site as needed to prepare the Preliminary Design Phase documents;
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services;
6. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs;
7. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for

Agenda Item # 27
July 30, 2024
(Wright, Lumumba)

Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable;

8. Furnish review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables, in pdf format, to Owner within 60 days of authorization to proceed with this phase, and review them with Owner. Within 14 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items; and
9. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables, in pdf format, within 45 days after receipt of Owner's comments;

and

WHEREAS, upon completion of the preliminary design phase documents and their acceptance by the City, EJES, Inc. will provide the following final design phases services:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor;
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications;
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate;
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost;
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer;
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely;

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner;
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement related instructions and forms, text, or content received from Owner;
9. Furnish for review by Owner, its legal counsel, and other advisors, 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, in pdf format, within 30 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 14 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions; and
10. Revise 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 in accordance with comments and instructions from the Owner, as appropriate, and submit three final copies of such documents to Owner within 21 days after receipt of Owner's comments and instructions; and

WHEREAS, EJES, Inc. will provide the following bid phase services, the cost of which will be negotiated during the performance of the final design phase services:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents;
2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents;
3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors;
4. Consult with Owner as to the qualifications of prospective contractors;
5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents;
6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by

prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.;

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts; and
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations;
- and

WHEREAS, EJES, Inc. will provide the following construction phase services the cost of which will be negotiated during the performance of the final design phase services:

1. **General Administration of Construction Contract:** Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing;
2. **Resident Project Representative (RPR):** Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D;
3. **Selection of Independent Testing Laboratory:** DELETED;
4. **Pre-Construction Conference:** Participate in a pre-construction conference prior to commencement of Work at the Site;
5. **Electronic Transmittal Protocols:** If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together

with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase;

6. **Original Documents:** If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review;
7. **Schedules:** Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values;
8. **Baselines and Benchmarks:** As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed;
9. **Visits to Site and Observation of Construction:** In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work;
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall

not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents;

10. **Defective Work: Reject Work** if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents;
11. **Compatibility with Design Concept:** If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work;
12. **Clarifications and Interpretations:** Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents;
13. **Non-reviewable Matters:** If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation;
14. **Field Orders:** Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work;
15. **Change Orders and Work Change Directives:** Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required;

16. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use;
17. Shop Drawings, Samples, and Other Submittals: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted;
18. Substitutes and "Or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A;
19. Inspections and Tests:
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests;
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved;
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed;
20. Change Proposals and Claims: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims;

21. Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents);
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid;
22. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph

A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages;

23. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion;
24. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables: n/a;
25. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement; and
26. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith;

and

WHEREAS, EJES, Inc. will perform the preliminary and final design phase services for an amount not to exceed \$51,055.00, provided the period of service for providing these services does not exceed twelve (12) months; and

WHEREAS, EJES, Inc. will provide topographic survey services for an amount not to exceed \$11,750.00; and

WHEREAS, EJES, Inc. will provide geotechnical investigation services for an amount not to exceed \$15,000.00; and

WHEREAS, EJES, Inc. agrees to accept the following rates for reimbursable items:

8"x11" Copies/Impressions	\$0.20/page
Copies of Drawings	\$ 5.50/sq. ft.
Mileage (auto)	\$0.54/mile
Air Transportation	at cost
Laboratory Testing	at cost
Meals and Lodging	at cost

WHEREAS, EJES, Inc. agrees to charge for any additional services provided pursuant to the Agreement at the following rates:

Principal	\$305.57/hour
Vice President/Sr. Project Manager	\$267.77/hour
Project Manager/Senior Engineer	\$229.96/hour
Design Engineer	\$144.91/hour
Engineer Intern/Pre-Professional	\$126.01/hour
CADD Drafter	\$94.51/hour
Inspector	\$86.32/hour
Admin/Clerical	\$88.21/hour

WHEREAS, EJES, Inc. agrees to provide the following insurance coverage for the services performed under this Agreement:

1. Workers' Compensation: Statutory
2. Employer's Liability --
 - a) Bodily injury, each accident: \$1,000,000
 - b) Bodily injury by disease, each employee: \$1,000,000
 - c) Bodily injury/disease, aggregate: \$1,000,000
3. General Liability --
 - a) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - b) General Aggregate: \$2,000,000
4. Excess or Umbrella Liability --
 - a) Per Occurrence: \$10,000,000
 - b) General Aggregate: \$10,000,000
5. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

6. Professional Liability –

- | | |
|---------------------|-------------|
| a) Each Claim Made | \$1,000,000 |
| b) Annual Aggregate | \$2,000,000 |

WHEREAS, all bidding and negotiation phase and construction phase service fees and costs will be determined and submitted for approval as an amendment to the Agreement following the conclusion of the final design phase; and

WHEREAS, the Department of Public Works recommends the Agreement with EJES, Inc.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute an engineering services agreement using the Engineering Joint Contract Documents Committee E-500 Form, Agreement between Owner and Engineer and applicable form exhibits with EJES, Inc. for the Country Club Drive Bridge (4301 Country Club Drive) Bridge Replacement Project for an amount not to exceed \$51,055.00 for engineering services, for an amount not to exceed \$11,750.00 for topographic surveying services, and for an amount not to exceed \$15,000.00 for geotechnical investigation services.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

July 22, 2024
DATE

P O I N T S		C O M M E N T S
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH EJES, INC. FOR THE COUNTRY CLUB DRIVE BRIDGE (4031 COUNTRY CLUB DRIVE) REPLACEMENT PROJECT
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6, 7
3.	Who will be affected	Motorists on Country Club Drive
4.	Benefits	Design work for a replacement bridge
5.	Schedule (beginning date)	After City Council approval
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Country Club Drive
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Public Works Department, Engineering Division
8.	COST	Not to exceed \$51,055.00 for engineering services Not to exceed \$11,750.00 for topographic surveying services Not to exceed \$15,000.00 for geotechnical investigation
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Municipal Sales Tax Funds (173 45190 6823)
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Louis Wright
Chief Administrative Officer *LW*
Date: July 22, 2024
Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute an engineering services agreement with EJES, Inc. for the Country Club Drive Bridge (4301 Country Club Drive) Replacement Project.

Approval of this Agreement will allow EJES, Inc. to design the bridge. Once the final design is complete, included the cost estimate for construction, the Department of Public Works will return to the Special Sales Tax Commission to see funding for construction. This will also require an amendment to the Engineering Agreement to fund the scope of the bidding and negotiation phase, and construction phase services.

If you have any questions or comments, please do not hesitate to call me.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756
7/23/24

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH EJES, INC. FOR THE COUNTRY CLUB DRIVE BRIDGE (4031 COUNTRY CLUB DRIVE) REPLACEMENT PROJECT** is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, *CITY ATTORNEY*

7/23/24
DATE

Sondra Moncure, *Special Assistant* 

Terry Williamson, *Legal Counsel* 

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

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

Prepared by

EJCDC
ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

Issued and Published Jointly by

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

 **National Society of
Professional Engineers®**

This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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www.nspe.org

American Council of Engineering Companies
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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
the City of Jackson, Mississippi, a municipal corporation _____ (“Owner”) and
EJES, Inc. _____ (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, generally identified as

follows: Country Club Drive Bridge Replacement – 4031 Country Club Drive

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

Engineer's services under this Agreement are generally identified as follows: To provide the City with professional engineering and technical services for the design, bidding and construction administration phases of the Owner's Project.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in 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. 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: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project 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 this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct and consequential damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 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 45 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner 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 any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, 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 Section C.

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*

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

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in 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:*
1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with any and all 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.
 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such 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 elsewhere in this Agreement.
- 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 that 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 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 the Site, Engineer, its Consultants, 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. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. 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 the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. Owner acknowledges the Engineer's documents as instruments of professional engineering services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due to the Engineer under this Agreement. The Owner shall not reuse or make any modification to the plans and specifications without the prior written notification to the Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement 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. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Engineer shall deliver to the Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement, but this action will not relieve Engineer of its obligation to obtain such insurance.
- C. 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 30 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.

- D. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving 14 days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

- a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. by Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

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

- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for

herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:* 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 this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, 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 of Mississippi.

6.08 *Successors, Assigns, and Beneficiaries*

A. Engineer is hereby bound and the successors, executors, administrators, and legal representatives of Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) is 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. The successors in office of Owner shall not be bound by 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 by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

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

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

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date 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.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. 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.
- D. 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, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "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 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 the 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. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form for a period of five years, or such length of as required under applicable State and Federal statutes and regulation, whichever is longest, following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. 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 this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence upon discovery of all information necessary to bring a cause of action arising under this Agreement.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *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.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 6. *Change Order*—A document which is signed by 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.
 7. *Change Proposal*—A written request by 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.
 8. *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. §§5501 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.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall:
(a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, 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 damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the 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.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the 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 the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants, subcontractors, or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.

21. *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.
22. *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.
23. *Owner*—The individual or entity named as such in 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 the Project.
24. *Project*—The total 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 this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based 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.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *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.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents 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 the use of Contractor.
31. *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.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *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.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. 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 the Construction Contract Documents.
37. *Work Change Directive*—A written directive to 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:*

1. 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 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.

- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit. [Not used]
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. [Not used]
- I. Exhibit I, Limitations of Liability. [Not used]
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

[NOTE TO USER: If an exhibit is not to be included in the specific agreement, indicate "not used" after that exhibit in the list above.]

8.02 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. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 Designated Representatives

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

8.04 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 8.04:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "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;

3. "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.

8.05 *Conflicts of Interest and Confidential Information*

- A. Engineer acknowledges that he and his employees will comply with the most recently adopted edition of the Standards of Professional Conduct of the American Society of Civil Engineers. In addition to adhering to the Standards of Professional Conduct, Engineer agrees to the following terms in the conduct of its business relationship with Owner:
 1. Engineer shall not undertake to provide engineering services to a client other than Owner if the relationship with the other client will be directly adverse to the interests of Owner, unless Engineer first consults with and receives the written authorization of Owner.
 2. Engineer shall not share or otherwise make use of any information relating to the engineering services provided to Owner or any information obtained through its relationship with Owner without the first obtaining the authorization of Owner. It is the intention of the Owner that this obligation is ongoing and continues in effect following completion of the project.
- B. In the event that Engineer fails in any of its obligations under subsection A., Owner may take one or more of the following actions to protect its interests:
 1. Suspend the performance of the agreement until Engineer provides assurances that it intends to adhere to the said Standards of Professional Conduct;
 2. Terminate this Agreement upon giving three days written notice of Engineer's failure to adhere to the terms of subsection A;
 3. Debar Engineer from future work for Owner for a period of not less than 6 months. Engineer shall not circumvent debarment by performing such future work as a sub-consultant for another Engineer.
 4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.
- C. Engineer shall include in every subcontract identical language to this Paragraph 8.05 and Engineer shall be responsible enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Engineer to the remedies available to Owner for Engineer's failure to adhere to the requirements of this Section.

8.06 *The Equal Business Opportunity Clause*

- A. Engineer agrees to make good faith efforts to meet the goals of this agreement by making available opportunities for MBEs (AABEs, HBES, and ABES) and FBEs for utilization in the work set forth within this agreement, and shall take the following actions as part of its good faith efforts:
 - a. Notification to MBEs and FBEs that the Engineer has subcontracting opportunities available and maintenance of records of the MBEs and FBEs responses.

- b. Maintenance by the Engineer of a file of the names and addresses of each MBE and FBE contracted and action taken with respect to each such contract.
 - c. Dissemination of the Engineer's EBO policy externally by informing and discussing it with all management and technical assistance sources, by advertising in news media, and by notifying and discussing it with all subcontractors and suppliers.
 - d. Specific and continuing personal (both written and oral) recruitment efforts directed at MBE and FBE Engineer organizations, MBE and FBE assistance organizations.
 - e. Sub-division of the contract into economically feasible segments as practice to allow the greatest opportunity for participation by MBEs and FBEs.
 - f. Increasing where possible the number of aggregate purchase items so as to eliminate the requirement of front-end purchases of material for as many MBE and FBE subcontractors as possible.
 - g. Adoption of the Equal Business Opportunity Plan submitted with its response to the Invitation for Bids or Request for Proposals obligations under this agreement, as approved by the Equal Business Opportunity Officer.
 - h. Submission of monthly reports on the forms and to the extent required by the Equal Business Opportunity Officer, to be due on the last day of each month following the award of the work set forth in this agreement.
- B. The Engineer further agrees that its breach of the EBO provisions contained herein shall subject it to any or all of the following penalties:
- a. Withholding of ten percent (10%) of all future payments under the involved eligible project until it is determined that the Engineer is in compliance;
 - b. Withholding of all future payments under the involved project until it is determined that the Engineer is in compliance.
 - c. Refusal of all future bids or offers for any eligible project with the City of Jackson or any of its departments or divisions until such time as the Engineer demonstrates that there has been established and there shall be carried out of all the EBO provisions contained herein;
 - d. Cancellation of the eligible project.

8.07 Governmental Funding

- A. In the event any grants or funding, including loans, from any governmental source may become available, the Engineer agrees to comply with such regulations or restrictions as may be required by the terms of such grants or funding.

8.08 Force Majeure

- A. A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion,

revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement as a result of inability to perform caused by one or more of the previously listed occurrences.

- B. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in the Section.

DRAFT

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

Owner: The City of Jackson, Mississippi

Engineer:

By: _____
Print name: Chokwe A. Lumumba, Jr.
Title: Mayor
Date Signed: _____

By: _____
Print name: Tanita Gilbert/Barber, PE
Title: President
Date Signed: _____

Engineer License or Firm's Certificate No.:

State of: _____

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

City of Jackson
200 S. President St., Jackson, MS 39201
Designated Representative (Paragraph 8.03.A): Louis Wright
Title: Chief Administrative Officer
Works Phone Number: 601-960-2313
E-Mail Address: louisw@city.jackson.ms.us

EJES
405 Briarwood Dr., Suite 110, Jackson, MS 39206
Designated Representative (Paragraph 8.03.A):
[]
Title: _____
Phone Number: 601-691-1060
E-Mail Address: _____

DRAFT

This is **EXHIBIT A**, consisting of 14 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase (DELETED)

A1.02 Preliminary Design Phase

A. Upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders,

Exhibit A – Engineer's Services

and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
n/a
 10. Furnish review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables, in pdf format, to Owner within 60 days of authorization to proceed with this phase, and review them with Owner. Within 14 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables, in pdf format, within 45 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

Exhibit A – Engineer's Services

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables: n/a
 10. Furnish for review by Owner, its legal counsel, and other advisors, 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, in pdf format, within 30 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 14 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise 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 in accordance with comments and instructions from the Owner, as appropriate, and submit three final copies of such documents to Owner within 21 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for

Exhibit A – Engineer's Services

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performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
4. Consult with Owner as to the qualifications of prospective contractors.
5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

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8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
n/a
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. *Selection of Independent Testing Laboratory:* **DELETED**
 4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
 5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
 6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction

Exhibit A – Engineer's Services

Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

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10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "Or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests*:
- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

Exhibit A – Engineer's Services

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b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine what title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved or provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: n/a
25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

Exhibit A – Engineer's Services

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
n/a

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.

Exhibit A – Engineer's Services

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9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part A of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including but not limited to construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

Exhibit A – Engineer's Services

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22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under basic services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during

construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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Exhibit A – Engineer's Services

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

Owner's Responsibilities

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

- B2.01** In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:
- A.** Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
 - B.** Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
 - C.** Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
 - D.** Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1.** Property descriptions.
 - 2.** Zoning, deed, and other land use restrictions.
 - 3.** Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counsel, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: n/a

Exhibit B – Owner's Responsibilities

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This is **EXHIBIT C**, consisting of 5 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$51,055.00 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$N/A
b. Preliminary Design Phase	\$60,880.17
c. Final Design Phase	\$20,174.83
d. Bidding and Negotiating Phase	Negotiate after Preliminary Design
e. Construction Phase	Negotiate after Preliminary Design
f. Post-Construction Phase	Negotiate after Preliminary Design

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): **None**.

5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

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**COMPENSATION PACKET RPR-1:
Resident Project Representative – Lump Sum**

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

C2.04 Compensation for Resident Project Representative Basic Services – Lump Sum Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A, the Lump Sum amount **to be negotiated after Preliminary Design Phase**. The Lump Sum includes compensation for the Resident Project Representative's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses) related to the Resident Project Representative's Services.
2. *Reimbursable Expenses:* In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following RPR Reimbursable Expenses (see Appendix 1 for rates or charges): **None**.
3. *Resident Project Representative Schedule:* The Lump Sum amount set forth in Paragraph C2.04.A.1 above is based on full-time RPR services on an eight-hour workday Monday through Friday over a 60-day construction schedule. Modifications to the schedule shall entitle Engineer to an equitable adjustment of compensation for RPR services.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

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

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment:

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.15.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of June 2016) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.
- D. **Topographic Surveying Services:** For services rendered by Engineer in accordance with Paragraph A2.01.A.1, a lump sum fixed fee of **\$11,750** for all related Topographic Surveying Services.
- E. **Geotechnical Investigation Services:** For services rendered by Engineer in accordance with Paragraph A2.01.A.9 and B2.01.D.5, a lump sum fixed fee of **\$15,000** for necessary geotechnical investigations, analysis, and recommendations.
- F. **Construction Testing Services:** For services rendered by Engineer in accordance with Paragraph A2.01.A.9 and B2.01.G, a lump sum fixed fee to be negotiated after Preliminary Design Phase for necessary material inspections and tests.
- G. **Construction Staking Services:** For services rendered by Engineer in accordance with A2.01A.26, a lump sum fixed fee to be negotiated after Preliminary Design Phase for the necessary construction staking to enable Contractor to perform its work.

This is **Appendix 1** to **EXHIBIT C**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Reimbursable Expenses Schedule

Reimbursable Expenses 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	\$0.20/page
Copies of Drawings	\$ 5.50/sq. ft.
Mileage (auto)	\$0.41/mile
Air Transportation	at cost
Laboratory Testing	at cost
Meals and Lodging	at cost

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This is **Appendix 2** to **EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and 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.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Principal	\$305.57/hour
Vice President/Sr. Project Manager	\$267.77/hour
Project Manager/Senior Engineer	\$229.96/hour
Design Engineer	\$144.91/hour
Engineer Intern/Pre-Professional	\$126.01/hour
CADD Drafter	\$94.51/hour
Inspector	\$86.32/hour
Admin/Clerical	\$88.21/hour

This is EXHIBIT D, consisting of 5 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [].

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 1. **General:** RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. **Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 3. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but

Exhibit D - Resident Project Representative.

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not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFI. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

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

This is **EXHIBIT E**, consisting of **3** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

DRAFT

EJCDC

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

Owner

And To:

Contractor

From:

Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

Exhibit E – Notice of Acceptability of Work.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

Exhibit E – Notice of Acceptability of Work.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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

Construction Cost Limit

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

F5.02 Designing to Construction Cost Limit

- A. Owner and Engineer hereby agree to a Construction Cost limit in the amount of \$[].
- B. A bidding or negotiating contingency of 10 percent will be added to any Construction Cost limit established.
- C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit by no more than ten (10) percent, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

Exhibit F – Construction Cost Limit.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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Page 1

This is EXHIBIT G, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [].

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
- 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 --
 - 1) Per Occurrence: \$10,000,000
 - 2) General Aggregate: \$10,000,000
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$1,000,000
- f. Professional Liability --
 - 1) Each Claim Made \$1,000,000
 - 2) Annual Aggregate \$2,000,000
- g. Other (specify): n/a

2. By Owner:

- a. Workers' Compensation: Statutory

Exhibit G – Insurance.

b. Employer's Liability --

- 1) Bodily injury, Each Accident \$1,000,000
- 2) Bodily injury by Disease, Each Employee \$1,000,000
- 3) Bodily injury/Disease, Aggregate \$1,000,000

c. General Liability --

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

d. Excess Umbrella Liability

- 1) Per Occurrence: \$1,000,000
- 2) General Aggregate: \$1,000,000

e. Automobile Liability -- Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

f. Other (specify):

na

B. Additional Insureds:

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. EES, Inc.
Engineer

b. _____
Engineer's Consultant

c. _____
Engineer's Consultant

d. _____
[other]

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Exhibit G -- Insurance.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN
ENGINEERING SERVICES AGREEMENT WITH EJES, INC. FOR THE
COUNTRY CLUB DRIVE BRIDGE AT PETER QUINN DRIVE AND
COUNTRY CLUB DRIVE REPLACEMENT PROJECT**

OFFICE OF THE
CITY CLERK
JACKSON, MISSISSIPPI
7/30/24

WHEREAS, the City of Jackson selected EJES, Inc. to provide necessary engineering services to design a replacement bridge for the bridge located at Peter Quinn Drive and Country Club Drive; and

WHEREAS, EJES, Inc. will provide the following preliminary design phase services:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project;
2. In preparing the Preliminary Design Phase documents, use sustainable features, as appropriate, pursuant to Owner's instructions;
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information;
4. Visit the Site as needed to prepare the Preliminary Design Phase documents;
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services;
6. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs;
7. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013

Agenda Item #28

7.30.2024

By: Wright, Lumumba

Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable;

8. Furnish review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables, in pdf format, to Owner within 60 days of authorization to proceed with this phase, and review them with Owner. Within 14 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items; and
9. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables, in pdf format, within 45 days after receipt of Owner's comments;

and

WHEREAS, upon completion of the preliminary design phase documents and their acceptance by the City, EJES, Inc. will provide the following final design phases services:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor;
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications;
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate;
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost;
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer;
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely;

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner;
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement related instructions and forms, text, or content received from Owner;
9. Furnish for review by Owner, its legal counsel, and other advisors, 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, in pdf format, within 30 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 14 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions; and
10. Revise 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 in accordance with comments and instructions from the Owner, as appropriate, and submit three final copies of such documents to Owner within 21 days after receipt of Owner's comments and instructions; and

WHEREAS, EJES, Inc. will provide the following bid phase services, the cost of which will be negotiated during the performance of the final design phase services:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents;
2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents;
3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors;
4. Consult with Owner as to the qualifications of prospective contractors;
5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents;

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.;
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts; and
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations;
- and

WHEREAS, EJES, Inc. will provide the following construction phase services the cost of which will be negotiated during the performance of the final design phase services:

1. **General Administration of Construction Contract:** Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing;
2. **Resident Project Representative (RPR):** Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D;
3. **Selection of Independent Testing Laboratory:** DELETED;
4. **Pre-Construction Conference:** Participate in a pre-construction conference prior to commencement of Work at the Site;
5. **Electronic Transmittal Protocols:** If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents,

text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase;

6. **Original Documents:** If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review;
7. **Schedules:** Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values;
8. **Baselines and Benchmarks:** As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed;
9. **Visits to Site and Observation of Construction:** In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work;
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the

integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents;

10. **Defective Work: Reject Work** if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents;
11. **Compatibility with Design Concept:** If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work;
12. **Clarifications and Interpretations:** Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents;
13. **Non-reviewable Matters:** If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation;
14. **Field Orders:** Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work;

15. **Change Orders and Work Change Directives:** Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required;
16. **Differing Site Conditions:** Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use;
17. **Shop Drawings, Samples, and Other Submittals:** Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted;
18. **Substitutes and "Or-equal":** Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A;
19. **Inspections and Tests:**
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests;
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved;
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed;
20. **Change Proposals and Claims:** (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the

Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims;

21. Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents);
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid;
22. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees,

bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages;

23. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion;
24. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables: n/a;
25. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement; and
26. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith;

and

WHEREAS, EJES, Inc. will perform the preliminary and final design phase services for an amount not to exceed \$32,055.59, provided the period of service for providing these services does not exceed twelve (12) months; and

WHEREAS, EJES, Inc. will provide topographic survey services for an amount not to exceed \$11,750.00; and

WHEREAS, EJES, Inc. will provide geotechnical investigation services for an amount not to exceed \$10,000.00; and

WHEREAS, EJES, Inc. agrees to accept the following rates for reimbursable items:

8"x11" Copies/Impressions	\$0.20/page
Copies of Drawings	\$ 5.50/sq. ft.
Mileage (auto)	\$0.54/mile
Air Transportation	at cost
Laboratory Testing	at cost
Meals and Lodging	at cost

WHEREAS, EJES, Inc. agrees to charge for any additional services provided pursuant to the Agreement at the following rates:

Principal	\$305.57/hour
Vice President/Sr. Project Manager	\$267.77/hour
Project Manager/Senior Engineer	\$229.96/hour
Design Engineer	\$144.91/hour
Engineer Intern/Pre-Professional	\$126.01/hour
CADD Drafter	\$94.51/hour
Inspector	\$86.32/hour
Admin/Clerical	\$88.21/hour

WHEREAS, EJES, Inc. agrees to provide the following insurance coverage for the services performed under this Agreement:

1. Workers' Compensation: Statutory
2. Employer's Liability --
 - a) Bodily injury, each accident: \$1,000,000
 - b) Bodily injury by disease, each employee: \$1,000,000
 - c) Bodily injury/disease, aggregate: \$1,000,000
3. General Liability --
 - a) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - b) General Aggregate: \$2,000,000
4. Excess or Umbrella Liability --
 - a) Per Occurrence: \$10,000,000
 - b) General Aggregate: \$10,000,000
5. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

	\$1,000,000
6. Professional Liability –	
a) Each Claim Made	\$1,000,000
b) Annual Aggregate	\$2,000,000

WHEREAS, all bidding and negotiation phase and construction phase service fees and costs will be determined and submitted for approval as an amendment to the Agreement following the conclusion of the final design phase; and

WHEREAS, the Department of Public Works recommends the Agreement with EJES, Inc.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute an engineering services agreement using the Engineering Joint Contract Documents Committee E-500 Form, Agreement between Owner and Engineer and applicable form exhibits with EJES, Inc. for the Country Club Drive Bridge at Peter Quinn Drive and Country Club Drive Replacement Project for an amount not to exceed \$32,055.59 for engineering services, for an amount not to exceed \$11,750.00 for topographic surveying services, and for an amount not to exceed \$15,000.00 for geotechnical investigation services.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

July 22, 2024
DATE

POINTS		COMMENTS
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH EJES, INC. FOR THE COUNTRY CLUB DRIVE BRIDGE AT PETER QUINN DRIVE AND COUNTRY CLUB DRIVE REPLACEMENT PROJECT
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6, 7
3.	Who will be affected	Motorists on Country Club Drive
4.	Benefits	Design work for a replacement bridge
5.	Schedule (beginning date)	After City Council approval
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Country Club Drive
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Public Works Department, Engineering Division
8.	COST	Not to exceed \$32,055.59 for engineering services Not to exceed \$11,750.00 for topographic surveying services Not to exceed \$10,000.00 for geotechnical investigation
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Municipal Sales Tax Funds (173 45190 6823)
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Louis Wright
Chief Administrative Officer *lw*

Date: July 22, 2024

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute an engineering services agreement with EJES, Inc. for the Country Club Drive Bridge at Peter Quinn Drive and Country Club Drive Replacement Project.

Approval of this Agreement will allow EJES, Inc. to design the bridge. Once the final design is complete, included the cost estimate for construction, the Department of Public Works will return to the Special Sales Tax Commission to see funding for construction. This will also require an amendment to the Engineering Agreement to fund the scope of the bidding and negotiation phase, and construction phase services.

If you have any questions or comments, please do not hesitate to call me.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH EJES, INC. FOR THE COUNTRY CLUB DRIVE BRIDGE AT PETER QUINN DRIVE AND COUNTRY CLUB DRIVE REPLACEMENT PROJECT** is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, CITY ATTORNEY



DATE

Sondra Moncure, *Special Assistant* 

Terry Williamson, *Legal Counsel* 

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

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

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
the City of Jackson, Mississippi, a municipal corporation _____ (“Owner”) and
EJES, Inc. _____ (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Country Club Drive Bridge Replacement – At Peter Quinn Drive and Country Club Drive

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

Engineer's services under this Agreement are generally identified as follows: To provide the City with professional engineering and technical services for the design, bidding and construction administration phases of the Owner's Project.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in 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. 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: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project 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 this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct and consequential damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 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 45 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner 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 any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, 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.

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

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in 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:*
 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with any and all 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.
 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such 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 elsewhere in this Agreement.
- 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 that 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, counselling, or research, or 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 the Site, Engineer, its Consultants, 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. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. 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 the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. Owner acknowledges the Engineer's documents as instruments of professional engineering services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due to the Engineer under this Agreement. The Owner shall not reuse or make any modification to the plans and specifications without the prior written notification to the Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement 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. Engineers shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Engineer shall deliver to the Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement, but this action will not relieve Engineer of its obligation to obtain such insurance.
- C. 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 30 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.

- D. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving 14 days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

- a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. by Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

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

- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for

herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:* 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 this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, 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 of Mississippi.

6.08 *Successors, Assigns, and Beneficiaries*

A. Engineer is hereby bound and the successors, executors, administrators, and legal representatives of Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) is 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. The successors in office of Owner shall not be bound by 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 by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

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

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

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date 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.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. 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.
- D. 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, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "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 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 the 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. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

6.12 *Records Retention*

- A. Engineers shall maintain on file in legible form for a period of five years, or such length of as required under applicable State and Federal statutes and regulation, whichever is longest, following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. 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, warranties, 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 this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence upon discovery of all information necessary to bring a cause of action arising under this Agreement.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *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.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 6. *Change Order*—A document which is signed by 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.
 7. *Change Proposal*—A written request by 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.
 8. *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. §§5501 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.

9. **Construction Contract**—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. **Construction Contract Documents**—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. **Construction Contract Price**—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. **Construction Contract Times**—The number of days or the dates by which Contractor shall:
(a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. **Construction Cost**—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, 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 damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the 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.
14. **Contractor**—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the 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 the employees, agents, and representatives of any or all of them.
15. **Consultants**—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants, subcontractors, or vendors.
16. **Contract**—The entity or individual with which Owner enters into a Construction Contract.
17. **Documents**—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. **Drawings**—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. **Effective Date**—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. **Engineer**—The individual or entity named as such in this Agreement.

21. *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.
22. *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.
23. *Owner*—The individual or entity named as such in 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 the Project.
24. *Project*—The total 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 this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based 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.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *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.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents 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 the use of Contractor.
31. *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.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *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.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. 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 the Construction Contract Documents.
37. *Work Change Directive*—A written directive to 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*:

1. 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 *Exhibits Included*:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.

- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit. [Not used]
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. [Not used]
- I. Exhibit I, Limitations of Liability. [Not used]
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

[NOTE TO USER: If an exhibit is not to be included in the specific agreement, indicate "not used" after that exhibit in the list above.]

8.02 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. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 Designated Representatives

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

8.04 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 8.04:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "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;

3. "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.

8.05 *Conflicts of Interest and Confidential Information*

- A. Engineer acknowledges that he and his employees will comply with the most recently adopted edition of the Standards of Professional Conduct of the American Society of Civil Engineers. In addition to adhering to the Standards of Professional Conduct, Engineer agrees to the following terms in the conduct of its business relationship with Owner:
 1. Engineer shall not undertake to provide engineering services to a client other than Owner if the relationship with the other client will be directly adverse to the interests of Owner, unless Engineer first consults with and receives the written authorization of Owner.
 2. Engineer shall not share or otherwise make use of any information relating to the engineering services provided to Owner or any information obtained through its relationship with Owner without the first obtaining the authorization of Owner. It is the intention of the Owner that this obligation is ongoing and continues in effect following completion of the project.
- B. In the event that Engineer fails in any of its obligations under subsection A., Owner may take one or more of the following actions to protect its interests:
 1. Suspend the performance of the agreement until Engineer provides assurances that it intends to adhere to the said Standards of Professional Conduct;
 2. Terminate this Agreement upon giving three days written notice of Engineer's failure to adhere to the terms of subsection A;
 3. Debar Engineer from future work for Owner for a period of not less than 6 months. Engineer shall not circumvent debarment by performing such future work as a sub-consultant for another Engineer.
 4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.
- C. Engineer shall include in every subcontract identical language to this Paragraph 8.05 and Engineer shall be responsible enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Engineer to the remedies available to Owner for Engineer's failure to adhere to the requirements of this Section.

8.06 *The Equal Business Opportunity Clause*

- A. Engineer agrees to make good faith efforts to meet the goals of this agreement by making available opportunities for MBEs (AABEs, HBEs, and ABEs) and FBEs for utilization in the work set forth within this agreement, and shall take the following actions as part of its good faith efforts:
 - a. Notification to MBEs and FBEs that the Engineer has subcontracting opportunities available and maintenance of records of the MBEs and FBEs responses.

- b. Maintenance by the Engineer of a file of the names and addresses of each MBE and FBE contracted and action taken with respect to each such contract.
 - c. Dissemination of the Engineer's EBO policy externally by informing and discussing it with all management and technical assistance sources, by advertising in news media, and by notifying and discussing it with all subcontractors and suppliers.
 - d. Specific and continuing personal (both written and oral) recruitment efforts directed at MBE and FBE Engineer organizations, MBE and FBE assistance organizations.
 - e. Sub-division of the contract into economically feasible segments as practice to allow the greatest opportunity for participation by MBEs and FBEs.
 - f. Increasing where possible the number of aggregate purchase items so as to eliminate the requirement of front-end purchases of material for as many MBE and FBE subcontractors as possible.
 - g. Adoption of the Equal Business Opportunity Plan submitted with its response to the Invitation for Bids or Request for Proposals obligations under this agreement, as approved by the Equal Business Opportunity Officer.
 - h. Submission of monthly reports on the forms and to the extent required by the Equal Business Opportunity Officer, to be due on the last day of each month following the award of the work set forth in this agreement.
- B. The Engineer further agrees that its breach of this EBO provisions contained herein shall subject it to any or all of the following penalties:
- a. Withholding of ten percent (10%) of all future payments under the involved eligible project until it is determined that the Engineer is in compliance;
 - b. Withholding of all future payments under the involved project until it is determined that the Engineer is in compliance.
 - c. Refusal of all future bids or offers for any eligible project with the City of Jackson or any of its departments or divisions until such time as the Engineer demonstrates that there has been established and there shall be carried out of all the EBO provisions contained herein;
 - d. Cancellation of the eligible project.

8.07 *Governmental Funding*

- A. In the event any grants or funding, including loans, from any governmental source may become available, the Engineer agrees to comply with such regulations or restrictions as may be required by the terms of such grants or funding.

8.08 *Force Majeure*

- A. A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion,

revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement as a result of inability to perform caused by one or more of the previously listed occurrences.

- B. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in the Section.

DRAFT

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

Owner: The City of Jackson, Mississippi

Engineer:

By: _____
Print name: Chokwe A. Lumumba, Jr.
Title: Mayor
Date Signed: _____

By: _____
Print name: Tanita Gilbert-Hester, PE
Title: President
Date Signed: _____

Engineer License or Firm's Certificate No.: _____

State of: _____

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

City of Jackson
200 S. President St., Jackson, MS 39201
Designated Representative (Paragraph 8.03.A): Louis Wright
Title: Chief Administrative Officer
Works Phone Number: 601-960-2313
E-Mail Address: louisw@city.jackson.ms.us

EJES
405 Briarwood Dr., Suite 110, Jackson, MS 39206
Designated Representative (Paragraph 8.03.A):
[_____]
Title: _____
Phone Number: 601-691-1060
E-Mail Address: _____

DRAFT

This is EXHIBIT A, consisting of 14 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [] .

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the Parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase (DELETED)

A1.02 Preliminary Design Phase

A. Upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum, the utility mapping will include Engineer contacting utility owners and obtaining available information.

Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders,

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
n/a

10. Furnish review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables, in pdf format, to Owner within 60 days of authorization to proceed with this phase, and review them with Owner. Within 14 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables, in pdf format, within 45 days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents) based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables: n/a
 10. Furnish for review by Owner, its legal counsel, and other advisors, 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, in pdf format, within 30 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 14 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise 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 in accordance with comments and instructions from the Owner, as appropriate, and submit three final copies of such documents to Owner within 21 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for

performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
n/a
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. **General Administration of Construction Contract:** Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. **Resident Project Representative (RPR):** Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. **Selection of Independent Testing Laboratory:** ~~DELETED~~
 4. **Pre-Construction Conference:** Participate in a pre-construction conference prior to commencement of Work at the Site.
 5. **Electronic Transmittal Protocols:** If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
 6. **Original Documents:** If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction

Exhibit A – Engineer's Services

Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

Exhibit A – Engineer's Services

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10. **Defective Work:** Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. **Compatibility with Design Concept:** If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. **Clarifications and Interpretations:** Accept from Contractor and Owner submission of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. **Non-reviewable Matters:** If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. **Field Orders:** Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. **Change Orders and Work Change Directives:** Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. **Differing Site Conditions:** Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. **Shop Drawings, Samples, and Other Submittals:** Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "Or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests*:
- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, require that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: n/a
25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

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

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
n/a

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.

Exhibit A – Engineer's Services

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid process, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

Exhibit A – Engineer's Services

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22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during

construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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

Owner's Responsibilities

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

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or the specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Utility and topographic mapping and surveys.

Exhibit B – Owner's Responsibilities

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4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: n/a

This is **EXHIBIT C**, consisting of 5 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$32,055.59 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$N/A
b. Preliminary Design Phase	\$19,287.36
c. Final Design Phase	\$12,768.43
d. Bidding and Negotiating Phase	Negotiate after Preliminary Design
e. Construction Phase	Negotiate after Preliminary Design
f. Post-Construction Phase	Negotiate after Preliminary Design

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): **None**.

5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

DRAFT

**COMPENSATION PACKET RPR-1:
Resident Project Representative – Lump Sum**

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

C2.04 Compensation for Resident Project Representative Basic Services – Lump Sum Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

- 1. Resident Project Representative Services:** For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A, **The Lump Sum amount to be negotiated after Preliminary Design Phase.** The Lump Sum includes compensation for the Resident Project Representative's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses) related to the Resident Project Representative's Services.
- 2. Reimbursable Expenses:** In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following RPR Reimbursable Expenses (see Appendix 1 for rates or charges): **None.**
- 3. Resident Project Representative Schedule:** The Lump Sum amount set forth in Paragraph C2.04.A.1 above is based on full-time RPR services on an eight-hour workday Monday through Friday over a 45 day construction schedule. Modifications to the schedule shall entitle Engineer to an equitable adjustment or compensation for RPR services.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

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

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.15.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of June 2016) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.
- D. **Topographic Surveying Services:** For services rendered by Engineer in accordance with Paragraph A2.01.A.1, a lump sum fixed fee of **\$11,750** for all related Topographic Surveying Services.
- E. **Geotechnical Investigation Services:** For services rendered by Engineer in accordance with Paragraph A2.01.A.9 and B2.01.D.5, a lump sum fixed fee of **\$10,000** for necessary geotechnical investigations, analysis, and recommendations.
- F. **Construction Testing Services:** For services rendered by Engineer in accordance with Paragraph A2.01.A.9 and B2.01.G, a lump sum fixed fee **to be negotiated after Preliminary Design Phase** for necessary material inspections and tests.
- G. **Construction Staking Services:** For services rendered by Engineer in accordance with A2.01A.26, a lump sum fixed fee **to be negotiated after Preliminary Design Phase** for the necessary construction staking to enable Contractor to perform its work.

This is **Appendix 1 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Reimbursable Expenses Schedule

Reimbursable Expenses 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	\$0.20/page
Copies of Drawings	\$ 5.50/sq. ft.
Mileage (auto)	\$0.50/mile
Air Transportation	per cost
Laboratory Testing	per cost
Meals and Lodging	per cost

DRAFT

This is Appendix 2 to EXHIBIT C, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [].

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and 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.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Principal	\$305.57/hour
Vice President/Sr. Project Manager	\$267.77/hour
Project Manager/Senior Engineer	\$229.96/hour
Design Engineer	\$144.91/hour
Engineer Intern/Pre-Professional	\$126.01/hour
CADD Drafter	\$94.51/hour
Inspector	\$86.32/hour
Admin/Clerical	\$88.21/hour

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
1. **General:** RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. **Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 3. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but

Exhibit D - Resident Project Representative.

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Page 1

not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. **Safety Compliance:** Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. **Liaison:**
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. **Clarifications and Interpretations:** Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as Requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. **Shop Drawings and Samples:**
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. **Proposed Modifications:** Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. **Review of Work; Defective Work:**
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that material and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

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

This is **EXHIBIT E**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [. . .].

DRAFT

Exhibit E – Notice of Acceptability of Work.

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EJCDC

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: _____

OWNER: _____

CONTRACTOR: _____

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION: _____

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT: _____

ENGINEER: _____

NOTICE DATE: _____

To: _____

Owner

And To: _____

Contractor

From: _____

Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

Exhibit E – Notice of Acceptability of Work.

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Page 2

2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

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

Construction Cost Limit

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

F5.02 Designing to Construction Cost Limit

- A. Owner and Engineer hereby agree to a Construction Cost limit in the amount of \$[].
- B. A bidding or negotiating contingency of 10 percent will be added to any Construction Cost limit established.
- C. The acceptance by Owner at any time during ~~the~~ **Engineer's** revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit by no more than ten (10) percent, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

Exhibit F – Construction Cost Limit.

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

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
- 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 --
 - 1) Per Occurrence: \$10,000,000
 - 2) General Aggregate: \$10,000,000
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): \$1,000,000
- f. Professional Liability --
 - 1) Each Claim Made \$1,000,000
 - 2) Annual Aggregate \$2,000,000
- g. Other (specify): n/a

2. By Owner:

- a. Workers' Compensation: Statutory

Exhibit G – Insurance.

b. Employer's Liability --

- 1) Bodily injury, Each Accident \$1,000,000
- 2) Bodily injury by Disease, Each Employee \$1,000,000
- 3) Bodily injury/Disease, Aggregate \$1,000,000

c. General Liability --

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

d. Excess Umbrella Liability

- 1) Per Occurrence: \$1,000,000
- 2) General Aggregate: \$1,000,000

e. Automobile Liability -- Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

f. Other (specify):

na

B. Additional Insureds:

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. EIES, Inc.
Engineer

b. _____
Engineer's Consultant

c. _____
Engineer's Consultant

d. _____
[other]

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Exhibit G – Insurance.

29

ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR EMERGENCY STORM SEWER REPAIRS AT 135 YUCCA DRIVE

OFFICE OF THE CITY ATTORNEY
7/30/2024
WRIGHT

WHEREAS, the Department of Public Works was notified of a storm sewer failure in a City-owned drainage easement adjacent to 135 Yucca Drive; and

WHEREAS, on March 4, 2024, Mayor Chokwe Antar Lumumba signed a Declaration Invoking the Emergency Procurement Procedure, as authorized in Section 31-7-13 (k) of the Mississippi Code of 1972, a copy of which is attached to this order, authorizing an emergency contract for a repair of the failed storm sewer; and

WHEREAS, in accordance with the Declaration and in accordance with Section 31-7-13 (k) of the Mississippi Code of 1972, the City executed a contract with Delta Constructors, Inc. to make the repairs to the failed storm sewer adjacent to 135 Yucca Drive, a copy of which is attached to this order.

IT IS, THEREFORE, ORDERED that the Mayor's execution of a contract with Delta Constructors, Inc. to make the repairs to the failed storm sewer adjacent to 135 Yucca Drive in the amount of \$119,500.00 is hereby ratified.

Agenda Item # 29
July 30, 2024
(Wright, Lumumba)

BY: WRIGHT, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

July 22, 2024

DATE

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR EMERGENCY STORM SEWER REPAIRS AT 135 YUCCA DRIVE			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation 7. Quality of Life			
3.	Who will be affected	Residents adjacent and upstream of the failed storm sewer			
4.	Benefits	Prevents damage to property			
5.	Schedule (beginning date)	Work Underway			
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) Project limits if applicable	135 Yucca Drive (Ward 1)			
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/> ■	Public Works			
8.	COST	\$119,500.00			
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Infrastructure Modernization Tax Fund			
10.	EBO participation	ABE _____% AABE _____% WBE _____% HBE _____% NABE _____%	WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____	N/A _____ N/A _____ N/A _____ N/A _____ N/A _____	

Revised 2-04



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

MEMORANDUM

To: Hon. Chokwe Antar Lumumba, Mayor

From: Louis Wright, Chief Administrative Officer *lw*

Date: July 22, 2024

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda ratifying a contract with Delta Constructors, Inc. to repair a storm sewer failure adjacent to 135 Yucca Drive. The failure and the resulting sinkhole threatened to cause damage to homes adjacent to the easement.

It is the recommendation of Public Works that this agenda item be approved. If you have any questions or comments, please do not hesitate to call me.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR EMERGENCY STORM SEWER REPAIRS AT 135 YUCCA DRIVE** is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, *CITY ATTORNEY*

7/23/04

DATE

Sondra Moncure, *Special Assistant* 

Terry Williamson, *Legal Counsel* 


**DECLARATION INVOKING THE EMERGENCY
PROCUREMENT PROCEDURE**

I. REQUEST

The City of Jackson Department of Public Works has been notified of a storm drain failure in a drainage easement adjacent to 135 Yucca Drive. The failed metal drain pipe, which is in a dedicated easement on the Rollingwood Subdivision plat of 1959, has eroded soil immediately next to the house at 135 Yucca Drive threatening the structural stability of the house. To immediately stabilize the situation, the failed storm drain line next to the house along with the connecting brick inlet and drain crossing under Yucca Drive need to be replaced as soon as possible.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to hire a contractor to make the necessary repairs to storm drain lines at and near 135 Yucca Drive, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.


As background information to assist in your determination that an emergency exists, I have attached a memorandum from me. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.



Robert Lee, P.E.
City Engineer

February 20, 2024
DATE


II. REVIEWED AND APPROVED


Drew Martin
City Attorney

2/28/24
DATE


Fidelis Malembeka
Chief Financial Officer

03/01/24
DATE



Louis Wright
Chief Administrative Officer

3/4/24
DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the need to repair storm drain lines at and near 135 Yucca Drive constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that contract to replace the storm drain line and related work at or near 135 Yucca Drive is authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective _____, 2024.


CHOKWE A. LUMUMBA
Mayor

March 4, 2024
DATE



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Robert Lee, P.E. *RL*
City Engineer
Date: February 20, 2024
Subject: Emergency Procurement – Drainage Line Failure at 135 Yucca Drive

The City of Jackson Department of Public Works has been notified of a storm drain failure in a drainage easement adjacent to 135 Yucca Drive. The failed metal drain pipe, which is in a dedicated easement on the Rollingwood Subdivision plat, has eroded next to the house at 135 Yucca Drive threatening the structural stability of the house. To immediately stabilize the situation, the failed storm drain line next to the house along with the connecting brick inlet and drain crossing under Yucca Drive need to be replaced as soon as possible.

In order to quickly repair these drainage failures that are a hazard to adjacent homes, I recommend that the emergency procurement process pursuant to Section 31-7-13 (k) of state law be invoked.

DELTA CONSTRUCTORS, INC.

General



Contractors

TELEPHONE 601-939-8732
FAX 601-939-0867

JACKSON, MISSISSIPPI 39286-9545

P. O. BOX 9545
email: delta9545@aol.com

May 15, 2024

City of Jackson
Attn: Sharon Sullivan
219 South President Street
Jackson, MS 39201

RE: 135 Yucca Drive Storm Sewer Emergency Repair Project

I have enclosed the signed contract for the Storm Sewer Emergency Repair Project at 135 Yucca Drive. Please let us know when you get the signed right of way so that we can schedule for this work to be complete.

Please contact me at 601-939-8732 if you have any questions.

Yours truly,

A handwritten signature in blue ink, appearing to read "Joe H. Campbell".

Joe H. Campbell
President

CONTRACT

This Contract, made this the 13th day of May, 2024, by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, hereinafter called "OWNER" and Delta Constructors, Inc. having its principal place of business at 341 Sherborne Place, Flowood, Mississippi 39232, hereinafter called the "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the construction of the 135 Yucca Drive Storm Sewer Emergency Repair Project.
2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within five business day after the date of the NOTICE TO PROCEED and will work as directed by the Engineer until such time as the work described in the CONTRACTOR's Proposal is complete.
3. The term "CONTRACT DOCUMENTS" means and includes CONTRACTOR'S PROPOSAL, this Contract, Payment Bond, Performance Bond, the General Provisions only (not including the Standard Specifications) of the City of Jackson's Standard Specifications and General Provisions, Supplements and Amendments to the City of Jackson General Provisions, Notice to Proceed, and all subsequent Change Orders, Supplemental Agreements and/or other modifications to the Contract.
4. The CONTRACTOR agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents and other requirements of the OWNER, under the direct observation of and to the complete satisfaction of the Director, or his authorized representatives, and in accordance with the Laws of the State of Mississippi and the Ordinances of the City of Jackson, for which the OWNER hereby agrees to pay and the CONTRACTOR agrees to accept a sum of money in current funds equal to the total value of the work complete in place, computed by multiplying the final quantities of each item of work by the Contract unit prices therefor as stated in the 2024 Proposal of Delta Constructors, Inc., attached hereto and made a part hereof, plus the amount of any supplemental agreements and force accounts for other work authorized and performed; which shall not exceed the sum of one hundred nineteen thousand, five hundred and no/100 Dollars (\$119,500.00), in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, the CONTRACTOR assuming all risks of every kind and description in the performance of this Contract.
5. The CONTRACTOR agrees and binds himself (itself) to indemnify and save harmless and to defend any claims or suits against OWNER, its employees and its agents by reason of

any claims for damages arising from the performance of this Contract as a result of negligence on the part of the CONTRACTOR, or from any suit or claim brought against OWNER by reason of alleged damages or the taking of property under Section 17 of the Mississippi Constitution of 1890, and particularly from the use of the streets being constructed or improved under this Contract.

6. The CONTRACTOR shall provide proof of general liability insurance meeting the requirements set forth in the Emergency Contract Supplements and Amendments.
7. Any covenant, promise and/or agreement contained elsewhere to indemnify or hold harmless another person from that person's own negligence is void and wholly unenforceable. This does not apply to construction bonds or insurance contracts or agreements.
8. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of one hundred nineteen thousand, five hundred and no/100 Dollars (\$119,500.00).
9. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of one hundred nineteen thousand, five hundred and no/100 Dollars (\$119,500.00).
10. Upon execution of the Performance and Payment Bonds and before commencing work contained in the Contract Documents, the CONTRACTOR shall be required to make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interest thereon, when and as the same as may lawfully be due this state, or any county, municipality, board, department, commission or political subdivision thereof, by reason of and directly connected with the performance of this Agreement. In the event of default of the prompt payment of all such taxes, licenses, assessments, contributions, damages, penalties and interest thereon as may be due by the CONTRACTOR, a direct proceeding on the bonds may be brought in any court of competent jurisdiction by the proper officer or agency having lawful authority to do so to enforce such payment, the right to do so is cumulative and in addition to other remedies as may be provided by law.
11. The CONTRACTOR agrees to allow the OWNER, or any of their duly authorized representatives, access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical clause in any and all subcontracts.
12. That the Contract may be annulled by the OWNER for reason set forth in Section 8.08 of the Standard Specifications, amended by the Emergency Contract Supplements and Amendments.
13. The OWNER will pay CONTRACTOR according to the Contract Documents.

14. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
15. The CONTRACTOR shall only use materials grown, produced, prepared, made and/or manufactured within the State of Mississippi, unless when such materials made outside of the State of Mississippi are of like quality and can be secured at a lower cost or any materials of a better quality can be acquired at a reasonable cost.
16. CONTRACTOR shall employ only workmen and laborers who have actually resided in the State of Mississippi for two (2) years preceding employment. In the case that laborers or workmen cannot be found that meet such qualifications; the CONTRACTOR shall notify the OWNER in writing. Unless the OWNER supplies the CONTRACTOR with satisfactory workmen or laborers needed, the CONTRACTOR will be authorized to employ workmen or laborers not meeting these qualifications.
17. The CONTRACTOR agrees to guaranty the work for a period of one (1) year from the date of the final inspection and acceptance. CONTRACTOR further agrees to furnish any additional bonds as deemed necessary by the OWNER.

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IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in three (3) counterparts, each of which shall be deemed an original on the date first above written.

CITY OF JACKSON, MISSISSIPPI

Delta Constructors, Inc
CONTRACTOR

BY CA. APOLL
Mayor

By: Joe H. Campbell, President

ATTEST Angela Henric
City Clerk

ATTEST Andrew L. Coleman

(Seal)

(Seal)

CORPORATE CERTIFICATE

I, Andrew L. Coleman certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Contract; that Joe H. Campbell, who signed said Contract on behalf of the CONTRACTOR was then President of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Andrew L. Coleman
Secretary

Corporate Seal

PARTNERSHIP CERTIFICATE

STATE OF _____
ss. _____
COUNTY OF _____

On this _____ day of _____, 20____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____; that said firm consist of himself and _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in the County of _____

State of _____

My Commission Expires:

Notary Seal



Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Delta Constructors, Inc
PO Box 9545
Jackson, MS 39286

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, New Hampshire 03431

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Jackson, Mississippi
219 South President Street
Jackson, MS 39201

Mailing Address for Notices

Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

CONSTRUCTION CONTRACT

Date: *May 14, 2024*

Amount: \$119,500.00

Description:

(Name and location)

Emergency Repair of 30" Storm Sewer
135 Yucca Dr
Jackson, MS

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$119,500.00

Modifications to this Bond:

None

See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Delta Constructors Inc.

SURETY

Company: *(Corporate Seal)*
The Ohio Casualty Insurance Company

Signature:

Name and Title: Joe H. Campbell, President

Signature:

Name and Title: William D. Home III, Attorney-in-Fact and Mississippi Resident Agent

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Arthur J. Gallagher Risk Management Services, Inc.

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

William D. Horne Jr., Attorney-in-Fact and Mississippi Resident Agent

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

William D. Home -in-Fact & Mississippi Resident Agent

Signature: _____
Name and Title: _____
Address _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210283-016144

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Renee Lynette Martin; Sherrill Kelley; Tammy D. Vernon; Tina Meyers; Walter B. Wellington; William D. Horne, III

all of the city of Ridgeland state of MS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of June, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 13th day of June, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of May, 2024.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email POSUR@libertymutual.com.



Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)

Delta Constructors, Inc
PO Box 9545
Jackson, MS 39286

SURETY:
(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, New Hampshire 03431

OWNER:
(Name, legal status and address)

City of Jackson, Mississippi
219 South President Street
Jackson, MS 39201

Mailing Address for Notices
Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date: *May 14, 2024*

Amount: \$119,500.00

Description:
(Name and location)

Emergency Repair of 30" Storm Sewer
135 Yucca Dr
Jackson, MS

BOND

Date:
(Not earlier than Construction Contract Date)

Amount: \$119,500.00

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Delta Constructors Inc.

SURETY
Company: *(Corporate Seal)*
The Ohio Casualty Insurance Company

Signature: *[Signature]*

Name and Title: Joe H. Campbell, President

Signature: *[Signature]*

Name and Title: William D. Home III, Attorney-in-Fact & Mississippi Resident Agent

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Arthur J. Gallagher Risk Management Services, Inc.

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are to be used in full for the completion of the work. The Contractor shall not be entitled to any other funds from the Owner or the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanics' lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title:
Address

William D. Home tney-in-Fact & Mississippi Resident Agent

Signature: _____
Name and Title:
Address



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210283-016144

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Raneé Lynette Martin, Sherrill Kelley, Tammy D. Vernon, Tina Meyers, Walter B. Wellington, William D. Home, III

all of the city of Ridgeland state of MS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of June, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 13th day of June, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such Instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of May, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Client#: 1959004

526DELTA CON

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services LLC 1020 Highland Colony Parkway Suite 302 Ridgeland, MS 39157
CONTACT NAME: Crystal Myers
PHONE (A/C, No, Ext): 601 790-8500 FAX (A/C, No): 601-807-7341
E-MAIL ADDRESS: Crystal.Myers@mcgriff.com
INSURER(S) AFFORDING COVERAGE
INSURER A: FCCI Insurance Company NAIC # 10178
INSURER B: Travelers Property Casualty Co of Amer 25674
INSURER C: LUBA Casualty Insurance Company 12472
INSURER D: Brierfield Insurance Company 10993
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR INSR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Leased/Rented Equ.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Additional Insured & Waiver of Subrogation endorsements are included under the General Liability & Auto Liability policies if required by written contract. Coverage is Primary & Non-Contributory with respects to the General Liability & Auto Liability policies if required by written contract. General Liability Additional Insured includes both ongoing & completed operations if required by written contract. Blanket Waiver of Subrogation endorsement is included under Workers Compensation policy if required by (See Attached Descriptions)

CERTIFICATE HOLDER: City of Jackson, 200 South President Street, Jackson, MS 39201
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

DESCRIPTIONS (Continued from Page 1)

written contract.

General Liability, Auto Liability & Workers Compensation policies include thirty (30) days notice of cancellation to certificate holder if required by written contract.

Blanket Loss Payee endorsement included for leased/rented equipment as their interests may appear.

135 Yucca Drive Jackson, MS

Right of Entry and Agreement to Restore Property

WHEREAS, the City of Jackson requires access to its permanent utility easement across the property owned by the grantors below for the purpose of repairing a collapsed storm sewer line; and

WHEREAS, the City of Jackson has solicited services from an experienced contractor to perform the repair work on the collapsed sanitary sewer; and

WHEREAS, the removal of existing trees and vegetation may be necessary to perform the construction work; and

WHEREAS, the work to be performed will provide benefits to the grantors, as well as to other customers served by the collapsed storm sewer line; and

WHEREAS, the City of Jackson intends to exercise its right to maintain and repair the utilities located in its permanent utility easement.

NOW THEREFORE, in consideration of the benefits to be derived therefore, we, the undersigned grantees, representing that we are the owners of the property over which the City intends to access its permanent easement hereby grant unto the City of Jackson, Mississippi and its designated contractor(s), the full and complete right to go upon our property and perform storm sewer line repairs.

FURTHER, the City of Jackson agrees to restore the disturbed ground in the area of construction to its original condition as nearly as practical upon completion of the project. The City of Jackson or its designee will seed the disturbed areas used for the purpose of access to the collapsed storm sewer line, repair any damage to pavement, and repair any damages to appurtenances located on the servient estate. We, the grantors, hereby waive any further benefit (compensation) and hereby release the City of Jackson and its contractors from any and all damage, present or prospective, to our property arising from or related to the repair of the utilities located in its permanent utility easement.

This the 14 day of June, 2024.

Grantor: Kenneth and Carol Bruce

Signature: [Signature] Witness: _____
Title: _____

Address: 127 Yucca Dr
Jackson MS 39211

Phone Number: 661-672-5298

Accepted:

City of Jackson: _____ Date: _____

Contractor: _____ Date: _____

Delta Constructors, Inc.

Right of Entry and Agreement to Restore Property

WHEREAS, the City of Jackson requires access to its permanent utility easement across the property owned by the grantors below for the purpose of repairing a collapsed storm sewer line; and

WHEREAS, the City of Jackson has solicited services from an experienced contractor to perform the repair work on the collapsed sanitary sewer; and

WHEREAS, the removal of existing trees and vegetation may be necessary to perform the construction work; and

WHEREAS, the work to be performed will provide benefits to the grantors, as well as to other customers served by the collapsed storm sewer line; and

WHEREAS, the City of Jackson intends to exercise its right to maintain and repair the utilities located in its permanent utility easement.

NOW THEREFORE, in consideration of the benefits to be derived therefore, we, the undersigned grantees, representing that we are the owners of the property over which the City intends to access its permanent easement hereby grant unto the City of Jackson, Mississippi and its designated contractor(s), the full and complete right to go upon our property and perform storm sewer line repairs.

FURTHER, the City of Jackson agrees to restore the disturbed ground in the area of construction to its original condition as nearly as practical upon completion of the project. The City of Jackson or its designee will seed the disturbed areas used for the purpose of access to the collapsed storm sewer line, repair any damage to pavement, and repair any damages to appurtenances located on the servient estate. ~~We, the grantors, hereby waive any further benefit (compensation) and hereby release the City of Jackson and its contractors from any and all damage, present or prospective, to our property arising from or related to the repair of the utilities located in its permanent utility easement.~~ PT
4/17/24

This the 17th day of June, 2024.

Grantor: Patricia Thomas

Signature: [Handwritten Signature]

Witness: _____

Title: Property Owner

Address: 135 Yucca Dr

Jackson, MS 39211

Phone Number: 601 624-4787

Accepted:

City of Jackson: _____ Date: _____

Contractor: _____ Date: _____

Delta Constructors, Inc.

30

ORDER AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY INSTRUMENT WITH ENTERGY MISSISSIPPI, LLC TO PROVIDE A NEW ELECTRICAL FEED TO THE CITY OF JACKSON PLANETARIUM

OFFICE OF THE ATTORNEY
2024
8/24

WHEREAS, the City of Jackson is currently renovating its Planetarium; and

WHEREAS, the architects for the project, CDFL Architects + Engineers, A Professional Association, and Entergy Mississippi, LLC are recommending that the renovation project include a new electrical feed to the Planetarium to ensure sufficient electrical service; and

WHEREAS, the installation of the new electrical feed requires Entergy Mississippi, LLC to install a separate electrical feed solely for the Planetarium, which formerly shared an electrical feed with the Arts Center of Mississippi; and

WHEREAS, in order to install the new electrical feed, Entergy Mississippi, LLC requires a right-of-way for their equipment; and

WHEREAS, it is in the best interest of the City of Jackson to grant Entergy Mississippi, LLC a right-of-way, servitude, and easement, according to the Right-of-Way Instrument attached hereto.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Right-of-Way Instrument whereby the City of Jackson conveys to Entergy Mississippi, LLC a right-of-way, servitude and easement 10 feet in width for electric power and communication facilities over, across, under, or on property owned by the City of Jackson as described in the Right-of-Way Instrument attached hereto.

Agenda Item # 30
July 30, 2024
(Wright, Lumumba)

BY: WRIGHT, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET July 22, 2024 .
DATE

P O I N T S		C O M M E N T S
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY INSTRUMENT WITH ENTERGY MISSISSIPPI, LLC TO PROVIDE A NEW ELECTRICAL FEED TO THE CITY OF JACKSON PLANETARIUM
2.	Purpose	The easement will allow Entergy Mississippi, LLC to upgrade its electrical and communications service to the Planetarium as part of renovations to that building
3.	Who will be affected	The City, Entergy, and patrons of the Planetarium
4.	Benefits	Improved electric service to the City's Planetarium
5.	Schedule (beginning date)	Upon approval by City Council, an easement will be executed by the Mayor and Entergy will begin the project
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 7
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	CDFL and Entergy
8.	COST	\$0
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Hon. Chokwe Antar Lumumba, Mayor

From: Louis Wright, Chief Administrative Officer

LW

Date: July 22, 2024

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing you to execute a Right-of-Way Instrument whereby the City will convey a right-of-way, servitude, and easement to Entergy Mississippi, LLC. The purpose of this easement is to allow Entergy to install a separate electrical feed to the City Planetarium as part of the renovation project. This separate electrical feed is recommended by both City's architect for the Planetarium Renovation Project, CDFL, and Entergy. The separate feed will ensure sufficient electricity to the Planetarium after its renovation and improvements.

Please contact me if you have any additional questions.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY INSTRUMENT WITH ENTERGY MISSISSIPPI, LLC TO PROVIDE A NEW ELECTRICAL FEED TO THE CITY OF JACKSON PLANETARIUM is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, CITY ATTORNEY

7/23/09

DATE

Sondra Moncure, *Special Assistant* 

Terry Williamson, *Legal Counsel* 

DO NOT WRITE ABOVE THIS LINE

GRANTEE, PREPARED BY AND RETURN TO:

Kelly Hammons
Entergy Mississippi, LLC
Right of Way Dept.
905 Hwy. 80 E
Clinton, MS 39056

GRANTOR:

Name: _____

Address: _____

Name: Matt Ingram

Phone: 601-925-6511

Phone: _____

STATE OF MISSISSIPPI

COUNTY OF Hinds

Indexing Instructions: _____

Line/Project Identification: Proj. No. C6PP349020

WR No. 46309093

RIGHT-OF-WAY INSTRUMENT
ENERGY MISSISSIPPI, LLC

KNOW ALL MEN BY THESE PRESENTS THAT: _____

Grantor(s), acting individually, and for, and on behalf of, my/our heirs, successors, assigns and any other person claiming the ownership to the property hereinafter described, collectively "Grantor", for and in consideration of One Dollar, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, assign, convey unto and warrant and defend Entergy Mississippi, LLC, and its successors and assigns, collectively "Grantee", a right-of-way, servitude and easement 10 feet in width for the location, construction, reconstruction, improvements, repairs, operation, inspection, patrol, replacement and maintenance of electric power and communication facilities, or the removal thereof, now or in the future, including, but not necessarily limited to, poles, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors and other equipment, structures, material and appurtenances, now or hereafter used, useful or desired in connection therewith by Grantee over, across, under or on that land of Grantor in the County of Hinds, State of Mississippi described as follows, to-wit:

A certain parcel of land lying and being situated in the SE quarter of the SW quarter of Section 3, Township 5N, Range 1E, HINDS County, Mississippi, as shown on Exhibit "A" attached hereto and made a part hereof. Any lowering, relocating, or adjusting of facilities made necessary by actions of the Grantor or subsequent purchasers will be at the expense of such Grantor or subsequent purchasers.

together with the right of ingress and egress to and from said right-of-way across the adjoining land of the Grantor and the right to attach wires and cables of any other party to Grantee's facilities, and the right to install guy wires, anchors, and anchor assemblies beyond the limits of said right-of-way.

Unless otherwise herein specifically provided, the center line of the electric power and communication lines initially constructed on this right-of-way shall be the center line of said right-of-way.

Grantee shall have the full and continuing right to clear and keep clear vegetation within or growing into said right-of-way and the further right to remove or modify from time to time trees, limbs, and/or vegetation outside the said right of way which Grantee considers a hazard to any of its electric power or communications facilities or a hazard to the rendering of adequate and dependable service to Grantor or any of Grantee's customers, by use of a variety of methods used in the vegetation management industry.

Proj. No. C6PP349020

WR No. 46309093

Grantor shall not construct or permit the construction of any structure, obstruction or other hazard within the said right-of-way, including but not limited to, house, barn, garage, shed, pond, pool or well, excepting only Grantor's fence(s) and Grantee's facilities. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearances from the lines and facilities of Grantee, as provided in the National Electrical Safety Code.

IN WITNESS WHEREOF, Grantor has executed this Right-of-Way Instrument on this ___ day of _____, 20___.

GRANTOR:

(signature)

(print name)

(title)

GOVERNMENT ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ___ day of _____, 20___, within my jurisdiction, the within named _____, who acknowledged that (he)(she) is _____ of _____,

and that for and on behalf of the said _____, and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized so to do.

Commission expires:

NOTARY PUBLIC

Entergy

WO Name: 2024-FX01-JACKSON-E PASCAGOULA ST-DAVIS PLANETARIUM-REV

WO#: 46309093

Local Office: 0

County/Parish: HINDS

Right-of-Way

Construction Type

Load PT:

CEA#:

Tax Dist: 0

Section:

Township:

Range:

Yes No

OH

Urban

Source PT:

Customer Service Entrance Size:

WO Type: Rev

Pull off Loc. No.:

UG

Rural

Circuit No: FX01

Page 1 of 1

Acct#:

SO#:

Map:

Phase: ABC

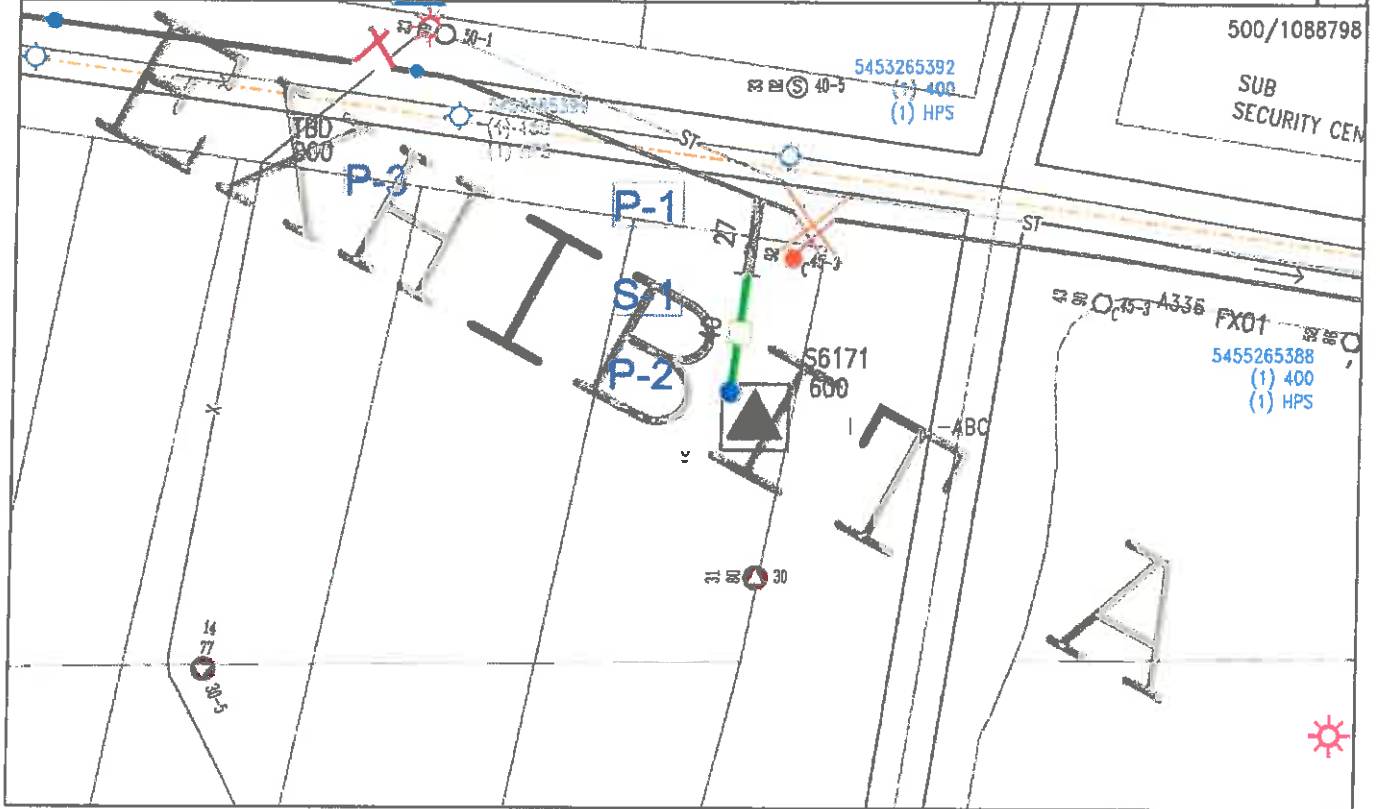
Phone#:

Night Watcher SO#:

Scale 1"=48'

Contact Person:

Last Call Ref#:



31

ORDER RATIFYING AN AMENDMENT TO THE CONTRACT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401

WHEREAS, the governing authorities for the City of Jackson authorized a professional services agreement with Canizaro Cawthon Davis, A Professional Association (hereinafter "CCD") on July 12, 2016, for architectural services related to the construction of a new Fire Station 20 Building, City Project No. 15B7003.401, which was executed on December 19, 2016 in the amount of \$183,182.00; and

WHEREAS, the professional services agreement was amended, as Amendment No. 1, on January 14, 2020 with an expiration date of January 1, 2022 at a contract addition of \$39,946.00; and

WHEREAS, the City has contracted with the building contractor for construction cost of \$3,080,000.00 with construction time extending to October 24, 2022; and

WHEREAS, pursuant to Amendment No. 3 approved on February 28, 2023, CCD agreed to provide additional architectural and engineering services necessary for the construction project for a contract addition of \$9,800.00 with the agreement expiring June 1, 2023; and

WHEREAS, pursuant to Amendment No. 4 approved on July 18, 2023, CCD agreed to provide additional architectural and engineering services necessary for the construction project for a contract addition of \$5,000.00 with the agreement expiring September 30, 2023; and

WHEREAS, the building contractor has continued to exceed his contracted substantial completion date of October 24, 2022 and the contractor's surety, Granite Re, Inc., has become involved, which resulted in the need for continued additional construction administration services from CCD; and

WHEREAS, pursuant to Amendment No. 5 approved on October 10, 2023, CCD agreed to provide additional architectural and engineering services necessary for the construction project for a contract addition of \$5,000.00 with the agreement expiring December 31, 2023; and

WHEREAS, pursuant to Amendment No. 6 approved on January 3, 2024, CCD agreed to provide additional architectural and engineering services necessary for the construction project for a contract addition of \$10,000.00 with the agreement expiring June 30, 2024, which Amendment No. 6 increased the total contract price to an amount not to exceed \$267,865.00; and

WHEREAS, due to the Chapter 11 reorganization of the contractor, Castle Black, Inc., the project is not yet substantially complete, though the Fire Department has occupied the new fire station; and

WHEREAS, CCD has continued to provide necessary architectural and engineering services to the City while the contractor works to reach substantial completion and final completion; and

WHEREAS, it was the intent of the Department of Public Works to continue the Agreement with CCD in effect until final completion of construction; and

WHEREAS, Amendment No.7 to the Agreement with CCD for Architectural Engineering Services, necessary to complete the construction of the new Fire Station 20 building, will increase the contract total by \$10,000.00 to an amount not to exceed \$277,865.00 and extend the agreement through June 30, 2025; and

Agenda Item # 31
July 30, 2024
(Wright, Lumumba)

WHEREAS, the Fire Department and Department of Public Works recommends that the City ratify Amendment No. 7, which will modify the completion date of the Agreement with CCD to June 30, 2025 and increase the contract amount by \$10,000.00.

IT IS, THEREFORE, ORDERED that Amendment No.7 to the professional services agreement with Canizaro Cawthon Davis, A Professional Association for additional architectural and engineering services for New Fire Station 20, City Project No. 15B7003.401, increasing the total contract amount by \$10,000.00, resulting in a not to exceed amount of \$277,865.00, to be completed on or before June 30, 2025 is ratified with an effective date of July 1, 2024.

IT IS FURTHER ORDERED that the Mayor is authorized to execute Amendment No. 7 as set forth herein with an effective date of July 1, 2024.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/22/24

DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	ORDER RATIFYING AN AMENDMENT TO THE CONTRACT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	Occupants of Fire Station 20 and community served.
4.	Benefits	Replacement of an outdated and unfit existing facility
5.	Schedule (beginning date)	Upon approval by the City
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	3 No Medgar Evers Blvd, City present site of existing Fire Station 20
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Public Works, Engineering Division
8.	COST	Amendment to the professional services agreement with Canizaro Cawthon Davis for additional architectural and engineering services for New Fire Station 20, City Project No. 15B7003.401. Amendment No. 7 in the amount of \$10,000.00 at a not to exceed cost of \$277,865.00, to be completed on or before June 30 2025.
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Fire Dept Acct # - 0010-0300-509-50900-01-100-04-000-6824
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____



City of Jackson
Department of Public Works

Council Agenda Item Memorandum

To: Hon. Chokwe Antar Lumumba, Mayor

From: Louis Wright *lw*

Date: July 22, 2024

Agenda Item: Contract Amendment New Fire Station #20 Building
City Project #: 15B7003.401
Council Meeting: Regular Council Meeting, TBD
Consultant: Canizaro Cawthon Davis

Purpose: Additional Architectural/Engineering Services New Fire Station #20

Cost: Total Contract \$277,865.00
This Amendment \$10,000.00

Project/Contract Type: Construction Administration

Funding Source: Fire Dept Acct # - 0010-0300-509-50900-01-100-04-000-6824

Schedule/Time: Through June 30, 2025

DPW Manager: Lloyd Keller, Jr. AIA

Background:

Attached, you will find an item for the City Council Agenda to amend the Architectural Agreement with Canizaro Cawthon Davis to include additional architectural services for the construction administration for the New Fire Station #20 building.

A professional services agreement was authorized with Canizaro Cawthon Davis on July 12, 2016, for architectural services related to the construction of a new Fire Station 20 Building, City Project No. 15B7003.401, in an amount not to exceed \$183,182.00, which was executed on December 19, 2016.

Contract Amendment No. 1 for additional consulting architectural services to modify the completed construction documents to include additional addendum items and for previous additional project revision investigation was authorized January 14, 2020 at an additional cost not to exceed \$39,946.00 with a completion date of January 1, 2022.

The construction contract was executed with Castle Black., Inc in the amount of \$3,080,000.00 establishing the Agreement fee, with a scheduled construction completion date of October 24, 2022.

Contract Amendment No.2 was authorized on April 12, 2021 to provide additional architectural services for the construction project with a contract addition of \$14,937.00, and to modify the contract completion date to January 1, 2023.

Contract Amendment No.3 was authorized on February 28, 2023 to provide additional architectural services for the construction project due to contractor's delay with a contract addition of \$9,800.00, and to modify the contract completion date to June 30, 2023.

Contract Amendment No.4 was authorized on July 18 2023 to provide additional architectural services for the construction project due to contractor's delay with a contract addition of \$5,000.00, and to modify the contract completion date to September 30, 2023.

Contract Amendment No.5 was authorized on October 10, 2023 to provide additional architectural services for the construction project due to contractor's delay with a contract addition of \$5,000.00, and to modify the contract completion date to December 30, 2023.

Contract Amendment No.6 was authorized on January 3, 2024 to provide additional architectural services for the construction project due to contractor's delay with a contract addition of \$10,000.00, and to modify the contract completion date to June 30, 2024.

Contract Amendment No.7 will provide for additional architectural services totaling \$10,000.00 to complete the project since the building contractor continues to exceed the contracted substantial completion date of October 24, 2022. Consequently, the total contract not to exceed amount will increase to \$277,865.00. Also, the Amendment will modify the completion date of the CCD agreement from June 30, 2024 to June 30, 2025.

Funding for this amendment is provided by Fire Dept through Acct # - 0010-0300-509-50900-01-100-04-000-6824.

It is the recommendation of the Department of Public Works, Engineering Division, that the additional architectural consulting services contract be approved.

Amendment Summary

Original Authorized Contract Amount of \$183,182.00

Amendment No.1 Total contract value \$223,128.00 (addition of \$39,946.00)

Amendment No.2 Total contract value \$238,065.00 (addition of \$14,937.00)

Amendment No.3 Total contract value \$247,865.00 (addition of \$9,800.00)

Amendment No.4 Total contract value \$252,865.00 (addition of \$5,000.00)

Amendment No.5 Total contract value \$257,865.00 (addition of \$5,000.00)

Amendment No.6 Total contract value \$267,865.00 (addition of \$10,000.00)

Amendment No. 7 Total contract value \$277,865.00 (addition of \$10,000.00)

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39201-2779
Telephone: (601) 960-1779
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AN AMENDMENT TO THE CONTRACT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401** is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, CITY ATTORNEY



DATE

Sondra Moncure, *Special Assistant*

Terry Williamson, *Legal Counsel*



C. AMOUNT AND TIMING OF ISSUANCE

The amount and timing of the issuance of the TIF Bonds shall be determined pursuant to further proceedings of the City.

Yeas- Barrett-Simon, Foote, Hendrix, Priester, Stamps and Tillman.
Nays- Stokes.
Absent- None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CANIZARO CAWTHON DAVIS FOR ARCHITECTURAL SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401.

WHEREAS, the City of Jackson solicited statements of qualifications from architectural /engineering firms for the design and construction of a new Fire Station 20; and

WHEREAS, five proposals for architectural/engineering services were received; and

WHEREAS, a review committee evaluated the responses and Canizaro Cawthon Davis was selected for the project; and

WHEREAS, architectural and engineering services will be funded by a CDBG grant; and

WHEREAS, the construction cost for the building is estimated to be \$2,427,150.00 and the consulting fee for the project is calculated at 7.3% of the estimated construction cost in the amount of \$177,182.00. Consulting fee is based on Bureau of Buildings Type C Facility at 6.64% plus 0.66% for additional Basic Services. Additionally, a reimbursable allowance of \$6,000.00 will be added.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Canizaro Cawthon Davis for architectural and engineering services for New Fire Station 20, City Project No. 15B7003.401, fees in the amount of \$177,182.00 and an additional \$6,000.00 for reimbursable items.

Council Member Barrett-Simon moved adoption; Council Member Stokes seconded.

Yeas- Barrett-Simon, Foote, Hendrix, Priester, Stamps, Stokes and Tillman.
Nays- None.
Absent- None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A REAL ESTATE SERVICE CONTRACT WITH NEEL-SCHAFFER, INC., FOR RIGHT-OF-WAY APPRAISAL, ACQUISITION SERVICES, AND REVIEW APPRAISAL SERVICES FOR THE MUSEUM TO MARKET TRAIL TRANSPORTATION ENHANCEMENT PROJECT (PHASE 1), FEDERAL AID PROJECT NO. STP-025-00(039) LPS/106367-701000, CITY PROJECT NO. 13B4005.701, SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION.

WHEREAS, the City of Jackson intends to construct a pedestrian and recreational trail along the abandoned ICG railroad line from the new Farmer's Market on High Street to the various museum's located at LeFluer's Bluff State Park on Riverside Drive; and

WHEREAS, certain rights-of-way and easements must be acquired from private property owners to construct the improvements; and

ORDER AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ADMINISTER A GRANT WITH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY TO FUND THE ENVIRONMENTAL SERVICE CENTER (ESC), A PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION SITE.

WHEREAS, the Environmental Service Center located at 1570 University Boulevard is funded through the Mississippi Department of Environmental Quality's Solid Waste Assistance Grant; and

WHEREAS, the Solid Waste Assistance Grant is applied for October 1st and April 1st of each fiscal year; and

WHEREAS, the City is requesting the full amount of \$75,000.00 for October 1st and April 1st of each year to keep the Environmental Service Center operational; and

WHEREAS, the City provides the Environmental Service Center to residents in the tri-county area for the proper disposal of all household hazardous waste materials that cannot be disposed with regular garbage.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute any and all documents necessary to administer a grant for \$75,000.00 with the Mississippi Department of Environmental Quality, whose grant application date is October 1, 2023, to fund the Environmental Service Center, a permanent household hazardous waste collection site.

Council Member Grizzell moved adoption: Council Member Lindsay seconded.

Yeas – Banks, Foote, Grizzell, Lee and Lindsay.

Nays – None.

Absent – Hurlley and Stokes.

ORDER AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401.

WHEREAS, the governing authorities for the City of Jackson authorized a professional services agreement with Canizaro Cawthon Davis, A Professional Association (hereinafter "CCD") on July 12, 2016, for architectural services related to the construction of a new Fire Station 20 Building, City Project No. 15B7003.401, which was executed on December 19, 2016 in the amount of \$183,182.00; and

WHEREAS, the professional services agreement was amended, as Amendment No. 1, on January 14, 2020 with an expiration date of 1 January of 2022 at a contract addition of \$39,946.00; and

WHEREAS, the City has contracted with the building contractor for construction cost of \$3,080,000.00 with construction time extending to October 24, 2022; and

WHEREAS, pursuant to Amendment No. 3 approved on February 28, 2023, CCD agreed to provide additional architectural and engineering services necessary for the construction project for a contract addition of \$9,800.00 with the agreement expiring June 30, 2023; and

WHEREAS, the building contractor has continued to exceed his contracted Substantial Completion date of October 24, 2022 and the contractor's surety, Granite Re. Inc., has become involved, which has resulted in the need for continued additional construction administration services from CCD; and

WHEREAS, in order to provide the additional construction administration services necessary to complete the project, CCD has proposed Amendment No. 4, which will provide

Amendment
No. 4

additional architectural and engineering services and allowances totaling \$5,000.00 to complete the project; and

WHEREAS, Amendment No.4 to the Agreement with CCD for Architectural Engineering Services is necessary to complete the construction of the new Fire Station 20 and will increase the contract total to an amount not to exceed \$252,865.00; and

WHEREAS, the Fire Department and Department of Public Works recommends that the City modify the completion date of the Agreement with CCD to September 30, 2023 to coincide with the projected completion of construction.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Amendment No.4 to the professional services agreement with Canizaro Cawthon Davis, a Professional Association for additional architectural and engineering services for new Fire Station 20, City Project No. 15B7003.401, increasing the total contract amount by \$5,000.00, resulting in a not to exceed amount of \$252,865.00, to be completed on or before September 30, 2023.

Council Member Grizzell moved adoption; **Council Member Lindsay** seconded.

Yeas – Banks, Foote, Grizzell, Lee and Lindsay.

Nays – None.

Absent – Hartley and Stokes.

ORDER AUTHORIZING THE MAYOR TO TERMINATE THE LEASE AGREEMENT BETWEEN RETRO METRO, LLC AND THE CITY OF JACKSON, MISSISSIPPI AND TO VACATE THE SPACE AT THE METROCENTER MALL ON U.S. HIGHWAY 80.

WHEREAS, at some time in 2011, the City of Jackson entered into a lease agreement with Retro Metro, LLC, to lease office space for various City departments located at 3645 Highway 80 West, Jackson, Hinds County, Mississippi; and

WHEREAS, the Office of the City Attorney recommends that the governing authorities for the City of Jackson authorize the Mayor to terminate the lease agreement with Retro Metro, LLC; and

WHEREAS, the Metrocenter is in dire need of repairs, essential air conditioning, and many other revolving doors of issues that have gone unattended for some time; and

WHEREAS, on May 9, 2023, the governing authorities authorized the Mayor to execute two lease agreements to move City employees from the Metrocenter Mall; and

WHEREAS, the Office of the City Attorney recommends that the governing authorities for the City of Jackson terminate the lease agreement with Retro Metro, LLC, pursuant to the law against binding successors; and

WHEREAS, the Supreme Court of Mississippi and the Attorney General Office consistently have advised political entities that they may not bind successors in office in the exercise of their discretionary authorities unless there is express statutory authority to do so; and

WHEREAS, without express statutory authorities, the lease agreement with Retro Metro is voidable by this council under the laws of this state; and

WHEREAS, the Office of the City Attorney recommends that the Mayor be authorized to terminate said agreement and to vacate said premises later than August 31, 2023.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to terminate the lease agreement with Retro Metro, LLC, and to vacate the premises no later than August 31, 2023.

Council Member Grizzell moved adoption; **Council Member Lindsay** seconded.

President Banks recognized Catoria Martin, City Attorney, and Sandra Moncure, Deputy City Attorney, who provided a brief overview of said item.

Thereafter, President Banks, called for a vote of said item:

Yeas – Grizzell, Lee and Lindsay.
Nays – Foote and Hartley.
Abstentions – Banks.
Absent – Stokes.

ORDER AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401.

WHEREAS, the governing authorities for the City of Jackson authorized a professional services agreement with Canizaro Cawthon Davis, A Professional Association (hereinafter "CCD") on July 12, 2016, for architectural services related to the construction of a new Fire Station 20 Building, City Project No. 15B7003.401, which was executed on December 19, 2016 in the amount of \$183,182.00; and

WHEREAS, the professional services agreement was amended, as Amendment No. 1, on January 14, 2020, to extend the term of the contract through January 1, 2022, and provide additional professional fees of \$39,946.00; and

WHEREAS, the City accepted the bid of Castle Black Construction in the amount of \$3,080,000.00 and entered into a contract in that amount with the construction substantial completion date of October 24, 2022; and

WHEREAS, Amendment No. 2 to the Contract with CCD revised the construction fee consistent with the bid, setting the basic fee at \$224,840.00 and increased the allowable reimbursable expenses by \$2,000.00 to a total allowable amount of \$8,000.00; and

WHEREAS, Castle Black Construction failed to substantially complete construction of the project pursuant to the terms of the contract and filed for Chapter 11 Bankruptcy; and

WHEREAS, Amendment No. 3, approved on February 28, 2023, provided additional architectural and engineering services necessary for the construction project due to the failure of Castle Black to substantially complete the project within the contract time at an additional cost of \$9,800.00 and an amended contract term through June 30, 2023; and

WHEREAS, due to Castle Black Construction's failure to complete the project as of June 30, 2023, pursuant to Amendment No. 4, approved on July 18, 2023, CCD agreed to provide additional architectural and engineering services necessary for the construction project for a contract addition of \$5,000.00 with the agreement expiring September 30, 2023; and

WHEREAS, the building contractor has continued to exceed his contracted Substantial Completion date of October 24, 2022, which has resulted in the need for continued additional construction administration services from CCD; and

WHEREAS, in order to provide the additional construction administration services necessary to complete the project, CCD has proposed Amendment No. 5, which will provide additional architectural and engineering services and allowances totaling \$5,000.00 to complete the project; and

WHEREAS, Amendment No. 5 to the Agreement with CCD for Architectural Engineering Services necessary to complete the construction of the new Fire Station 20 building will increase the contract total to an amount not to exceed \$257,865.00; and

Amendment No. 5

WHEREAS, the Fire Department and Department of Public Works recommends that the City modify the completion date of the Agreement with CCD to December 31, 2023 to coincide with the projected completion of construction.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Amendment No.5 to the professional services agreement with Canizaro Cawthon Davis, A Professional Association for additional architectural and engineering services for New Fire Station 20, City Project No. 15B7003.401, increasing the total contract amount by \$5,000.00, resulting in a not to exceed amount of \$257,865.00, to be completed on or before December 31, 2023.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.
Nays – None.
Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO TERMINATE THE 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C450i DIGITALCOPIER BEING USED BY THE DEPARTMENT OF PUBLIC WORKS WATER/SEWER UTILITIES DIVISION.

WHEREAS, on October 25, 2022, the City of Jackson City Council authorized the Mayor to execute a 48-month copier rental agreement for the Department of Public Works Water/Sewer Utilities Division, with said copier being paid for from the Water/Sewer Enterprise Fund; and

WHEREAS, due to upcoming changes with the Water/Sewer Enterprise Fund, it is necessary to terminate the contract in accordance with the rental agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to terminate the 48-month rental agreement with Advantage Business Systems for a Konica Minolta Bizhub C450i Digital Copier being used and paid for by the Department of Public Works Water/Sewer Utilities Division.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

President Banks recognized Robert Lee, Interim Public Works Director, who provided a brief overview of said item.

Thereafter, President Banks called for a vote of said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.
Nays – None.
Absent – Stokes.

There came on for discussion, Agenda Item No. 36:

DISCUSSION: JOSEPH HOLIDAY- MAN UP! STAND UP: President Banks stated discussion item would be held due to the absence of Council Member Stokes.

DISCUSSION: WARD BOUNDARIES: President Banks recognized Council Member Hartley who expressed concerns regarding redistricting. President Banks requested the Chairperson of the Rules Committee and City legal prepare to have a discussion on the statutory responsibilities of the City Council.

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JANUARY 3, 2024 10:00 A.M.

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Thereafter, President Banks called for a vote of said item:

Yeas – Banks, Foote, Hartley, Lee and Lindsay.
Nays – None.
Abstention – Stokes.
Absent – Grizzell.

ORDER AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401.

WHEREAS, the governing authorities for the City of Jackson authorized a professional services agreement with Canizaro Cawthon Davis, a professional association (hereinafter "CCD") on July 12, 2016, for architectural services related to the construction of a new Fire Station 20 Building, City Project No. 15B7003.401, which was executed on December 19, 2016 in the amount of \$183,182.00; and

WHEREAS, the professional services agreement was amended, as Amendment No. 1, on January 14, 2020 with an expiration date of January 1, 2022 with an additional agreement amount of \$39,946.00; and

WHEREAS, the City accepted the bid of Castle Black Construction in the amount of \$3,080,000.00 and entered into a contract in that amount with the construction substantial completion date of October 24, 2022; and

WHEREAS, Amendment No. 2 to the Contract with CCD revised the construction fee consistent with the bid, setting the basic fee at \$224,840.00 and increasing the allowable reimbursable expenses by \$2,000.00 to a total allowable amount of \$8,000.00; and

WHEREAS, Castle Black Construction failed to substantially complete construction of the project pursuant to the terms of the contract and filed for Chapter 11 Bankruptcy; and

WHEREAS, Amendment No. 3, approved on February 28, 2023, provided additional architectural and engineering services necessary for the construction project, due to the failure of Castle Black to substantially complete the project within the contract time, at an additional cost of \$9,800.00 and an amended contract term through June 30, 2023; and

WHEREAS, due to Castle Black Construction's failure to complete the project as of June 30, 2023, pursuant to Amendment No. 4, approved on July 18, 2023, CCD agreed to provide additional architectural and engineering services necessary for the construction project for a contract addition of \$5,000.00 with the agreement expiring September 30, 2023; and

WHEREAS, pursuant to Amendment No. 5 approved on October 10, 2023, CCD agreed to provide additional architectural and engineering services necessary for the construction project for a contract addition of \$5,000.00 with the agreement expiring December 30, 2023; and

WHEREAS, the building contractor has continued to exceed his contracted Substantial Completion date of October 24, 2022, which has resulted in the need for continued additional construction administration services from CCD, but since the firing of the construction superintendent the building contractor is again making significant progress toward substantial completion, which is now anticipated to occur in January 2024 and will allow the Fire Department to occupy the new fire station; and

WHEREAS, in order to provide the additional construction administration services necessary to complete the project, CCD has proposed Amendment No. 6, which will provide additional architectural and engineering services and allowances totaling \$10,000.00 to complete the project; and

Amendment
No. 6

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JANUARY 3, 2024 10:00 A.M.

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WHEREAS, Amendment No.6 to the Agreement with CCD for Architectural Engineering Services is necessary to complete the construction of the new Fire Station 20 building and will increase the contract total to an amount not to exceed \$267,865.00; and

WHEREAS, the Fire Department and Department of Public Works recommends that the City accept the proposed Amendment No. 6 and also modify the completion date of the Agreement with CCD to June 30, 2024 to coincide with the projected final completion of construction.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Amendment No.6 to the professional services agreement with Canizaro Cawthon Davis, a professional association for additional architectural and engineering services for the new Fire Station 20, City Project No. 15B7003.401, increasing the total contract amount by \$10,000.00, resulting in a not to exceed amount of \$267,865.00, to be completed on or before June 30, 2024.

Council Member Lindsay moved adoption; Council Member Hartley seconded.

President Banks recognized Robert Lee, City Engineer, who provided a brief overview of said item.

Thereafter, President Banks called for a vote of said item:

Yeas – Banks, Foote, Hartley, Lee and Lindsay.
Nays – None.
Abstention – Stokes.
Absent – Grizzell.

President Banks requested that Agenda Item No. 35 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER TO OVERRIDE THE DECEMBER 20, 2023 MAYOR'S VETO ON THE "ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI RESTRICTING THE USE OF TAKE HOME CITY VEHICLES EXCEPT THOSE DEEMED ESSENTIAL ACCORDING TO THIS ORDINANCE IN ADDITION, RESTRICTING THE USE OF TAKE HOME CITY VEHICLES OUTSIDE OF THE CITY LIMITS OF JACKSON WITH NO EXCEPTIONS AND THE TRANSFER OF ANY VEHICLE FROM ANY DEPARTMENT TO ANOTHER, WITHOUT CITY COUNCIL APPROVAL" ON THE NOVEMBER 7, 2023 CITY COUNCIL MEETING MINUTES.

WHEREAS, the City Council passed Agenda Item No. 10 during its November 7, 2023 Regular City Council meeting, the adoption of the Jackson Code of Ordinances restricting the use of take-home city vehicles except those deemed essential according to this ordinance in addition, restricting the use of take-home city vehicles outside of the City limits of Jackson with no exceptions and the transfer of any vehicle from any department to another, without City Council approval; and

WHEREAS, the City Council of Jackson, Mississippi deemed it necessary to comply with Mississippi Code Annotated, § 21-8-9 which states, the legislative power of the municipality shall be exercised by the municipal council; and

WHEREAS, said Ordinance was passed by the City Council with seven (7) in favor, zero (0) opposing; and

WHEREAS, said Order was vetoed by Mayor Chokwe A. Lumumba on December 20, 2023; and

WHEREAS, Aaron Banks, President of the Jackson City Council, pursuant to 21-8-18(2) of the Mississippi Code Annotated of 1972, in response to the Honorable Chokwe A. Lumumba's veto, places this Order of reconsideration of vetoed Order before the City Council.

 **AIA**® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: (name and address)
Fire Station #20
Jackson, Mississippi
CCD Project No. 16004
City of Jackson Project No.
15B7003.401

AGREEMENT INFORMATION:
Date: August 1, 2016

AMENDMENT INFORMATION:
Amendment Number: 007
Date: June 30, 2024

OWNER: (name and address)
City of Jackson
P.O. Box 17
Jackson, Mississippi 39205

ARCHITECT: (name and address)
CANIZARO CAWTHON DAVIS
129 S. President Street
Jackson, MS 39201-3605

The Owner and Architect amend the Agreement as follows:

Continue with contracted Basic Services and Additional Services because the Contractor, Castle Black Inc., has failed to complete the project in accordance with his project schedule.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

AIA Document B101 - 2007 Exhibit A. Add the following paragraph:

A.1.3.3 Add \$10,000.00 to the Contract Amount for Additional Services from July 1, 2024 through June 30, 2025 as per the hourly rates established in "Exhibit E" of the Professional Services Agreement.

Schedule Adjustment:

AIA Document B101-2007: Modify Paragraph 4.3.4 of the Agreement as follows:

4.3.4 If the services covered by this Agreement have not been completed by June 30, 2025, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services

SIGNATURES:

CANIZARO CAWTHON DAVIS
ARCHITECT (Firm name)

City of Jackson



OWNER (Firm name)

SIGNATURE

SIGNATURE

T. Steven Davis, AIA, President
PRINTED NAME AND TITLE

Chokwe A. Lumumba, Mayor
PRINTED NAME AND TITLE

DATE

DATE

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROGRAM MANAGEMENT AGREEMENT WITH AL-TURK PLANNING & DEVELOPMENT, LLC TO PROVIDE PROJECT OVERSIGHT, VARIOUS OTHER SERVICES, AND GENERAL ENGINEERING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, ENGINEERING DIVISION

WHEREAS, the City of Jackson selected Al-Turk Planning & Development, LLC to provide project oversight, various other services, and general engineering services for the Department of Public Works, Engineering Division, in the absence of a City Engineer and licensed professional engineers; and

WHEREAS, Al-Turk Planning & Development, LLC will provide the following program management and engineering services:

1. Confirmation of Owner's Program goals and objectives
2. Development of Program master plan
 - Expected scope of program activities
 - Identification of key participants (Program Manager personnel, consultants, Owner personnel, contractors)
3. Collection and review of baseline information as follows:
 - All engineering design contracts and all construction contracts
 - City Standard Specifications and City Standard Construction Contract Forms
 - Previous reports presented to the Special Sales Tax Commission
 - Last 12 months minutes of Special Sales Tax Commission meetings
 - Last 12 months minutes of CCID advisory board meetings
 - List of current and planned Special Tax Commission Funding projects with related description, schedule and budget, and available Special Tax Commission plans
 - CCID Capital Projects Plans
 - Any available lists of projects or plans of all drainage, road improvement, street resurfacing, bridge, and traffic signal improvement current and proposed projects with project description, schedule and budget
 - Listing of identified roadway and drainage projects under the \$30 million bond program with related project description, budget and schedule
 - Provide the last 4 quarters JXN Water Quarterly Financial Report

Agenda Item # 32
July 30, 2024
(Wright, Lumumba)

- Drinking Water Act Complaint, Interim Stipulated Order from the Drinking Water Act case, and any subsequent orders, and the Clean Water Act Stipulated Order entered in the Clean Water Act Consent Decree case.
- Provide the revenue sources and annual amounts they contribute to the operation of PWD and its divisions for the past three years. This will include the general fund commitments, the one percent sales tax infrastructure revenue, and the internet sales tax revenue. Any other sources of revenue not included above that are or can be used to fund the PWD should also be identified and provided.
- A description of other funding streams available to the PWD department for their operating budget and capital improvement projects. This includes state and federal grants and loans. These descriptions need to include the total originally available, the amount spent against the funds, and the remaining funds available.
- Provide the last three years of the City's PWD and associated Divisions' operations and maintenance budgets with budgeted versus actual expenditure for the line items traditionally included. Also include the proposed next year operating budget.
- Current and proposed road resurfacing budget and available funds for this program
- Budget breakdown of the IMT bond funds and eligible funds under the Bond Program
- Other items, identified by Program Manager during the contract period that is needed for the Program Manager to Perform the contracted services

4. Representation of City

Attend and participate in meetings of the Capitol Complex Improvement District (CCID) Advisory Board

Attend meetings of the Special Sales Tax Commission

- Prepare, with assistance from City Chief Administrative Officer and staff, the City's monthly presentation to the Special Sales Tax Commission
- Present the City's monthly presentation and respond to questions from commissioners regarding the presentation
- Respond to general questions from the Commission
- Meet with Commissioners informally as needed

5. Review new engineering contracts

- Review proposed scopes of work for design projects to ensure that all necessary work is included
- Review the proposed compensation of engineer
- Review level of minority subconsultant participation where subconsultant participation is feasible

6. Assist with capital project planning

Assist in identifying and prioritizing resurfacing and road reconstruction projects

- In the event of a call for projects by the MPO, assist in identifying projects and applying for funding
- Assist in identifying projects that could be funded using the Special Sales Tax funds and obtaining project funding from the Commission

Assist in identifying and prioritizing signal projects and possible sources of funding

Assist in identifying and prioritizing bridge projects

- Coordinate with the County Engineer on bridge inspections
- Assist in pursuing Hinds County LSABP Funding for eligible project
- Assist in identifying State Aid Funding for bridge projects
- Assist in obtaining Special Sales Tax Funding for bridge projects

Assist in identifying and prioritizing drainage projects (Excluding IMT Bond Projects)

- Coordinate with the Hinds County Watersheds Plans being conducted by Waggoner Engineering
- Assist in obtaining funding for drainage projects in the City of Jackson through available federal funding

7. Engineering Design Contract Management

For all design contracts

- Review progress
- Review invoices
- Review plans
- Generally, participate in management of design process, including participation in desk reviews and field reviews with outside agencies

- Approve final plans ready for construction

Supervise contract with IMS Engineering for design of projects to be paid using IMT Bond funds, including coordinate of drainage projects with federal funding available

8. Coordinate with Design Engineer during construction phase of project to respond to any issues that may arise and provide recommendations to the City
9. Review Change Order Requests from contractors
10. Monitor Design Engineer's closeout of FHWA and MDOT projects to ensure all steps are completed timely
11. Subdivision Plat review and stamping of plat as City Engineer
12. Respond to queries from the Infrastructure Management Division for engineering assistance with respect to repairs and proposed in-house work
13. Provide engineering oversight of emergency repair projects
14. Provide opinions to Site Plan Review Committee for proposed construction, where requested
15. Attend meetings, including City Council meetings and meetings with outside agencies and entities, as requested
16. Communicate with JXN Water as needed to address coordination of projects
17. Assist in the review of Quarterly Financial Reports required from the Interim Third-Party Manager under the Safe Drinking Water Act complaint and the Interim Stipulated Order and the Clean Water Act Consent Decree Stipulated Order
18. Coordination with the City Office of Communications by providing information to the Office for distribution to the public (Program Manager is not expected to perform public relations and communications functions on behalf of the City);

and

WHEREAS, Al-Turk Planning & Development, LLC proposes to provide these program management services and engineering services to the City for a lump sum amount not to exceed \$700,000.00 to be paid in twelve (12) equal monthly installments; and

WHEREAS, Al-Turk Planning & Development, LLC will also provide the following services as additional services to be performed upon the issuance of a lump sum task order by the Department of Public Works:

1. Assistance with projects that primarily involve architectural design professionals

2. Assistance with projects or issues that primarily involve mechanical engineering design professionals
3. Assistance with projects or issues that primarily involve structural engineering design professionals
4. Technical review of any priority projects identified in the Drinking Water Act Complaint Interim Stipulated Order and any subsequent orders, or the Clean Water Act Stipulated Order entered in the Clean Water Act Consent Decree case.
5. Provide other engineering services or services related to engineering services, including, but not limited to, specialized testing, environmental review, environmental assessment, and construction inspection and engineering, as agreed to between the Owner and the Program Manager
6. Update City of Jackson Standard Specifications and Standard Construction Contract Forms
7. Perform Smart Assessment and Prioritization of Roadway Assets utilizing Road Triage system (An innovative Artificial Intelligence driven roadway assessment tool that provides accurate, cost effective, and user-friendly road condition data)
8. Efficiency & Effectiveness (E&E) evaluation of the city's Public Works Department operations to identify challenges, and recommend improvements to its operations to increase the performance of the PWD quickly and significantly including, but not limited to, staffing efficiency and shortages, processes, procedures, prioritization, etc.
9. When appropriate and needed, assist city in recruiting and selecting City Engineer and Public Works Director

WHEREAS, the not to exceed amount for any additional services is \$52,000.00, unless increased by amendment approved by the governing authorities; and

WHEREAS, Al-Turk Planning & Development, LLC agrees to provide the following insurance coverage for the services performed under this Agreement:

- | | |
|---|-------------|
| 1. Workers' Compensation: | Statutory |
| 2. Employer's Liability -- | |
| a) Bodily injury, each accident: | \$1,000,000 |
| b) Bodily injury by disease, each employee: | \$1,000,000 |
| c) Bodily injury/disease, aggregate: | \$1,000,000 |

3. General Liability --

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

4. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000;

and

WHEREAS, the term of this agreement is proposed to be twelve months from the effective date unless extended for an additional period of time upon the mutual agreement of the parties; and

WHEREAS, the Department of Public Works recommends the Agreement with Al-Turk Planning & Development, LLC.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a Program Management Agreement with Al-Turk Planning & Development, LLC, using the Engineering Joint Contract Documents Committee E-582 Form, Agreement between Owner and Program Manager and applicable form exhibits, to provide project oversight, various other services, and general engineering services for an amount not to exceed \$700,000.00 for basic services to be paid in twelve (12) equal, monthly installments and for a not to exceed amount of \$52,000.00 for additional services that will be paid as one or more lump sum task orders issued by the Department of Public Works.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

July 24, 2024
DATE

P O I N T S		C O M M E N T S
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROGRAM MANAGEMENT AGREEMENT WITH AL-TURK PLANNING & DEVELOPMENT, LLC TO PROVIDE PROJECT OVERSIGHT, VARIOUS OTHER SERVICES, AND GENERAL ENGINEERING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, ENGINEERING DIVISION
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6, 7
3.	Who will be affected	The Department of Public Works, Engineering Division and residents
4.	Benefits	Will provide necessary oversight of engineering projects, assistance in capital planning, and general engineering services
5.	Schedule (beginning date)	After City Council approval, execution of contract, and notice to proceed
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	City-Wide
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Public Works, CAO, and Mayor
8.	COST	Not to exceed \$700,000 for 12 months for basic services Not to exceed \$52,000 for additional services by lump sum task order
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Various sources
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Hon. Chokwe Antar Lumumba, Mayor

From: Louis Wright
Chief Administrative Officer

Date: July 24, 2024

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a Program Management Agreement with Al-Turk Planning & Development, LLC to provide project oversight, and various other services, including general engineering services.

As you are aware, the Department of Public Works has been without a City Engineer for several months, does not have any licensed professional engineers, and no director. This Program Management Agreement will fill the gap from the absence of a City Engineer and licensed professional engineers. It also allows for additional services that would assist in improving the efficiency of the Engineering Division and assist in the recruitment of staff, once that becomes feasible.

If you have any questions or comments, please do not hesitate to call me.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROGRAM MANAGEMENT AGREEMENT WITH AL-TURK PLANNING & DEVELOPMENT, LLC TO PROVIDE PROJECT OVERSIGHT, VARIOUS OTHER SERVICES, AND GENERAL ENGINEERING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, ENGINEERING DIVISION is legally sufficient for placement in NOVUS Agenda.



DREW MARTIN, *CITY ATTORNEY*



DATE

Sondra Moncure, *Special Assistant*

Terry Williamson, *Legal Counsel*

**AGREEMENT
BETWEEN OWNER AND PROGRAM MANAGER**

DRAFT

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THIS IS AN AGREEMENT effective as of _____ "Effective Date" between
the City of Jackson, Mississippi, a Municipal Corporation _____ ("Owner") and
_____ ("Program Manager").

Owner is in need of general engineering services that would be provided by its City Engineer and Department of Public Works, Engineering Division and desires to initiate a contractual services program to provide those services ("Program"). Owner hereby engages Program Manager to assist Owner with the management and carrying out of the Program as set forth in this Agreement. This Agreement sets forth the general terms and conditions that shall govern the relationships and performance of Owner and Program Manager with respect to the Program.

Owner and Program Manager agree as follows:

ARTICLE 1 – SERVICES OF PROGRAM MANAGER

1.01 *Scope*

- A. The Basic Services to be provided by Program Manager include those services set forth in Exhibit A, "Program Manager's Services."
- B. If Owner authorizes Program Manager to do so, then Program Manager shall provide specific additional services within the scope set forth in Exhibit A, paragraph A.1.02. Owner's authorization of any such Additional Services shall be given in a Task Order, which shall include the tasks to be performed and the deliverables to be provided. A sample Task Order form is included for reference as Appendix 1 to Exhibit A.
- C. If Owner and Program Manager mutually agree, Program Manager shall provide other further services related to the Program. Any such mutual agreement shall be set forth in a written amendment to this Agreement, which shall specify the scope of services to be provided, the compensation to be paid, the time for performance, and any other terms applicable.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall:
 - 1. Pay Program Manager as set forth in Exhibit C.
 - 2. As identified and requested by the Program Manager, provide Program Manager with all criteria and full information as to Owner's requirements for the Program; furnish copies of all design and construction standards which Owner will require to be met; and furnish copies of any standard contract forms, conditions, and related documents applicable to the Program. Specifically, Owner will use best efforts to provide Program Manager with the documents identified in Exhibit A, A.1.01.3 within one week of the effective date of the Agreement.

3. As identified and requested by the Program Manager, furnish to Program Manager any other relevant information in Owner's possession, including studies, surveys, maps, drawings, photographs, test results, reports, and data relative to previous designs or investigations at or adjacent to all Sites.
4. Arrange for safe access to and make all provisions for Program Manager to enter upon public and private property as required for Program Manager to perform services.
5. Provide reasonable assistance to Program Manager in securing the release of documents and information held by private entities and by public agencies and like bodies as needed in the course of the Program.
6. Review all proposals, alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Program Manager (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
7. Advise Program Manager of the identity and scope of services of any independent consultants, designers, contractors, or construction managers employed by Owner to perform or furnish services in regard to the Program or a Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review, and define and set forth the duties, responsibilities, and limitations of authority of such other parties and the relation thereof to the duties, responsibilities, and authority of Program Manager.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Program Manager shall begin rendering services as of the Effective Date of the Agreement.

3.02 *Time for Completion*

- A. The general schedule of Owner's Program is as set forth in Exhibit A. Program Manager shall submit to Owner, for its approval, a schedule stating the times for performing services or providing deliverables. If no time is so stated for a particular task, or set forth in a Task Order, then Program Manager will perform services and provide deliverables within a reasonable time.
- B. If, through no fault of Program Manager, such periods of time or dates are changed, or the orderly and continuous progress of Program Manager's services is impaired, or Program Manager's services are delayed or suspended, then the time for completion of Program Manager's services, and the rates and amounts of Program Manager's compensation, shall be adjusted equitably.

- C. If Owner authorizes changes in the scope, extent, or character of the Program, then the time for completion of Program Manager's services, and the rates and amounts of Program Manager'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 Program Manager's performance of its services.
- E. If Program Manager fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices.* Program Manager shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Program Manager shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt and consistent with Section 31-7-305 of the Mississippi Code of 1972, as amended.

4.02 *Payments*

- A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Program Manager and then to principal.
- B. *Failure to Pay.* If Owner fails to make any payment due Program Manager for services and expenses within 45 days after receipt of Program Manager's invoice, then:
 - 1. amounts due Program Manager will be increased at the rate of 1.5% per month from said forty-fifth day; and
 - 2. Program Manager may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Program Manager for any such suspension.
- C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Program Manager's services or compensation under this Agreement, then the Program Manager may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Program Manager is entitled under the terms of Exhibit C.

ARTICLE 5 – GENERAL CONSIDERATIONS

5.01 *Standards of Performance*

- A. The standard of care for all professional services performed or furnished by Program Manager under this Agreement will be the care and skill ordinarily used by members of the subject profession providing similar services under similar circumstances. Program Manager and the Program Subcontractors shall comply with applicable professional licensing requirements. Program Manager makes no warranties, express or implied, under this Agreement or otherwise, in connection with Program Manager's services.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Program Manager's services. Program Manager shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Program Manager may employ such Program Subcontractors as Program Manager deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner. Program Manager shall be responsible to Owner for the acts and omissions of any such Program Subcontractors in performing or furnishing services under this Agreement.
- D. Program Manager and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards. This Agreement is based on such requirements as of the Agreement's Effective Date. Changes to these requirements after the Effective Date may be the basis for modifications to Owner's responsibilities or to Program Manager's scope of services, times of performance, and compensation.
- E. Owner shall be responsible for, and Program Manager may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Program Manager pursuant to this Agreement. Program Manager may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. If Program Manager provides services during the construction phase of a Specific Project, Program Manager shall not supervise, direct, or have control over a Contractor's work, nor shall Program Manager have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by a Contractor, for safety or security at the Site, for safety precautions and programs incident to a Contractor's work in progress, or for any failure of a Contractor to comply with Laws and Regulations applicable to a Contractor's furnishing and performing the work.
- G. Program Manager neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the Contract Documents.
- H. Program Manager shall not be responsible for the acts or omissions of any Contractor, or of any of a Contractor's subcontractors, suppliers, agents, or employees or any other persons at a Site (except Program Manager's own employees and the Program Subcontractors) or

otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner to a Contractor without consultation and advice of Program Manager.

5.02 *Authorized Project Representatives*

- A. Program Manager and Owner shall designate in writing specific individuals to act as Program Manager's and Owner's representatives with respect to the various services to be performed or furnished by Program Manager and the responsibilities of Owner. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to specified services on behalf of each respective party.

5.03 *Design without Construction Phase Services*

- A. If neither Program Manager's Basic Services nor any Additional Services authorized by Owner includes project observation, or review of a Contractor's performance, or any other construction phase services, then Owner assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the Program Manager that may be connected in any way thereto.

5.04 *Use of Documents*

- A. Owner acknowledges the Program Manager's documents as instruments of services in respect to this Program. If any plans and specifications are prepared under this Agreement, they shall become the property of the Owner upon completion of the work and payment in full of all monies due to the Program Manager under this Agreement. The Owner shall not reuse or make any modification to the plans and specifications without the prior written notification to the Program Manager. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Program Manager or one of its Program Subcontractors.
- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents

resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Program or a Specific Project by Owner. Program Manager grants Owner a license to use the Documents for the specific purpose or on the Specific Project for which the Documents are intended, extensions of the Specific Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use, on the Specific Project or otherwise, unless completed by Program Manager, or for use or reuse by Owner or others on extensions of the Specific Project or on any other project without written verification or adaptation by Program Manager; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Program Manager, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Program Manager or to Program Subcontractors; (3) Owner shall indemnify and hold harmless Program Manager and the Program Manager Subcontractors from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Program Manager; (4) such limited license to Owner shall not create any rights in third parties.
- F. If Program Manager at Owner's request verifies or adapts the Documents for extensions of a Specific Project or for any other project, then Owner shall compensate Program Manager at rates or in an amount to be agreed upon by Owner and Program Manager.

5.05 *Insurance*

- A. Program Manager shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall be listed as an additional insured on any general liability or property insurance policies under Exhibit G.
- B. Program Manager shall deliver to Owner certificates of insurance verifying the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Program Manager's services and at renewals thereafter during the life of this Agreement.
- C. At any time, Owner may request that Program Manager or its Program Subcontractors, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Program Manager shall obtain and shall require the Program Subcontractors to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be amended to incorporate these requirements.

5.06 *Suspension and Termination*

A. *Suspension.*

1. By Owner: Owner may suspend the Program or a Specific Project upon seven days written notice to Program Manager.
2. By Program Manager: If Program Manager's services are substantially delayed through no fault of Program Manager, Program Manager may, after giving seven days written notice to Owner, suspend services under this Agreement.

B. *Termination.* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Program Manager:
 - (a) upon seven days written notice if Owner demands that Program Manager furnish or perform services contrary to Program Manager's responsibilities as a licensed professional; or
 - (b) upon seven days written notice if the Program Manager's services for the Program are delayed or suspended for more than 90 days for reasons beyond Program Manager's control.
 - (c) Program Manager shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 5.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner only, effective upon Program Manager's receipt of notice from Owner.

C. *Effective Date of Termination.* The terminating party under paragraph 5.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Program Manager to demobilize personnel and equipment from all Sites, to complete tasks

whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Program and Specific Project materials in orderly files.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 5.06, Program Manager will be entitled to invoice Owner and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. 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 5.04.E.

5.07 *Controlling Law*

- A. This Agreement is to be governed by the law of the State of Mississippi.

5.08 *Successors, Assigns, and Beneficiaries*

- A. Except to the extent of the prohibition in Mississippi law of binding successors in elected office, Owner and Program Manager each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Program Manager (and to the extent permitted by paragraph 5.08.B the assigns of Owner and Program Manager) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Program Manager may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Program Manager to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Program Manager and not for the benefit of any other party. The Owner agrees that the substance of the provisions of this paragraph 5.08.C shall appear in any Contract Documents prepared for any Specific Project under this Agreement.

5.09 *Dispute Resolution*

- A. Owner and Program Manager agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.

- B. If the parties fail to resolve a dispute through negotiation under paragraph 5.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

5.10 *Environmental Condition of Site*

- A. Owner acknowledges that Program Manager is performing professional services for Owner and that Program Manager 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 adjacent to any Site in connection with Program Manager’s activities under this Agreement.

5.11 *Indemnification*

- A. *Indemnification by Program Manager.* To the fullest extent permitted by law, Program Manager shall indemnify and hold harmless Owner, and Owner’s officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Program, provided that any such claim, cost, loss, or damage 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 Program Manager or Program Manager’s officers, directors, partners, employees, or Program Subcontractors.
- B. *Indemnification by Owner.* Only to the extent permitted by Mississippi law, Owner shall indemnify and hold harmless Program Manager, Program Manager’s officers, directors, partners, agents, employees, and Program Subcontractors from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Program, provided that any such claim, cost, loss, or damage 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 Owner or Owner’s officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Program.
- C. *Environmental Indemnification.* In addition to the indemnity provided under paragraph 5.11.B of this Agreement, and only to the extent permitted by Mississippi law, Owner shall indemnify and hold harmless Program Manager and its officers, directors, partners, agents, employees, and Program Subcontractors from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, or damage 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, and (2) nothing in this

paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Program Manager, and all other negligent entities and individuals.

5.12 *Miscellaneous Provisions*

- A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Program Manager, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement and relating to a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion of the Specific Project under which the claim arises.
- F. *Federal Funding.* In the event any federal grants or funding may become available, the Program Manager agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.
- G. *Conflicts of Interest and Confidential Information.*
1. Program Manager acknowledges that he and his employees will comply with the most recently adopted edition of the Standards of Professional Conduct of the American Society of Civil Engineers. In addition to adhering to the Standards of Professional Conduct, Program Manager agrees to the following terms in the conduct of its business relationship with Owner:

- a. Program Manager shall not undertake to provide engineering services to a client other than Owner if the relationship with the other client will be directly adverse to the interests of Owner, unless Program Manager first consults with and receives the written authorization of Owner.
 - b. Program Manager shall not share or otherwise make use of any information relating to the engineering services provided to Owner or any information obtained through its relationship with Owner without the first obtaining the authorization of Owner. It is the intention of the Owner that this obligation is ongoing and continues in effect following completion of the project.
2. In the event that Program Manager fails in any of its obligations under subsection A., Owner may take one or more of the following actions to protect its interests:
- a. Suspend the performance of the agreement until Program Manager provides assurances that it intends to adhere to the said Standards of Professional Conduct;
 - b. Terminate this Agreement upon giving three days written notice of Program Manager's failure to adhere to the terms of subsection A.;
 - c. Debar Program Manager from future work for Owner for a period of not less than 6 months. Program Manager shall not circumvent debarment by performing such future work as a sub-consultant for another Owner.
 - d. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.
3. Program Manager shall include in every subcontract identical language to this subdivisions I, K, and K and Program Manager shall be responsible enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Program Manager to the remedies available to Owner for Program Manager's failure to adhere to the requirements of this Section.

5.13 *Survival*

- A. All express representations, indemnifications, limitations of liability, and other obligations included in this Agreement will survive its completion or termination for any reason.

5.14 *Severability*

- A. Any provision or part of this 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 Program Manager, who agree that this 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.

5.15 *Waiver*

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.16 *Headings*

- A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 6 – DEFINITIONS

6.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) and printed with initial capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:
1. *Additional Services* – Services which are not included in Basic Services to be performed for or furnished to Owner by Program Manager.
 2. *Agreement* – This “Model Form of Agreement between Owner and Program Manager,” including those Exhibits listed in Article 7.
 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 4. *Basic Services* – Specified services to be performed for or furnished to Owner by Program Manager in accordance with this Agreement.
 5. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 6. *Construction Contract* – The entire and integrated written agreement between Owner and a Contractor concerning a Specific Project under the Program.
 7. *Contract Documents* – Documents that establish the rights and obligations of Owner and Contractor under a Construction Contract for a Specific Project and include the

construction agreement between Owner and Contractor, addenda (which pertain to the Contract Documents), a contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the construction agreement, the notice to proceed, the bonds, appropriate certifications, the general conditions, the supplementary conditions, the specifications and the drawings as the same are more specifically identified in the construction agreement, together with all written amendments, change orders, work change directives, field orders, and Program Manager's written interpretations and clarifications issued on or after the effective date of the construction agreement. Approved shop drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

8. *Contractor* – An individual or entity with whom Owner enters into a Construction Contract for a Specific Project.
9. *Documents* – Data, reports, drawings, specifications, record drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Program Manager to Owner pursuant to this Agreement.
10. *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.
11. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
12. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
13. *PCBs* – Polychlorinated biphenyls.
14. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at 32 degrees Fahrenheit and 14.7 pounds per square inch absolute, such as fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
15. *Program Subcontractors* – Individuals or entities having a contract with Program Manager to furnish services, materials, or equipment with respect to the Program or a Specific Project as Program Manager's independent professional associates, consultants, subcontractors, suppliers, or vendors.
16. *Radioactive Materials* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

17. *Reimbursable Expenses* – The expenses incurred directly by Program Manager in connection with the performing or furnishing of Basic and Additional Services for the Specific Project.
18. *Site* – Lands or areas subject to investigation, use, improvement, or development under the Program; including but not limited to specific locations at which construction is to occur; and including any lands indicated in any Contract Documents for a Specific Project as being furnished by Owner upon which construction is to be performed; rights-of-way and easements for access to construction locations; and such other lands or facilities furnished by Owner which are designated for the use of Program Manager or a Contractor.
19. *Specific Project* – A construction project carried out under the Program.
20. *Task Order* – A document issued by Owner, including amendments if any, stating the scope of services, times for performance of services, and other relevant information for specified Additional Services to be provided by Program Manager.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

7.01 Exhibits

Included? (Yes or No)	Exhibit Letter	Exhibit Title	No. of Pages
	A	Program Manager's Services	
	Appendix 1 to Exhibit A	Task Order	
	B	[Reserved]	
	C	Payments to Program Manager for Services and Reimbursable Expenses (Example)	
	D	[Reserved]	
	E	[Reserved]	
	F	[Reserved]	
	G	Insurance	
	H	[Omitted]	
	I	[Reserved]	
	J	Special Provisions	
	K	Amendment to Owner and Program Manager	

7.02 Total Agreement

- A. This Agreement (consisting of pages 1 to __ inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Program Manager

and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

The Effective Date of this Agreement is _____ , _____

Owner: _____

Program Manager: _____

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Professional License or Firm's Certificate No.
(if required by state law):

State of: _____

Address for giving notices:

Address for giving notices:

Designated Representative, Contractual Matters:

Designated Representative, Contractual Matters:

Title: _____

Title: _____

Phone Number: _____

Phone Number: _____

Facsimile Number: _____

Facsimile Number: _____

E-Mail Address: _____

E-Mail Address: _____

Designated Representative, Technical Matters:

Designated Representative, Technical Matters

Title: _____

Title: _____

Phone Number: _____

Phone Number: _____

Facsimile Number: _____

Facsimile Number: _____

E-Mail Address: _____

E-Mail Address: _____

This is **EXHIBIT A**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Program Manager** dated _____,

Program Manager's Services

A.1.01 *Program Manager's Basic Services*

Services to be provided by Program Manager as Basic Services shall include the following:

1. Confirmation of Owner's Program goals and objectives
2. Development of Program master plan
 - Expected scope of program activities
 - Identification of key participants (Program Manager personnel, consultants, Owner personnel, contractors)
3. Collection and review of baseline information as follows:
 - All engineering design contracts and all construction contracts
 - City Standard Specifications and City Standard Construction Contract Forms
 - Previous reports presented to the Special Sales Tax Commission
 - Last 12 months minutes of Special Sales Tax Commission meetings
 - Last 12 months minutes of CCID advisory board meetings
 - List of current and planned Special Tax Commission Funding projects with related description, schedule and budget, and available Special Tax Commission plans
 - CCID Capital Projects Plans
 - Any available lists of projects or plans of all drainage, road improvement, street resurfacing, bridge, and traffic signal improvement current and proposed projects with project description, schedule and budget
 - Listing of identified roadway and drainage projects under the \$30 million bond program with related project description, budget and schedule
 - Provide the last 4 quarters JXN Water Quarterly Financial Report

- Drinking Water Act Complaint, Interim Stipulated Order from the Drinking Water Act case, and any subsequent orders, and the Clean Water Act Stipulated Order entered in the Clean Water Act Consent Decree case.
 - Provide the revenue sources and annual amounts they contribute to the operation of PWD and its divisions for the past three years. This will include the general fund commitments, the one percent sales tax infrastructure revenue, and the internet sales tax revenue. Any other sources of revenue not included above that are or can be used to fund the PWD should also be identified and provided.
 - A description of other funding streams available to the PWD department for their operating budget and capital improvement projects. This includes state and federal grants and loans. These descriptions need to include the total originally available, the amount spent against the funds, and the remaining funds available.
 - Provide the last three years of the City's PWD and associated Divisions' operations and maintenance budgets with budgeted versus actual expenditure for the line items traditionally included. Also include the proposed next year operating budget.
 - Current and proposed road resurfacing budget and available funds for this program
 - Budget breakdown of the IMT bond funds and eligible funds under the Bond Program
 - Other items, identified by Program Manager during the contract period that is needed for the Program Manager to Perform the contracted services
4. Representation of City
- Attend and participate in meetings of the Capitol Complex Improvement District (CCID) Advisory Board
 - Attend meetings of the Special Sales Tax Commission
 - (a) Prepare, with assistance from City Chief Administrative Officer and staff, the City's monthly presentation to the Special Sales Tax Commission
 - (b) Present the City's monthly presentation and respond to questions from commissioners regarding the presentation
 - (c) Respond to general questions from the Commission
 - (d) Meet with Commissioners informally as needed

5. Review new engineering contracts
 - Review proposed scopes of work for design projects to ensure that all necessary work is included
 - Review the proposed compensation of engineer
 - Review level of minority subconsultant participation where subconsultant participation is feasible
6. Assist with capital project planning
 - Assist in identifying and prioritizing resurfacing and road reconstruction projects
 - (a) In the event of a call for projects by the MPO, assist in identifying projects and applying for funding
 - (b) Assist in identifying projects that could be funded using the Special Sales Tax funds and obtaining project funding from the Commission
 - Assist in identifying and prioritizing signal projects and possible sources of funding
 - Assist in identifying and prioritizing bridge projects
 - (a) Coordinate with the County Engineer on bridge inspections
 - (b) Assist in pursuing Hinds County LSABP Funding for eligible project
 - (c) Assist in identifying State Aid Funding for bridge projects
 - (d) Assist in obtaining Special Sales Tax Funding for bridge projects
 - Assist in identifying and prioritizing drainage projects (Excluding IMT Bond Projects)
 - (a) Coordinate with the Hinds County Watersheds Plans being conducted by Waggoner Engineering
 - (b) Assist in obtaining funding for drainage projects in the City of Jackson through available federal funding
7. Engineering Design Contract Management
 - For all design contracts
 - (a) Review progress

- (b) Review invoices
 - (c) Review plans
 - (d) Generally, participate in management of design process, including participation in desk reviews and field reviews with outside agencies
 - (e) Approve final plans ready for construction
- Supervise contract with IMS Engineering for design of projects to be paid using IMT Bond funds, including coordinate of drainage projects with federal funding available
8. Coordinate with Design Engineer during construction phase of project to respond to any issues that may arise and provide recommendations to the City
 9. Review Change Order Requests from contractors
 10. Monitor Design Engineer's closeout of FHWA and MDOT projects to ensure all steps are completed timely
 11. Subdivision Plat review and stamping of plat as City Engineer
 12. Respond to queries from the Infrastructure Management Division for engineering assistance with respect to repairs and proposed in-house work
 13. Provide engineering oversight of emergency repair projects
 14. Provide opinions to Site Plan Review Committee for proposed construction, where requested
 15. Attend meetings, including City Council meetings and meetings with outside agencies and entities, as requested
 16. Communicate with JXN Water as needed to address coordination of projects
 17. Assist in the review of Quarterly Financial Reports required from the Interim Third-Party Manager under the Safe Drinking Water Act complaint and the Interim Stipulated Order and the Clean Water Act Consent Decree Stipulated Order
 18. Coordination with the City Office of Communications by providing information to the Office for distribution to the public (Program Manager is not expected to perform public relations and communications functions on behalf of the City)

A.1.02 Additional Services

Program Manager shall provide any or all of the following Additional Services if Owner issues a Task Order directing Program Manager to do so:

1. Assistance with projects that primarily involve architectural design professionals
2. Assistance with projects or issues that primarily involve mechanical engineering design professionals

3. Assistance with projects or issues that primarily involve structural engineering design professionals
4. Technical review of any priority projects identified in the Drinking Water Act Complaint Interim Stipulated Order and any subsequent orders, or the Clean Water Act Stipulated Order entered in the Clean Water Act Consent Decree case.
5. Provide other engineering services or services related to engineering services, including, but not limited to, specialized testing, environmental review, environmental assessment, and construction inspection and engineering, as agreed to between the Owner and the Program Manager
6. Update City of Jackson Standard Specifications and Standard Construction Contract Forms
7. Perform Smart Assessment and Prioritization of Roadway Assets utilizing Road Triage system (An innovative Artificial Intelligence driven roadway assessment tool that provides accurate, cost effective, and user-friendly road condition data)
8. Efficiency & Effectiveness (E&E) evaluation of the city's Public Works Department operations to identify challenges, and recommend improvements to its operations to increase the performance of the PWD quickly and significantly including, but not limited to, staffing efficiency and shortages, processes, procedures, prioritization, etc.
9. When appropriate and needed, assist city in recruiting and selecting City Engineer and Public Works Director

A.1.03 Time for Completion of Program Manager's Services

Program Manager will provide services over a twelve-month period beginning upon the date stated in a Notice to Proceed for the overall project. Engineer will provide the services throughout the period of this contract in a timely manner, consistent with any regulatory requirements.

At the conclusion of the Agreement, upon mutual agreement of the parties, this Agreement may be extended for an additional period of time determined by the parties.

SUGGESTED FORMAT
(for use as a Task Order)

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

Task Order

In accordance with paragraph 1.01 of the Model Form of Agreement Between Owner and Program Manager dated _____ ("Agreement"), Owner and Program Manager agree as follows:

1. Specific Project Data

- A. Title: _____
- B. Description: _____

2. Services of Program Manager

[Specify the services to be provided pursuant to this Task Order, by incorporating task descriptions from paragraph A.1.02, Exhibit A, or otherwise.]

3. Owner's Responsibilities

[Specify Owner's obligations with respect to the Task Order.]

4. Times for Rendering Task Order Services

<u>Phase</u>	<u>Completion Date</u>
_____	_____
_____	_____
_____	_____

5. Other Modifications to Agreement:

6. **Attachments:**

7. **Documents Incorporated by Reference:**

This document is part of the Agreement. Program Manager 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:

Signature

Date

Name

Title

This is **EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Program Manager** dated _____, _____.

Payments to Program Manager for Services

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

ARTICLE 1 – OWNER’S RESPONSIBILITIES

C.2.01 Compensation for Basic and Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Program Manager for Basic Services set forth in Exhibit A and for Additional Services authorized by Task Order, as follows:
1. The total compensation for services under paragraph C.2.01 is a lump sum amount of \$700,000.00 to be paid in twelve equal monthly installments.
 2. With respect to Additional Services, an amount equal to the cumulative hours charged to the Program by each class of Program Manager’s employees times Standard Hourly Rates for each applicable billing class for all services performed on the Program, plus Reimbursable Expenses and Program Subcontractors’ charges, if any, not to exceed \$52,000.00 without authorization by the governing authorities.
 3. Program Manager’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
 4. The total compensation for Program Manager’s services incorporates all labor, overhead, profit, Reimbursable Expenses and Program Subcontractors’ charges.
 5. The amounts billed for Program Manager’s services under paragraph C.2.01.A.2 will be based on an accepted estimate by Program Manager of the fee for the additional services in the task order, which will be issued in a lump sum amount that incorporates all labor, overhead, profit, Reimbursable Expenses and Program Subcontractors’ charges.
- B. To the extent necessary to verify Program Manager’s charges and upon Owner’s timely request, Program Manager shall make copies of such records available to Owner at cost.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Program Manager** dated _____, _____.
Insurance

Insurance

Paragraph 5.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G5.05 Insurance

A. The minimum limits of liability for the insurance required by paragraph 5.05.A and 5.05.B of the Agreement are as follows:

By Program Manager:

a. Workers' Compensation:
Statutory

b. Employer's Liability --

1) Each Accident:	\$100,000
2) Disease, Policy Limit:	\$100,000
3) Disease, Each Employee:	\$100,000

c. General Liability --

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

d. Automobile Liability --

1) Bodily Injury:	
a) Each Accident	\$1,000,000
2) Property Damage:	
a) Each Accident	\$1,000,000

[or]

- 1) Combined Single Limit
(Bodily Injury and Property Damage):
 - a) Each Accident \$2,000,000

B. Additional Insureds

The Owner shall be listed on Program Manager's general liability policy as provided in Paragraph 5.05.A.

33

RESOLUTION TO AUTHORIZE THE JACKSON MUNICIPAL AIRPORT AUTHORITY TO ACCEPT THE AIRPORT IMPROVEMENT PROGRAM GRANT OFFER, NO. 3-28-0037-071-2024, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND TO SEEK A RESOLUTION FROM THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AS CO-SPONSOR, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT.

WHEREAS, on or about July 8, 2024, the Jackson Municipal Airport Authority (“JMAA”) applied to the United States Department of Transportation, Federal Aviation Administration (“FAA”), for an AIRPORT IMPROVEMENT PROGRAM (“AIP”) GRANT under the auspices of airport improvement, specifically terminal heating, ventilation, and air conditioning system reconstruction and elevator and escalator replacement at Jackson-Medgar Wiley Evers International Airport (“Airport” or “JAN”); and

WHEREAS, on or about July 18, 2024, the FAA offered to JMAA Grant No. 3-28- 0037-071-2024 for ninety percent (90%) of allowable costs incurred to perform reconstruction of terminal heating, ventilation, and air conditioning system reconstruction and elevator and escalator replacement at JAN (the “Project”), in an amount not-to exceed Eight Hundred Ten Thousand Dollars (\$810,000.00); and

WHEREAS, AIP Grant No. 3-28-0037-071-2024 further provides for maintaining safe and efficient airport operations at the Airport and for any lawful purpose related to the Airport for which the AIP Grant funds may be used; and

WHEREAS, the Board of Commissioners (the “Board”) of the Jackson Municipal Airport Authority (“JMAA”) has considered the recommendation of Staff that the Board accept AIP Grant No. 3-28-0037-071-2024 to accomplish the Project; and

WHEREAS, the AIP Grant Offer is contingent upon JMAA and the City of Jackson, Mississippi (“City”), as Co-Sponsors of the Airport, authorizing their respective representatives to accept the AIP Grant Offer and execute the Grant Agreement, followed by execution by their respective attorneys of a “Certificate of Sponsor’s Attorney,” as required by the terms of the AIP Grant; and

WHEREAS, the Mayor, or his designee, and the City Attorney of the City must be authorized by the City Council of the City to execute the AIP Grant offer and agreement upon acceptance of the AIP Grant Offer by the City as a prerequisite for JMAA to receive the AIP Grant funds; and

WHEREAS, JMAA Staff requests Board authority to seek a resolution from the City Council of the City that provides that the City, as Co-Sponsor of the Airport: (i) accepts the AIP Grant in an amount not-to-exceed Eight Hundred Ten Thousand Dollars (\$810,000.00); (ii) authorizes the Mayor of the City to execute the AIP Grant Offer and Agreement; and (iii) authorizes the City Attorney of the City to sign a “Certificate of Sponsor’s Attorney” in accordance with the terms of the AIP Grant Offer and Agreement; and

NOW, IT IS THEREFORE RESOLVED that the Board accepts the AIP Grant to accomplish the Project for ninety percent (90%) of allowable Project costs, not-to-exceed Eight Hundred Ten Thousand Dollars (\$810,000.00) and

IT IS FURTHER RESOLVED that the AIP Grant funds be used for purposes directly related to the Airport, for which Grant funds may be lawfully used, and not for any purpose not related to the Airport and that funds allocated for the Project may not be used for other purposes; and

IT IS FURTHER RESOLVED that Rosa Beckett, the JMAA Chief Executive Officer, or her designee, is hereby authorized to execute the AIP Grant Offer and Agreement on behalf of JMAA; and

IT IS FURTHER RESOLVED that the JMAA General Counsel, Kimberly Carlisle, Esq., is authorized to execute the "Certificate of Sponsor's Attorney" on behalf of JMAA, after the JMAA Chief Executive Officer executes the AIP Grant Offer and Agreement; and

IT IS FURTHER RESOLVED that JMAA's Staff and its General Counsel are hereby authorized and directed to seek a resolution from the City Council of the City which provides that the City, as Co-Sponsor of the Airport: (i) accepts the AIP Grant in an amount not-to-exceed Eight Hundred Ten Thousand Dollars (\$810,000.00); (ii) authorizes the Mayor of the City, or his designee, to execute the AIP Grant Offer and Agreement; and (iii) authorizes the City Attorney of the City to sign a "Certificate of Sponsor's Attorney" as required by the AIP Grant Offer and Agreement; and

IT IS FURTHER RESOLVED that any and all prior acts performed by JMAA Staff to apply for the AIP Grant are hereby ratified, adopted, and approved by the JMAA Board.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This RESOLUTION TO AUTHORIZE THE JACKSON MUNICIPAL AIRPORT AUTHORITY TO ACCEPT THE AIRPORT IMPROVEMENT PROGRAM GRANT OFFER, NO. 3-28-0037-071-2024, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND TO SEEK A RESOLUTION FROM THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AS CO-SPONSOR, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT is legally sufficient for placement in NOVUS Agenda.



Drew M. Martin, *City Attorney*



Date

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RESOLUTION TO AUTHORIZE THE JACKSON MUNICIPAL AIRPORT AUTHORITY TO ACCEPT THE AIRPORT IMPROVEMENT PROGRAM GRANT OFFER, NO. 3-28-0037-069-2024, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND TO SEEK A RESOLUTION FROM THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AS CO-SPONSOR, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT RECONSTRUCTION.

WHEREAS, on or about July 8, 2024, the Jackson Municipal Airport Authority (“JMAA”) applied to the United States Department of Transportation, Federal Aviation Administration (“FAA”), for a BIPARTISAN INFRASTRUCTURE LAW-AIRPORT TERMINAL PROGRAM (“BIL-ATP”) GRANT under the auspices of airport reconstruction, specifically terminal heating, ventilation, and air conditioning system reconstruction, and elevator and escalator replacement at Jackson-Medgar Wiley Evers International Airport (“Airport” or “JAN”); and

WHEREAS, on or about July 18, 2024, the FAA offered to JMAA Grant No. 3-28- 0037-069-2024 for ninety-five percent (95%) of allowable costs incurred to perform reconstruction of the terminal heating, ventilation, and air conditioning system and elevator and escalator replacement at JAN (the “Project”), in an amount not-to-exceed Eight Million Dollars (\$8,000,000.00); and

WHEREAS, BIL-ATP Grant No. 3-28-0037-069-2024 further provides for maintaining safe and efficient airport operations at the Airport and for any lawful purpose related to the Airport for which the BIL-ATP Grant funds may be used; and

WHEREAS, the Board of Commissioners (the “Board”) of the Jackson Municipal Airport Authority (“JMAA”) has considered the recommendation of Staff that the Board accept BIL-ATP Grant No. 3-28-0037-069-2024 to accomplish the Project; and

WHEREAS, the BIL-ATP Grant Offer is contingent upon JMAA and the City of Jackson, Mississippi (“City”), as Co-Sponsors of the Airport, authorizing their respective representatives to accept the BIL-ATP Grant Offer and execute the Grant Agreement, followed by execution by their respective attorneys of a “Certificate of Sponsor’s Attorney” as required by the terms of the BIL-ATP Grant; and

WHEREAS, the Mayor, or his designee, and the City Attorney of the City must be authorized by the City Council of the City to execute the BIL-ATP Grant Offer and Agreement upon acceptance of the BIL-ATP Grant Offer by the City as a prerequisite for JMAA to receive the BIL-ATP Grant funds; and

WHEREAS, JMAA Staff requests Board authority to seek a resolution from the City Council of the City that provides that the City, as Co-Sponsor of the Airport: (i) accepts the BIL-ATP Grant in an amount not-to-exceed Eight Hundred Ten Thousand Dollars (\$810,000.00); (ii) authorizes the Mayor of the City to execute the BIL-ATP Grant Offer and Agreement; and (iii) authorizes the City Attorney of the City to sign a “Certificate of Sponsor’s Attorney” in accordance with the terms of the BIL-ATP Grant Offer and Agreement.

NOW, IT IS THEREFORE RESOLVED that the Board accepts the BIL-ATP Grant to accomplish the Project for ninety five percent (95%) of allowable Project costs, not-to exceed Eight Million Dollars (\$8,000,000.00) and

IT IS FURTHER RESOLVED that the BIL-ATP Grant funds be used for purposes directly related to the Airport, for which grant funds may be lawfully used, and not for any purpose not related to the Airport and that funds allocated for the Project may not be used for other purposes; and

IT IS FURTHER RESOLVED that Rosa Beckett, the JMAA Chief Executive Officer, or her designee, is hereby authorized to execute the BIL-ATP Grant Offer and Agreement on behalf of JMAA; and

IT IS FURTHER RESOLVED that the JMAA General Counsel, Kimberly Carlisle, Esq., is authorized to execute the "Certificate of Sponsor's Attorney" on behalf of JMAA, after the JMAA Chief Executive Officer executes the BIL-ATP Grant Offer and Agreement; and

IT IS FURTHER RESOLVED that JMAA's Staff and its General Counsel are hereby authorized and directed to seek a resolution from the City Council of the City which provides that the City, as Co-Sponsor of the Airport: (i) accepts the BIL-ATP Grant in an amount not-to-exceed Eight Million Dollars (\$8,000,000.00); (ii) authorizes the Mayor of the City, or his designee, to execute the BIL-ATP Grant Offer and Agreement; and (iii) authorizes the City Attorney of the City to sign a "Certificate of Sponsor's Attorney" as required by the BIL-ATP Grant Offer and Agreement; and

IT IS FURTHER RESOLVED that any and all prior acts performed by JMAA Staff to apply for the BIL-ATP Grant are hereby ratified, adopted, and approved by the JMAA Board.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This RESOLUTION TO AUTHORIZE THE JACKSON MUNICIPAL AIRPORT AUTHORITY TO ACCEPT THE AIRPORT IMPROVEMENT PROGRAM GRANT OFFER, NO. 3-28-0037-069-2024, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND TO SEEK A RESOLUTION FROM THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AS CO-SPONSOR, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT RECONSTRUCTION is legally sufficient for placement in NOVUS Agenda.



Drew M. Martin, City Attorney



Date

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ORDER AUTHORIZING THE MAYOR TO EXECUTE SETTLEMENT AND GENERAL RELEASE AGREEMENT BETWEEN TRANSDEV SERVICES, INC. AND THE CITY OF JACKSON, MISSISSIPPI TO RESOLVE THE FINAL CLOSEOUT INVOICE

WHEREAS, the City and Transdev Services, Inc. were parties to a contract for the Management and Operation of Transit Services Operation and Maintenance, dated December 31, 2018 (the "Contract"); and

WHEREAS, the Contract expired upon its natural terms on December 31, 2023; and

WHEREAS, the City withheld payment of Transdev's final Fixed Route invoice under the Contract totaling \$376, 131.12 pending resolution of certain issues further detailed herein (the "Matters in Dispute"); and

WHEREAS, the Parties have engaged in informal negotiations and now desire to settle the Matters in Dispute and resolve all known and unknown claims related thereto and under the Contract on the terms and conditions herein; and

WHEREAS, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi; and,

WHEREAS, based on the economic value to the City of Jackson and without admitting any liability, it is in the best interest of the citizenry that the City of Jackson resolve this matter through settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the City should and is hereby authorized to settle all matters in dispute and claims for \$376,131.12 in the closeout settlement; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount to Transdev Services, Inc, as full and final settlement of this matter.

APPROVED FOR AGENDA:

	INITIALS:	DATE:
FINANCE	_____	_____
Budgeted: ___yes___no	Acct # 187565106525	
LEGAL	_____	_____
CAO	_____	_____
MAYOR'S OFFICE	_____	_____

Agenda Item # 35
July 30, 2024
(D.Martin, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 7/30/2024

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE SETTLEMENT AND GENERAL RELEASE AGREEMENT BETWEEN TRANSDEV SERVICES, INC. AND THE CITY OF JACKSON, MISSISSIPPI TO RESOLVE THE FINAL CLOSEOUT INVOICE
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	Infrastructure & Transportation
3.	Who will be affected	All residents and visitors of the City of Jackson.
4.	Benefits	All residents and visitors of the City of Jackson.
5.	Schedule (beginning date)	
6.	Location:	JAMF
7.	Action implemented by: City Department	Department of Planning & Development Transportation Planning Division
8.	COST	\$376,131.12
9.	Source of Funding General Fund <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Bond Other	187.565.10.6425: \$376,131.12 Grant: \$300,904.90 General Fund: \$75,226.22
10.	EBO participation	ABE % WAIVER yes no N/A <input checked="" type="checkbox"/> AABE % WAIVER yes no N/A <input checked="" type="checkbox"/> WBE % WAIVER yes no N/A <input checked="" type="checkbox"/> _HBE % WAIVER yes no N/A <input checked="" type="checkbox"/> NABE % WAIVER yes no N/A <input checked="" type="checkbox"/>

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE SETTLEMENT AND GENERAL RELEASE AGREEMENT BETWEEN TRANSDEV SERVICES, INC. AND THE CITY OF JACKSON, MISSISSIPPI TO RESOLVE THE FINAL CLOSEOUT INVOICE is legally sufficient for placement in NOVUS Agenda.



Drew M. Martin, *City Attorney*
Sheridan Carr, *Special Assistant* SL



Date

36

OFFICE OF THE CLERK
SL
OFFICE OF THE CLERK

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE LAWSUIT CAPTIONED "NADER PAHLEVAN AND CRISTINA PAHLEVAN V. CITY OF JACKSON, ET AL." IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 22-3834

WHEREAS, on December 15, 2022, the Plaintiffs, Nader and Cristina Pahlevan, filed a lawsuit in the County Court of Hinds County, Mississippi, First Judicial District; Civil Action No.: 22-3834 against the City of Jackson Mississippi and other Defendants (hereinafter referred to as "the lawsuit"); and

WHEREAS, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit for \$7,500.00 in return for a complete release of the City of Jackson, Mississippi from the lawsuit; and

WHEREAS, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi; and,

WHEREAS, based on the economic value to the City of Jackson and without admitting any liability, it is in the best interest of the citizenry that the City of Jackson resolve this matter through settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the City should and is hereby authorized to settle all claims for \$7,500.00 in the lawsuit; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount, to the Plaintiffs and their Counsel, as full and final settlement of this matter.

APPROVED FOR AGENDA:

	INITIALS:	DATE:
FINANCE	_____	_____
Budgeted: ___yes___no	Acct # 001519306414	
LEGAL	_____	_____
CAO	_____	_____
MAYOR'S OFFICE	_____	_____

Agenda Item # 36
July 30, 2024
(D.Martin, Lumumba)

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OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE LAWSUIT CAPTIONED "NADER PAHLEVAN AND CRISTINA PAHLEVAN V. CITY OF JACKSON, ET AL." IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 22-3834 is legally sufficient for placement in NOVUS Agenda.



Drew M. Martin, City Attorney

Sheridan Carr, Special Assistant

SC

7/23/24

Date

37

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE CONSOLIDATED LAWSUIT REFERRED TO AS MASON I, MASON II, AND ELEY IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 25CI1:18-cv-00207

WHEREAS, on September 22, 2017, Christeen Mason, Individually and as Administratrix of the Estate of Virgil Kyles, Deceased, on Behalf of the Estate and Wrongful Death Beneficiaries of Virgil Kyles, Deceased; Kenneth D. Eley, as Administrator of the Estate of Rose Coleman, Deceased and on Behalf of all Wrongful Death Beneficiaries of Rose Coleman, Deceased; and Christopher Sims, as Administrator of the Estate of Carolyn Sims, Deceased and on Behalf of all Wrongful Death Beneficiaries of Carolyn Sims, Deceased filed a lawsuit against Hinds County; Mississippi, City of Jackson; Tony Harper; and John Does 1-10. The civil action number is 25CI1:17-cv-00563. Referenced herein as "Mason I"; and

WHEREAS, on February 20, 2018, Kenneth D. Eley, as Administrator of the Estate of Rose Coleman, Deceased and on Behalf of all Wrongful Death Beneficiaries of Rose Coleman, Deceased; and Christopher Sims, as Administrator of the Estate of Carolyn Sims, Deceased and on Behalf of all Wrongful Death Beneficiaries of Carolyn Sims, Deceased filed a lawsuit against Hinds County, Mississippi; City of Jackson; Tony Harper; and John Does 1-10. The civil action number is 25CI1:18-cv-00092. Referenced herein as "Eley"; and

WHEREAS, on April 13, 2018, Christeen Mason, Individually and as Administratrix of the Estate of Virgil Kyles, Deceased, on Behalf of the Estate and Wrongful Death Beneficiaries of Virgil Kyles, Deceased filed a lawsuit against Hinds County, Mississippi and Tony Harper. The civil action number is 25CI1:18-cv-00207. Referenced herein as "Mason II"; and

WHEREAS, Mason I, Eley and Mason II involved the same facts and circumstances and as such were consolidated into one lawsuit with the civil action number 25CI1:18-cv-00207; and

WHEREAS, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit; and

WHEREAS, the Office of the City Attorney is recommending the City of Jackson fully and finally resolve the aforementioned lawsuit for \$76,000.00 in return for a complete release of the City of Jackson, Mississippi from the lawsuit; and

WHEREAS, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi; and,

WHEREAS, based on the economic value to the City of Jackson and without admitting any liability, it is in the best interest of the citizenry that the City of Jackson resolve this matter through settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the City should and is hereby authorized to settle all claims for

Agenda Item # 37
July 30, 2024
(D.Martin, Lumumba)

\$76,000.00 in the consolidated lawsuits Mason I, Eley and Mason II; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount, to the Plaintiffs and their Counsel, as full and final settlement of this matter.

APPROVED FOR AGENDA:

FINANCE

Budgeted: ___yes___no

LEGAL

CAO

MAYOR'S OFFICE

INITIALS: DATE:

Acct # 001519306414

Item# _____

Date: _____

By: Lumumba, Martin, Carr

Office of the City Attorney

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Jackson, Mississippi 39207-2779
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Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE CONSOLIDATED LAWSUIT REFERRED TO AS MASON I, MASON II, AND ELEY IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 25CI1:18-cv-00207 is legally sufficient for placement in NOVUS Agenda.



Drew M. Martin, City Attorney
Sheridan Carr, Special Assistant SC

7/23/24
Date

38

ORDER AUTHORIZING MAYOR TO RENEW & EXECUTE A RENTAL AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND PITNEY BOWES FOR A POSTAGE METER MACHINE FOR USE BY THE OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
7/11/24
D. Martin

WHEREAS, the Office of the City Attorney recommends that the governing authority for the city of Jackson authorize the execution of a Rental Agreement with Pitney Bowes, Inc. to allow its Office to lease a postage meter, i.e. C Series IMI Meter (7H00), for \$77.85/per month starting October 10, 2024 through October 9, 2029; and

WHEREAS, the Office of the City Attorney's current rental agreement with Pitney Bowes, Inc. will expire on October 10, 2024 and Pitney Bowes Inc. will no longer offer the current SendPro C Series – Version 4 C425 in use by the Office; and

WHEREAS, the State of Mississippi Department of Finance and Administration has negotiated a price agreement contract with Pitney Bowes, Inc. for the rental and purchase of mailing equipment on a nonexclusive basis for twelve months beginning July 1, 2024, and ending on June 30, 2025; and

WHEREAS, this state contract agreement #8200074904 was entered into for the benefit of governing authorities and agencies; and

WHEREAS, commodities purchased or procured from a state-negotiated contract are exempt from the bid requirements pursuant to Section 31-7-13(m)(i) of the Mississippi Code of 1972 Annotated, as amended; and

WHEREAS, with the large number of litigation and workers' compensation cases and cases on appeal, the Office of the City Attorney is required to mail voluminous documents daily after normal business hours; and

WHEREAS, the mailing system will help eliminate voluminous stamps placed on large volumes of packages. The Post Office drop box does not allow anything over one pound to be placed in the bin without the proper postage; and

WHEREAS, the location of a postage meter within the Office of the City Attorney is essential to the Office of the City Attorney's timely mailing of correspondence; and

WHEREAS, the monthly payments will increase to \$77.85 a month for a term of 60 months, not to exceed \$2,000.00 (allotted postage added), beginning October 10, 2024, and ending October 9, 2029.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to renew & execute a Rental Agreement between the Office of the City Attorney and Pitney Bowes, Inc., providing for the establishment and maintenance of said equipment for the Office of the City Attorney facilities, at a monthly cost of \$77.85 a month for a term of 60 months not to exceed \$2000.00 (allotted postage added).

Agenda Item # 38
July 30, 2024
(D.Martin, Lumumba)

APPROVED FOR AGENDA:

Initials

Date

Legal

Budgeted Yes No

Acct # 001-407.00-6421

CAO's Office

Mayor's Office

Item No. _____

Date _____

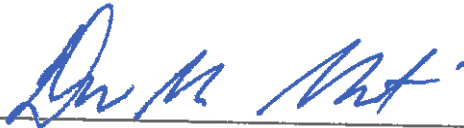
(Martin, Lumumba)

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING MAYOR TO RENEW & EXECUTE A RENTAL AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND PITNEY BOWES FOR POSTAGE METER MACHINE FOR USE BY THE OFFICE OF THE CITY ATTORNEY is legally sufficient for placement in NOVUS Agenda.



Drew Martin, *City Attorney*

Sondra Moncure, *Special Assistant* S.M.



Date

OFFICE OF THE CITY ATTORNEY
7/23/24

STATE OF MISSISSIPPI
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

STATE CONTRACT AGREEMENT

CONTRACTOR: Pitney Bowes Inc. STATE CONTRACT #: 8200074904
SUPPLIER #: 3100000308 SMART CONTRACT #: 1130-24-C-SWCT-00151
COMMODITIES COVERED: Mailing Equipment EFFECTIVE: July 1, 2024
through
June 30, 2025

This State Contract Agreement is made this 26th day of June 2024, between the Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management for the State of Mississippi (hereinafter the "State") and Pitney Bowes, Inc., 3001 Summers Street, Stamford, CT 06926 (hereinafter the "Contractor").

SCOPE: The Contractor agrees to furnish the State its normal requirements of mailing equipment on a nonexclusive basis for a period of twelve (12) months beginning July 1, 2024, and ending June 30, 2025, in accordance with all requirements in the *State of Mississippi Proposal Format and Guidelines for Mailing Equipment* and the Contractor's Proposal submitted on April 9, 2024.

Proposals for rental contracts will be considered. Vendors should submit proposed rental rates or monthly rental factors which will be applied to the purchase price to determine monthly or quarterly costs.

When entering into any rental of contract equipment under the jurisdiction of the Office of Purchasing and Travel, the Agency and Vendor must use the Rental Agreement for Use by Mississippi Departments and Vendors (applicable to equipment rental transactions) Revised Date: February 2017. THIS APPROVED RENTAL AGREEMENT IS THE ONLY AGREEMENT THAT SHALL BE PRESENTED TO A STATE GOVERNMENT ENTITY FOR RENTALS ON THE MAILING EQUIPMENT STATE CONTRACT. Any rental entered into which does not utilize our State Rental Agreement is in direct violation of the terms of the contract and shall be rendered null and void. Vendors and/or Authorized Distributors that are in violation of this requirement will be immediately removed from the state contract and may also be removed from the bidders list for a period of 24 months.

If a Vendor wishes to utilize third party financing of equipment rented to a state agency or governing authority, the Vendor must get prior approval from the Office of Purchasing, Travel and Fleet Management and provide a document which indicates that if the Vendor is unable to perform maintenance and equipment removal, then the financing source will be responsible for providing these services at no additional cost to the State. This document must be signed by a representative of the Vendor and of the finance source. If approved, this document must also be given to the using agency.

The Mississippi Office of Purchasing, Travel and Fleet Management will permit trade-in of equipment for credit when state agencies enter into a rental contract. However, all applicable credit must be extinguished prior to any payments being made by the agency. Contracts wherein that credit is spread out over the term of the contract will not be allowed.

Equipment and supplies that are not listed on the contract as approved by the Mississippi Office of Purchasing, Travel and Fleet Management should not be presented to using agencies as though it is included as part of the contract. This includes replacement or upgraded equipment for machines already listed on the contract. Replacement or upgraded equipment should be added to the contract during the amendment period, (see

Section XI. Amendments). Until these items are added to the contract, using agencies must purchase them using routine purchasing procedures (i.e., quotes, advertised bids, etc.).

AUTHORIZED PURCHASERS: The State, as referred to herein, enters into this State Contract Agreement for the benefit of all state agencies, boards, commissions, departments, institutions, counties, municipalities, school districts and other political subdivisions of the State of Mississippi. These entities are authorized to purchase from this Contract in accordance with Miss. Code Ann. §§ 31-7-1, et seq., and the *Mississippi Procurement Manual*.

Purchase Orders prepared by these authorized purchasers shall include this State Contract Agreement Number referenced above.

PRICE GUARANTEE: The prices established herein shall prevail for the term of this Agreement, except in the event of a general market decline in prices of such commodities at any time during the period of this Contract, the Contractor agrees that the State of Mississippi shall receive full benefit of such decline.

The State Bureau of Financial Control shall not approve any account nor order and direct payment of any account for the purchase of any commodity covered by this Contract when the purchase price is in excess of the maximum price fixed in this Agreement.

PRICE DATA: The Contractor has furnished a price list for the new period for authorized purchasers. The State agrees to notify all authorized purchasers of the existence of this Contract and to give the specific instructions relative to the procedures to be followed in making purchases under the provisions hereof.

Entities making purchases over \$75,000 may consider obtaining two competitive quotes from the authorized dealers' list on this manufacturer's contract. If this manufacturer does not have a dealers' list, the manufacturer should be prepared to submit a quote.

PAYMENT: Payment for commodities or equipment purchased under the provisions of this Contract shall be made to the Contractor or to the authorized dealer making delivery in accordance with Miss. Code Ann. §§ 31-7-301, et seq. (as amended). Such payment is to be made only upon receipt, by the authorized purchaser, of properly certified invoices, which are priced strictly in accordance with the pricing provisions of this Contract.

PAYMENT TERMS: Net Forty-five (45) days Without Penalty.

QUANTITY TO BE PURCHASED: It is understood and agreed that the Contractor is entering into this Agreement as a multiple source of supply without any guarantee from the State as to the quantity of the items covered by this Contract that might be ordered during the specified period.

TRANSPORTATION TERMS: All freight and shipping costs are the responsibility of the Vendor and are not reimbursable. All items must be transported F.O.B. Destination.

INDEMNIFICATION: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. The contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

ASSIGNMENT: The Contractor shall not assign, subcontract or otherwise transfer in whole or in part, its rights or obligations under this Agreement without prior written consent of the State. Any attempted assignment or transfer without said consent shall be void and of no effect.

CANCELLATION: It is agreed that either party may cancel this Agreement by giving thirty (30) days written notice prior to the effective date of cancellation. Contractor is advised that cancellation of this Agreement by the Contractor may result in disqualification from the awarding of future contracts with the State.

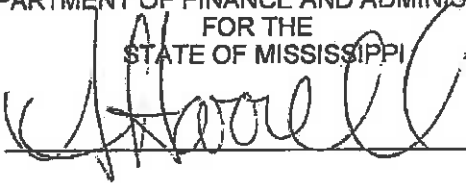
TAXES: No Federal Excise Tax or Mississippi Sales Tax will be added to or otherwise included in the prices submitted by the Contractor. The Contractor understands and agrees that the State and its authorized purchasers exempt from the payment of taxes.

PRECEDENCE: This Contract consists of this Agreement, the Proposal Format and Guidelines referenced herein above, and the Contractor's Proposal. Any ambiguities, conflicts, or questions of interpretation of this Contract shall be resolved by first reference to this Agreement and, if still unresolved, by reference to the Proposal Format and Guidelines, and, if still unresolved, by reference to the Contractor's Proposal.

ORDERING INFORMATION: Please place all orders under this agreement with an approved dealer/distributor from the attached list.

DEPARTMENT OF FINANCE AND ADMINISTRATION
FOR THE
STATE OF MISSISSIPPI

BY: _____



THIS MUST BE SIGNED BY AN OFFICIAL
OF THE COMPANY

BY: _____

Bill Walter

Digitally signed by Bill Walter
Date: 2024.06.26 13:06:10 -0700'

OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

TITLE: _____ VP, Govt and GPOs _____

DATE: _____

6/28/24

DATE: _____ 6/26/2024 _____

Postage

You may transfer funds to The Pitney Bowes Bank, Inc. (the "Bank") for deposit into your Reserve Account that you maintain with the Bank (your "Reserve Account") or you may transfer funds to the United States Postal Service (the "USPS") through a lockbox bank (a "Lockbox Bank"). See the "USPS Acknowledgment of Deposit" below for more information. Until the end of the Initial Term, we may charge you a fee of up to \$15.00 for refilling your postage. After the Initial Term, we may increase postage refill fees upon 30 days prior written notice. If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your Meter Services fees.

Terms of Use of Meter; Federal Regulations

(a) You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any operator guide and (iii) all USPS regulations. You agree to use only attachments or printing devices authorized by us. You must receive our written consent before moving the Equipment or Meter to a different location. Federal regulations require that we own the Meter. Tampering with or misusing the Meter is a violation of federal law. Activities of the USPS, including the payment of refunds for postage by the USPS to clients, will be made in accordance with the current Domestic Mail Manual. If (i) the Meter is used in any unlawful scheme, (ii) isn't used for any consecutive 12 month period, (iii) you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, (iv) you enter a series of unpaid or short-paid mail pieces and/or packages in the mail stream, (v) you offer, sell or allow the use of the shipping rates that we offer to you under this Agreement to or by any other party, (vi) you are in possession of a decertified system, or (vii) you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter Services agreement may be revoked. You acknowledge that any use of a Meter that fraudulently deprives the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to \$10,000 (18 U.S.C. 1001) and a civil penalty of up to \$5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes. You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft. You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

(b) You agree that you will not offer, sell or allow the use of the shipping rates that we offer to you under this Agreement to or by any other party.

(c) **HAZMAT Requirement.** You acknowledge that the USPS has implemented standards and requirements for shipment of parcels containing hazardous materials, including Publication 52, New Mailing Standards for the Separation of Hazardous Materials (87 Federal Register 34197), as well as replacement or supplemental regulations, and you agree to comply with all rules and regulations implemented by the USPS relating to handling of shipments of parcels containing hazardous materials, including labeling, packaging, and separation in the tendering of parcels to the USPS.

(d) **USPS Privacy Act Statement.** Your information will be used to facilitate the purchase of USPS postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the

service (service providers). For more information regarding USPS privacy policies, visit www.usps.com/privacypolicy.

Rate Updates and Soft-Guard® Program

Your Meter or Equipment may require periodic rate updates that you will obtain under our Soft-Guard program. We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change. The Soft-Guard program doesn't cover any change in rates due to custom rate changes, new classes of carrier service, or a change in ZIP Code or zone due to equipment relocation. We won't be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

Collection of Information

You authorize us to access and download information from your Meter. We may disclose this information to the USPS or other authorized governmental entity. We won't share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order. We may elect to share aggregate data about our clients' postage usage with third parties.

Value Based Services

Value based services are services the USPS provides, including e-Return Receipt and USPS Confirmation Services. Any fees the USPS charges for these services are your responsibility to pay for and are payable the same way that you pay for postage. The USPS is solely responsible for its services. We are not responsible for any malfunctions of any part of the communication link connecting the Meter with the USPS data system. We have the right to terminate the value-based services if the USPS discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty days after you have been notified in writing.

USPS ACKNOWLEDGEMENT OF DEPOSIT

Acknowledgement of Deposit

This section of the agreement provides you with the sections that the USPS requires we include in any agreement where we are providing Meter Services. The USPS requires that we use specific language. The "acknowledgement of deposit" terms are as follows:

- (a) In connection with your use of a Postage Evidencing System, you may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage (a "Deposit"), or you may transfer funds to the Bank for deposit into your Reserve Account.
- (b) To the extent you deposit funds in advance of the use of any evidence of postage, you may make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in your Reserve Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above.
- (c) Any deposit made by you in your Reserve Account is subject to the Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.
- (d) Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. You shall not receive or be entitled to any interest or other income earned on such Deposits.
- (e) The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.

- (f) The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so that PBI can update its records.
- (g) PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank.
- (h) You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.
- (i) Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

USPS License Terms for use of the USPS Data (Last modified July 10, 2020)

The following terms apply solely to your use of the United States Postal Service ("USPS") data that is provided under license to you from the licensor from which you receive the USPS data ("Licensor"). Absent a signed Agreement, your use of the USPS Data constitutes acceptance of the terms set forth herein. Capitalized terms used herein and not otherwise defined have the meaning assigned to them in the Agreement. The terms and conditions set forth below supersede any conflicting terms and conditions in the Agreement.

- a) The delivery point validation (the "DPV® Product"), LACSLink® and SuiteLink® and any updates, materials, know-how, computer code, and technical information (hereinafter collectively, the "USPS Data") are confidential and proprietary to the USPS and shall remain the property of USPS. You shall maintain the USPS Data in strict confidence in accordance with the terms of the Agreement.
- b) You are prohibited from: (i) modifying, improving, correcting, or enhancing the USPS Data in any way; (ii) combining the USPS Data, or any portion thereof, with other information, data, software or the like to create any derivative product of the USPS Data; or (iii) make or reduce to practice any invention, idea or concept, whether patentable or not, on or relating to the USPS Data or any portion thereof without the prior written approval of USPS.
- c) You shall not: (i) use the USPS Data or any of its technology to compile a list of delivery points not already in your possession or to otherwise create a mailing list or portion thereof; (ii) rent, sell, distribute or otherwise provide any of your proprietary address lists, service products, or other system of records that contain address attributes derived or updated through the use of the USPS Data; or (iii) in addition to the foregoing, use SuiteLink for any purposes other than for improving business delivery addresses in multi-occupation buildings for use on letters, flats, postcards, packages, leaflets, magazines, advertisements, books and other printed material, and any other item that will be delivered by USPS.
- d) You are not permitted to export the USPS Data outside the United States or its territories.
- e) You agree and acknowledge that USPS retains all right, title and interest in the USPS Data, and all trademarks, trade dress, service marks, trade secrets, copyrights, patents and other intellectual property rights related thereto.
- f) The USPS shall be a third-party beneficiary with respect to the license to the USPS Data granted hereunder and thereby shall have the right to directly enforce against you the restrictions with respect to the USPS Data set out herein.

g) NEITHER LICENSOR NOR THE USPS SHALL BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF THE USPS DATA. This disclaimer is in addition to any other disclaimers of warranties set out in the Agreement.

h) To satisfy USPS requirements THE DPV PRODUCT SHALL CONTAIN DISABLING DEVICE(S) DESIGNED TO PREVENT USE NOT PERMITTED BY THIS LICENSE. Licensor shall document all disabling devices to you. In the event you encounter the "Stop DPV Processing" function, you shall contact Licensor in order to restore DPV processing capability. Licensor shall immediately notify USPS of your name and address. At the sole discretion of the USPS, Licensor may not have the right to restore your DPV processing capability.

i) Notwithstanding any provision set out in the Agreement regarding any limitation of liability, you shall promptly reimburse Licensor to the full amount of any damages or other claims that Licensor is required to pay, and shall otherwise hold Licensor harmless from demands, costs and damages paid to third parties, which are a result of your failure to comply with any of the obligations set out in these provisions.

j) Notwithstanding anything to the contrary elsewhere in the Agreement or any applicable order, the USPS Data is not licensed on a perpetual basis and may only be licensed for the limited term set out in the applicable order. You may elect to renew your term license to the USPS Data to the extent Licensor continues to offer a license to the USPS Data, for an additional term upon payment of the applicable renewal fees. Licensor shall have the right to terminate your license to the USPS Data if (i) the USPS cancels Licensor's or its licensors' right to distribute the USPS Data, (ii) you are in breach of any of the foregoing provisions; or (iii) the Agreement or applicable order is terminated.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

- 13. **ASSIGNMENT:** The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.
- 14. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.
- 15. **NOTICE:** Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name Bill Walter
Title VP Government and GPO's
Address 3001 Summer Street
City, State, & Zip Code Stamford, CT 06926

For the Customer:

Name
Title
Address
City, State, & Zip Code

- 16. **WAIVER:** Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.
- 17. **CAPTIONS:** The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.
- 18. **SEVERABILITY:** If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 19. **THIRD PARTY ACTION NOTIFICATION:** Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.
- 20. **AUTHORITY TO CONTRACT:** Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary; that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.
- 21. **RECORD RETENTION AND ACCESS TO RECORDS:** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.
- 22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply

the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 12th day of July, 2024

Vendor: Pitney Bowes Inc.

By: *Jacob Leonard*
Authorized Signature

Printed Name: Jacob Leonard

Title: Government Account Manager

WITNESS:

Clarence Hunt

Witness my signature this the _____ day of _____, 20_____

Customer: _____

By: _____
Authorized Signature

Printed Name: _____

Title: _____

WITNESS:

**RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)**

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between CITY OF JACKSON MS OFFICE (hereinafter referred to as Customer), and Pitney Bowes Inc. (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. **DELIVERY:** Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. **INSTALLATION SITE:** At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the

equipment and to a telephone for local or toll free calls.

- C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.
 - D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.
 - E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.
6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.
7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.
8. PAYMENTS:
- A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.
 - 1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.
 - 2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
 - B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.
 - C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which

was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. **USE OF EQUIPMENT:** Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.
10. **MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:**
 - A. **SERVICES:** If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.
 - B. **EXCLUSIONS:** The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.
 - C. **REMEDIES:** If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.
11. **HOLD HARMLESS:** To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence, which the Customer shall not unreasonably withhold.
12. **ALTERATIONS, ATTACHMENTS, AND SUPPLIES:**
 - A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/16/2024
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING MAYOR TO RENEW & EXECUTE A RENTAL AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND PITNEY BOWES FOR A POSTAGE METER MACHINE FOR USE BY THE OFFICE OF THE CITY ATTORNEY
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	
	Who will be affected	Office of the City Attorney
	Benefits	
	Effective date (beginning date)	Upon City Council approval.
	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	OFFICE OF THE CITY ATTORNEY
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> City Department Consultant	City Legal Department
8.	COST	\$77.85 a month for a term of 60 months not to exceed \$2000.00 (allotted postage added)
9.	<input type="checkbox"/> Source of Funding <input type="checkbox"/> General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond Other	
10	EBO participation	ABE _____% WAIVER yes _____ no _____ N/A _____ AABE _____% WAIVER yes _____ no _____ N/A _____ WBE _____% WAIVER yes _____ no _____ N/A _____ HBE _____% WAIVER yes _____ no _____ N/A _____ NABE _____% WAIVER yes _____ no _____ N/A _____

MEMORANDUM



Office of the City Attorney
(601) 960-1799

TO: Chokwe Lumumba, Mayor
FROM: Drew M. Martin, City Attorney
DATE: July 19, 2024
RE: Renewal Agreement with Pitney Bowes for Postal Meter Machine

The expiration of the Postal Meter rental equipment with Pitney Bowes will expire in October 2024. It is time to renew and update the services between Pitney Bowes and the City of Jackson, Mississippi, Office of the City Attorney, under State contract, a C Series IMI Meter (7H00), SLA #8200074904.

With the large number of litigation and a few workers' compensation cases, cases on appeal, and the large number of water hearings, the Office of the City Attorney is required to mail voluminous documents daily after normal business hours.

The monthly payments will increase to \$77.85 a month for a term of 60 months not to exceed \$2000.00 (allotted postage added) beginning October 10, 2024 and ending October 9, 2029; and

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OFFICE OF THE CITY ATTORNEY
 [Signature]
 7/22/24

ORDER AUTHORIZING THE PROCUREMENT OF PROPERTY INSURANCE IN THE AMOUNT OF \$25,000,000 UNDERWRITTEN BY MULTIPLE INSURANCE CARRIERS INCLUDING BUT NOT LIMITED TO LLOYD'S, LEXINGTON/AIG, NATIONAL PROPERTY AND MARINE, IRONSHORE, WESTCHESTER, AXIS, ENDURANCE/SOMPO, KINSALE, RIVINGTON, BEAZLEY, EVANSTON/MARKEL, AND ARCH ETHOS

WHEREAS, Section 21-37-45 of the Mississippi Code authorizes the governing authorities of municipalities to insure municipal property, including buildings, furniture, books, and records, and all other property against loss by fire and tornado, and to carry such amount of employer's liability, steam boilers, plate glass and other miscellaneous casualty insurance as in the discretion of the governing authorities may be deemed proper, and to pay for the premiums thereof out of the municipal treasury; and

WHEREAS, on April 9, 2024, the governing authorities for the City of Jackson authorized Fisher Brown Bottrell and its agent, Brian Johnson to provide consulting and advisory services related to policies of insurance, including but not limited to commercial property, boiler and machinery, and inland marine; and

WHEREAS, the April 9, 2024 action of the governing authorities is recorded in Minute Book 6Z at pages 80-81; and

WHEREAS, consistent with the April 9, 2024 action of the governing authorities, Fisher Brown Bottrell and its agent – Brian Johnson obtained a proposal to provide property and casualty insurance coverage in the amount of \$25,000,000.00 from multiple underwriters; and

WHEREAS, the coverage obtained consists of a layered policy; and

WHEREAS, the City's current property insurance coverage will expire on **August 15, 2024**; and

WHEREAS, the City's current insurance property is underwritten by multiple insurance companies with Lloyds serving as the lead underwriter; and

WHEREAS, according to the proposal documents submitted by Fisher Brown Bottrell, the premium currently paid by the City of Jackson for coverage is \$2,761,578.13; and

WHEREAS, the new coverage proposal submitted by Fisher Brown Bottrell provides \$25,000,000.00 in coverage which will be underwritten by multiple insurance companies as follows:

Coverage	Proposed Premium	Expiring Premium	Minimum Earned Premium % if applicable	Minimum & Deposit Applies (x)	Accepted (Yes/No)
Property-\$25M Lead-Lloyd's (Renewal Lead)	\$1,877,357.63	\$2,166,407.11	35%	Yes	
Property -\$5M Lead of \$25M Lexington/AIG (Exp Lead)	Included in above	Included in above	35%	Yes	
Property – 2.5M part of \$25M National Fire & Marine Ins. Co.	Included in above	Included in above	35%	Yes	

OFFICE OF THE CITY ATTORNEY
[Signature]
 7/24/04

Property – 3M part of \$25M Princeton	Included in above	Included in above	35%	Yes	
Property – 2.5M part of \$25M Ironshore	Included in above	Included in above	35%	Yes	
Property – 3M part of \$25M Arch	Included in above	Included in above	35%	Yes	
Property – 2.5M part of \$25M Westchester	Included in above	Included in above	35%	Yes	
Property – 2M part of \$25M Axis	Included in above	Included in above	35%	Yes	
Property – 2M part of \$25M Swiss Re	Included in above	Included in above	35%	Yes	
Property-2.5M part of \$25M Endurance/Sompo	Included in above	Included in above	25%	Yes	
Property -5M part of \$25M x of 25M-Kinsale	\$97,383.00	\$108,209.89	35%	Yes	
Property – 5M part of \$25M x of 25M-Rivington/Texas	\$97,007.63	\$107,511.69	35%	Yes	
Property -5M part of \$25M x of 25M – Beazley	\$97,007.63	\$107,250.00	35%	Yes	
Property – 5M part of \$25M x of \$25M – Evanston/Markel	\$97,007.63	\$107,507.40	25%	Yes	
Property – 5M part of \$25M x of \$25M-Arch/Ethos	\$97,533.16	\$107,758.37	35%	Yes	
Vacant Property – Basic Form	\$63,093.04	\$56,933.67	35%	Yes	
Total Premium	\$2,426,389.72	\$2,761,578.13			

Minimum and Deposit

Some policies may include a minimum and deposit endorsement and are noted above. Once coverage is bound, the premium amount in this Proposal represents the minimum premium due. The carrier has the right to audit your records for final premium determination. Additional premiums will be collected because of underestimated exposures. **No return premium shall be forthcoming.**

Minimum Earned Premium

Some policies may include a minimum earned premium endorsement and are noted above. **No Flat cancellations are allowed.**

OFFICE OF THE CITY ATTORNEY
David J. White
 7/24/24

Subjectivities:		
Signed Terrorism Forms		
Signed Accord Application		
Optional Quote Indications:	Premium	Accept (y/n)
Property – 25M x \$50M- Landmark American	\$234,982.63 \$20,000.00 Additional for TRIA	
Property – 75M x of \$75M- Homeland Insurance Company of New York	\$281,107.53 \$25,000.00 Additional for TRRIA	
\$5,000,000 Sublimit on Earthquake & Flood	\$100,000.00 Premium reduction	

Terrorism Coverage – Not included in Above	Premium	Accept (y/n)
Property -\$25M Lead- Lloyd's	\$87,500.00 plus fees & taxes	
Property- \$5M p/o \$25M x\$25M-Kinsale	\$4,500.00 plus fees & taxes	
Property \$5M p/o \$25M x \$25M- Rivington/Texas	\$4,500.00 plus fees & taxes	
Property \$5M p/o \$25M x \$25M Beazley	\$4,500.00 plus fees & taxes	
Property - \$5M p/o \$25M x \$25M Evanston/Markel	\$9,000.00 plus fees & taxes	
Property - \$5M p/o \$25M x \$25M – Arch Specialty	\$500.00 plus fees & taxes	
Property -Vacant Building	\$5,500.00 plus fees & taxes	

Insurance Company	AM Best Rating:	Admitted/Non-Admitted
Kinsale Insurance Company	A, X	Non-Admitted
Texas Insurance Company	A-, XI	Non-Admitted
Beasley (Lloyds) Insurance Company	A, XV	Non-Admitted
Evanston Insurance Company	A+, XV	Non-Admitted
Ascot Specialty Insurance company (Ethos)	A, XIII	Non-Admitted
Certain Underwriter at Lloyd's of London (Ethos)	A, XV	Non-Admitted

PAYMENT OPTIONS

Down Payment Amount	Coverage/s	Check Payable to	# of Installments	Installment Amount
Annual Pay	Property (All)	Fisher Brown Bottrell	N/A	N/A

WHEREAS, the proposal submitted by Fisher Brown Bottrell and its agent Brian Johnson for coverage without the optional coverages contains a premium of \$2,426,389.72 which is \$335,188.41 less than the current premium and does not result in a change of the current coverage; and

WHEREAS, the policy period will be from August 15, 2024 to August 15, 2025; and

WHEREAS, the best interest of the City of Jackson would be served by accepting the proposal submitted by Fisher Brown Bottrell and the agent Brian Johnson for property coverage only without the options; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the City's Mayor to execute documents required by the underwriters to bind and obtain the coverage;

IT IS HEREBY ORDERED that the proposal submitted by Fisher Brown Bottrell and its agent Brian Johnson for property coverage only without the *optional coverages quoted* shall be accepted.

IT IS HEREBY ORDERED that Terrorism Coverage is not accepted and is rejected.

IT IS HEREBY ORDERED that the City's Mayor is authorized to execute documents required by the underwriters to bind and obtain the coverage.

IT IS HEREBY ORDERED that premiums not exceeding the sum of \$2,426,389.72 may be paid to the applicable entities for the coverage.

AGENCY OF THE CITY ATTORNEY
1/24/24

M E M O R A

N D U M

Office of the City Attorney
(601) 960-1799



TO: Mayor Chokwe Lumumba
FROM: Drew Martin, City Attorney

DATE: July 24, 2024

RE: Property Coverage

The City of Jackson's current policy for property insurance coverage expires on August 15, 2024. Fisher Brown Bottrell has submitted a proposal containing a layered policy underwritten by Lloyd's and multiple carriers. The order which accompanies this memo seeks authority of the Council to procure the coverage.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

08/14/2023

DATE

POINTS		COMMENTS						
1.	1. Brief Description/Purpose	ORDER ACCEPTING PROPOSAL OF LLOYD'S INSURANCE AND LEXINGTON INSURANCE ET.AL. GROUP TO PROVIDE COMMERCIAL PROPERTY AND BOILER & MACHINERY INSURANCE COVERAGE FOR THE CITY OF JACKSON OBTAINED BY FISHER BROWN BOTTRELL INSURANCE AGENCY FOR THE PERIOD AUGUST 15, 2024 THROUGH AUGUST 15, 2025						
2.	Public Policy Initiative 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A						
3.	Who will be affected	City of Jackson						
4.	Benefits	N/A						
5.	Schedule (beginning date)	N/A						
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A						
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Office of the City Attorney						
8.	COST	\$2,426,389.72						
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	1 407906541						
10.	EBO participation	ABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		AABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		WBE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		HBE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		NABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>

Office of the City Attorney
455 East Capitol Street

Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE PROCUREMENT OF PROPERTY INSURANCE IN THE AMOUNT OF \$25,000,000 UNDERWRITTEN BY MULTIPLE INSURANCE CARRIERS INCLUDING BUT NOT LIMITED TO LLOYD'S, LEXINGTON/AIG, NATIONAL PROPERTY AND MARINE, IRONSHORE, WESTCHESTER, AXIS, ENDURANCE/SOMPO, KINSALE, RIVINGTON, BEAZLEY, EVANSTON/MARKEL, AND ARCH ETHOS is legally sufficient for placement in NOVUS Agenda


Drew Martin, City Attorney

7/24/24
Date

Carrie Johnson Deputy City Attorney 

Sondra Moncure Special Assistant City Attorney 

OFFICE OF THE CITY ATTORNEY
7/24/24

Proposal Presented to City of Jackson

Coverage	Proposed Premium	Expiring Premium	Minimum Earned Premium % If Applicable	Minimum & Deposit Applies (X)	Accepted (Yes/No)
Property - \$25M Lead – Lloyd's (Renewal Lead)	\$1,877,357.63	\$2,166,407.11	35%	Yes	
Property - \$5M Lead of \$25M Lexington/AIG (Exp Lead)	Included in Above	Included in Above	35%	Yes	
Property - \$2.5M part of \$25M National Fire & Marine Ins Co.	Included in Above	Included in Above	35%	Yes	
Property - \$3M part of \$25M Princeton	Included in Above	Included in Above	35%	Yes	
Property - \$2.5M part of \$25M Ironshore	Included in Above	Included in Above	35%	Yes	
Property - \$3M part of \$25M Arch	Included in Above	Included in Above	35%	Yes	
Property - \$2.5M part of \$25M Westchester	Included in Above	Included in Above	35%	Yes	
Property - \$2M part of \$25M Axis	Included in Above	Included in Above	35%	Yes	
Property - \$2M part of \$25M Swiss Re	Included in Above	Included in Above	35%	Yes	
Property - \$2.5M part of \$25M Endurance/Sompo	Included in Above	Included in Above	25%	Yes	
Property - \$5M part of \$25M x of \$25M - Kinsale	\$97,383.00	\$108,209.89	35%	Yes	
Property - \$5M part of \$25M x of \$25M – Rivington/Texas	\$97,007.63	\$107,511.69	35%	Yes	
Property - \$5M part of \$25M x of \$25M – Beazley	\$97,007.63	\$107,250.00	35%	Yes	
Property - \$5M part of \$25M x of \$25M – Evanston/Markel	\$97,007.63	\$107,507.40	25%	Yes	
Property - \$5M part of \$25M x of \$25M – Arch/Ethos	\$97,533.16	\$107,758.37	35%	Yes	
Vacant Property – Basic Form	\$63,093.04	\$56,933.67	35%	Yes	
Total Premium	\$2,426,389.72	\$2,761,578.13			

Minimum and Deposit

Some policies may include a minimum and deposit endorsement and are noted above. Once coverage is bound, the premium amount in this Proposal represents the minimum premium due. The carrier has the right to audit your records for final premium determination. Additional premiums will be collected because of underestimated exposures. **No return premium shall be forthcoming.**

Minimum Earned Premium

Some policies may include a minimum earned premium endorsement and are noted above. **No Flat cancellations are allowed.**

Subjectivities:

Signed Terrorism Forms
Signed Acord Application

Optional Quote Indications:	Premium:	Accept (y/n)
Property - \$25M X of \$50M – Landmark American Insurance Company	\$234,982.63 \$20,000.00 Additional for TRIA	
Property - \$75M X of \$75M – Homeland Insurance Company of New York	\$281,107.53 \$25,000.00 Additional for TRIA	
\$5,000,000 Sublimit on Earthquake & Flood	\$100,000.00 premium reduction	

Terrorism Coverage – Not Included In Above:	Premium:	Accept (y/n)
Property - \$25M Lead – Lloyd's	\$87,500.00 plus fees & taxes	
Property - \$5M p/o \$25M x \$25M - Kinsale	\$4,500.00 plus fees & taxes	
Property - \$5M p/o \$25M x \$25M – Rivington/Texas	\$4,500.00 plus fees & taxes	
Property - \$5M p/o \$25M x \$25M – Beasley	\$4,500.00 plus fees & taxes	
Property - \$5M p/o \$25M x \$25M – Evanston/Markel	\$9,000.00 plus fees & taxes	
Property - \$5M p/o \$25M X \$25m – Arch Specialty	\$500.00 plus fees & taxes	
Property – Vacant Building	\$5,500.00 plus fees & taxes	

Insurance Company:	AM Best Rating:	Admitted/Non-Admitted
Kinsale Insurance Company	A, X	Non-Admitted
Texas Insurance Company	A-, XI	Non-Admitted
Beasley (Lloyds) Insurance Company	A, XV	Non-Admitted
Evanston Insurance Company	A+, XV	Non-Admitted
Ascot Specialty Insurance Company (Ethos)	A, XIII	Non-Admitted
Certain Underwriter at Lloyd's of London (Ethos)	A, XV	Non-Admitted

Payment Options

Down Payment Amount	Coverage/s	Check Payable to	# of Installments	Installment Amount
Annual Pay	Property (All)	Fisher Brown Bottrell	N/A	N/A

Client Authorization to Bind Coverage:

We, City of Jackson, confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our (City of Jackson) responsibility to see that they are maintained accurately.

City of Jackson accepts the above coverages as proposed, including any initialed handwritten changes, by Fisher Brown Bottrell Insurance. Please bind coverages effective 8/15/24. I understand that this proposal is only an outline of the insurance policy. It does not include all of the terms, coverages, exclusions, limitations, and conditions included in the insurance policy. Regardless of the terms, limitations, and conditions carried in prior years, this proposal contemplates only the limited terms, conditions, warranties, and exposures represented herein. The insurance policies will include these specific details. An adjustment of premium(s) may be made at the time of policy issuance if necessary.

Signature:

Title:

Date:



U.M.R.: B1230QAP01067A24

GLOBAL RISKS

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of USD (5% of the Original Premium) \$87,500.00
	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Signature

WBC Syndicate 5886 on behalf of certain
underwriters at Lloyd's

Print Name

B1230QAP01067A24

Policy Number:

Date

LMA9184 - 09 January 2020

Lloyd's - \$25M Lead terrorism from

NOTICE-OFFER OF TERRORISM COVERAGE AND DISCLOSURE OF PREMIUM

You are hereby notified that under the federal Terrorism Risk Insurance Act, as amended ("the Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT, AS WELL AS INSURERS' LIABILITY FOR LOSSES, RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

COVERAGE FOR "INSURED LOSSES" AS DEFINED IN THE ACT IS SUBJECT TO THE COVERAGE TERMS, CONDITIONS, AMOUNTS AND LIMITS IN THIS POLICY APPLICABLE TO LOSSES ARISING FROM EVENTS OTHER THAN ACTS OF TERRORISM.

YOU SHOULD KNOW THAT UNDER FEDERAL LAW, YOU ARE NOT REQUIRED TO PURCHASE COVERAGE FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM. The Act provides that a separate premium is to be charged for insurance for an "act of terrorism" covered by the Act.

REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE

If you choose not to purchase coverage for certified acts of terrorism, you must check the Terrorism Coverage Rejection box below and sign and date in the space provided.

If you choose to purchase coverage for certified acts of terrorism, you must check the Terrorism Coverage Selection box below, sign and date in the space provided and remit the quoted premium amount indicated below.

<input type="checkbox"/>	TERRORISM COVERAGE REJECTION I hereby acknowledge that I have been notified of my right to purchase coverage for certified acts of terrorism and that I voluntarily elect not to purchase such coverage. I understand that I will have no coverage for losses arising from acts of terrorism as defined above.
<input type="checkbox"/>	TERRORISM COVERAGE SELECTION I hereby elect to purchase coverage for certified acts of terrorism for a premium of \$ <u>4,500.00</u>

Note: If you do not pay the premium as noted above, you will not have Terrorism Coverage under this policy, as defined in the Act. Failure to sign this form will neither grant nor invalidate coverage.

Applicant's Name

Authorized Signature

Print Name

ADF9005 0115

Kinsale Insurance Company

Insurance Company

Date

Policy Number/Effective Date

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the "Act"), you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Coverage under your policy may be affected as follows:

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY(IES) PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

	I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act, for a prospective premium of \$ 4,500.00
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Insured Name:

Insured Mailing Address:

Policyholder/Applicant's Signature

Texas Insurance Company
Insurance Companies

Print Name

Policy Number

Date

Please read all terms and conditions shown above carefully as they may not conform to the specifications shown in your submission. Coverage shall be subject to all terms and conditions of the policy to be issued which shall when delivered, replace the quote and binder.

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of USD \$4,500
	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Signature

on behalf of Beazley Excess and
Surplus Lines Insurance Inc

Print Name

Policy Number

Date



EVANSTON INSURANCE COMPANY
POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

Date: 07/12/2024

Policyholder/Applicant Name: City Of Jackson

Policy Number (if applicable):

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE
PLEASE "X" ONE OF THE BOXES BELOW AND TAKE THE ACTION INDICATED.

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage for a prospective premium of \$ 9,000.00
<input type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant Signature

Print Name

Date

TERRORISM COVERAGE DISCLOSURE NOTICE

TERRORISM COVERAGE PROVIDED UNDER THIS POLICY

The Terrorism Risk Insurance Act of 2002 as amended and extended by the subsequent Terrorism Risk Insurance Program Reauthorization Acts (collectively referred to as the "Act") established a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. An act of terrorism is defined as any act certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

In accordance with the Act, we are required to offer you coverage for losses resulting from an act of terrorism that is certified under the federal program as an act of terrorism. The policy's other provisions will still apply to such an act. This offer does not include coverage for incidents of nuclear, biological, chemical, or radiological terrorism which will be excluded from your policy. Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and not pay the premium? You may accept or reject this offer.

If your policy provides commercial property coverage, in certain states, statutes or regulations may require coverage for fire following an act of terrorism. In those states, if terrorism results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to Legal Liability coverage forms or Leasehold Interest coverage forms.

Your premium will include the additional premium for terrorism as stated in the section of this Notice titled **DISCLOSURE OF PREMIUM**.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% in years 2020 through 2027 of that portion of the amount of such insured losses that exceeds the applicable insurer deductible during Calendar Year 2020 and each Calendar Year thereafter through 2027.

DISCLOSURE OF CAP ON ANNUAL LIABILITY

If the aggregate insured terrorism losses of all insurers exceed \$100,000,000,000 during any Calendar Year provided in the Act, the Secretary of the Treasury shall not make any payments for any portion of the amount of such losses that exceed \$100,000,000,000, and if we have met our insurer deductible, we shall not be liable for the payment of any portion of such losses that exceeds \$100,000,000,000.

DISCLOSURE OF PREMIUM

Your premium for terrorism coverage is: **\$500.00**

(This charge/amount is applied to obtain the final premium.)

You may choose to reject the offer by signing the statement below and returning it to us. Your policy will be changed to exclude the described coverage. If you chose to accept this offer, this form does not have to be returned.

REJECTION STATEMENT

I hereby decline to purchase coverage for certified acts of terrorism. I understand that an exclusion of certain terrorism losses will be made part of this policy.

Policyholder/Legal Representative/Applicant's
Signature

City of Jackson

Named Insured

Print Name of Policyholder/Legal
Representative /Applicant

Arch Specialty Insurance Company
Insurance Company

Date:

Policy Number: ESP1047355-01

THIS NOTICE IS PROVIDED IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS NOTICE DOES NOT GRANT COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF COVERAGE UNDER THE POLICY. IF THERE IS A CONFLICT BETWEEN THIS NOTICE AND THE POLICY, THE PROVISIONS OF THE POLICY SHALL APPLY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

DISCLOSURE OF PREMIUM:

Total Terrorism Premium	\$5,500
Fire Following Premium	_____
Other than Fire Following Premium	_____

Disclosure of Terrorism Coverage Available

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from "acts of terrorism" defined in Section 102(1) of the Act as follows:

Any act or acts that are certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The premium charged for this coverage is provided in the SCHEDULE above and does not include any charges for the portion of loss that may be covered by the Federal Government as described below. This premium has been added to your policy and unless this form is signed and returned to us to reject terrorism coverage, coverage for Certified Acts of Terrorism is provided by your policy.

Your policy may contain other exclusions which could affect your coverage, such as an exclusion for Nuclear Events or Pollution. Please read your policy carefully.

Note for Commercial Property or Commercial Inland Marine Policyholders in Standard Fire States:

In Standard Fire states, terrorism exclusions make an exception for (and therefore provide coverage for) fire losses resulting from an act of terrorism. Any policyholder with a location that we insure in a Standard Fire State that rejects our offer of terrorism coverage in this form will still have coverage with us for fire losses resulting from an act of terrorism.

Explanation of Premium

If a dollar amount is shown for Fire Following Premium in the SCHEDULE above that means we insure a location of yours in a Standard Fire State. Fire Following Premium is shown in the SCHEDULE above regardless of whether a policyholder with a location that we insure in a Standard Fire State accepts or rejects terrorism coverage with us. Fire Following Premium represents the charge for the coverage we provide for fire losses resulting from acts of terrorism. Fire Following Premium does not include Other Than Fire Following Premium. All Other Than Fire Following Premium is shown in the Other Than Fire Following Premium field in the SCHEDULE above.

If a dollar amount is shown for Other Than Fire Following Premium in the SCHEDULE above that means you have accepted terrorism coverage with us. Other Than Fire Following Premium represents the charge for terrorism coverage. Other Than Fire Following Premium does not include Fire Following Premium. If applicable, all Fire Following Premium is shown in the Fire Following Premium field in the SCHEDULE above.

The dollar amount shown for Total Terrorism Premium in the **SCHEDULE** above represents the sum of premium for Fire Following Premium and Other Than Fire Following Premium.

Disclosure of Federal Participation In Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Cap on Insurer Participation In Payment of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Rejection of Terrorism Insurance Coverage*

I decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Applicant/Policyholder Signature

Print Name

Date

Merit Specialty

Insurance Company

F15 J122389 02

Quote or Policy Number

*If this policy is a renewal and:

- a. You have previously submitted a signed Rejection, you are not required to submit an additional Rejection at this time; or
- b. You have previously accepted coverage and now wish to reject, you are required to complete and sign the Rejection of Terrorism Insurance Coverage above.

Insured Name and Address:

Policy/Quote Number: 0

City of Jackson

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act (the Act), as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80%, BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM TO BE CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

The prospective premium required for your terrorism coverage is:

If you wish to reject this offer of coverage, you should check the box below, sign this notice and send it to your agent.

An exclusion of terrorism losses, as defined by the Act, will then be made part of your policy.

I hereby reject the offer of terrorism coverage. I understand that I will have no coverage for losses arising from acts of terrorism, as defined in the act.

If your policy includes Property Coverage in one or more of these states: CA, GA, HI, IA, IL, MA, ME, MO, NC, NJ, NY, OR, RI, WA, WI, or WV; the following statement applies:

The terrorism exclusion makes an exception for (and thereby continues your coverage for) property fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism - the coverage in your policy for such fire losses will continue. If such a loss occurs, and is certified under the Act, the loss will be reimbursed by the United States government under the formula detailed above.

The portion of your policy premium attributable to terrorism (fire only) coverage in all of the states listed above, in which your policy provides property coverage, is \$ Included. This amount is included in your policy premium and cannot be rejected.

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PHN 001 IL 12 20

If your policy includes Inland Marine Coverage in one or more of these states: CA, ME, MO, OR or WI, the following statement applies:

The terrorism exclusion makes an exception for (and thereby continues your coverage for) direct property damage fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to direct property damage fire losses resulting from an act of terrorism - the coverage in your policy for such fire losses will continue. If such a loss occurs, and is certified under the Act, the loss will be reimbursed by the United States government under the formula detailed above.

The portion of your policy premium attributable to coverage for direct property damage from fire resulting from terrorism in all of the states listed above, in which your policy provides Inland Marine coverage, is \$ Included. This amount is included in your policy premium and cannot be rejected.

	Homeland Insurance Company of New York
Policyholder/Applicant's Signature	Insurance Company
Print Name	Date

If you have any questions about this notice, please contact your agent.

Standards of Conduct

Fisher Brown Bottrell Insurance's Commitment

Fisher Brown Bottrell Insurance is committed to acting in its clients' best interests by providing quality products and services that meet as well as anticipate our clients' risk management needs. As an insurance agency, we maintain contractual agreements with various insurance companies that allow us to provide our clients with a variety of risk management options in products and services.

In meeting our clients' needs, we will take reasonable measures to obtain quotes from any insurer, with whom we have a business arrangement, which could be the best available insurance provider for our clients. Based on our experience and analysis of your insurance requirements, our agency will recommend the best insurer for your needs. Our associates will not place their own financial or other interests above that of our client.

Fisher Brown Bottrell Insurance's Remuneration and Other Income

Fisher Brown Bottrell Insurance is compensated for its services principally through commissions paid by insurance companies or fees paid –directly to us by our clients. Commissions are based on commission schedules established individually by each insurance company and are typically calculated as a percentage of the insurance premium. Client paid fees will be negotiated with you before coverage is bound. Commission and Fees are mutually exclusive, i.e. we will not charge a fee and a commission on the same policy.

Fisher Brown Bottrell Insurance also has a variety of compensation arrangements with insurance companies that are not client specific. We believe that these arrangements enhance our ability to access insurance markets and to negotiate favorable terms and conditions on behalf of our clients. You should be aware that we might receive additional income from the following sources:

Interest or Investment Income earned on insurance premiums held by us in Fiduciary Trust
Expense Allowances or Reimbursements from Insurance Companies and other vendors for (a) educational and professional development programs, (b) managing and administering certain binding authorities and other similar facilities, including claims which may arise, and (c) attendance at insurance company meetings and events, all of which we believe enable more efficient service and competitive terms to be provided to those clients for whom we consider the use of such facilities appropriate.
Our agency may also be eligible to receive various forms of incentive compensation, including contingent commission and other awards and bonuses. This incentive compensation is based upon a variety of factors that may include the volume, growth, profitability, and retention of business we place or other performance measures established by the individual insurers with whom we do business.

Any additional contingent commissions we receive from the insurer are paid directly to the agency and not to the individual employee who is working with you to obtain the products or services you requested.

Please feel free to ask any questions about our compensation generally, or as to your specific insurance proposal or placement, by contacting your Fisher Brown Bottrell Insurance Agent directly, or by calling our office. We welcome any comments or suggestion you may have for us.

Current Guide to Best's Ratings

For a complete explanation of Best's ratings, please refer to the *Best's Key Rating Guide*® Best's ratings reflect their independent opinion, but are not a warranty of a company's ability to meet its obligations to policyholders.

BEST'S RATINGS & BEST'S FINANCIAL PERFORMANCE RATINGS (FPR)

A.M. Best assigns two types of rating opinions, Best's Ratings (letter scale) and Best's FPR (numerical scale). Both ratings involve a quantitative and qualitative evaluation of a company's financial strength, operating performance and market profile. The analysis performed for assigning a Best's FPR is not as rigorous as it is for assigning a Best's Rating. The FPR is assigned to small or new companies which do not meet the criteria required for a Best's Rating. Both ratings provide an overall opinion of an insurance company's ability to meet its obligations to its policy holders.

Secure Best's Ratings

A++ and A+.....Superior
A and A-.....Excellent
B++ and B+.....Very Good

Vulnerable Best's Ratings

B and B-.....Fair
C++ and C.....Marginal
C and C-.....Weak
D.....Poor
E.....Under Regulatory Supervision
F.....In Liquidation
S.....Rating Suspended

Secure FPR Ratings

FPR 9.....Very Strong
FPR 8 and 7.....Strong
FPR 6 and 5.....Good

Vulnerable FPR Ratings

FPR 4.....Fair
FPR 3.....Marginal
FPR 2.....Weak
FPR 1.....Poor

NOT RATED (NR) CATEGORIES

Companies not assigned either a Best's Rating or FPR opinion are assigned to one of five NR categories. The NR category identifies the primary reason a rating opinion was not assigned to the company.

NR-1.....Insufficient Data NR-4.....Company Request
NR-2...Insufficient Size and/or Operating Experience NR-5.....Not Formally Followed
NR-3.....Rating Procedure Inapplicable

FINANCIAL SIZE CATEGORY (FSC)

Assigned to all companies and reflects their size based on their capital, surplus and conditional reserve funds in millions of U.S. dollars, using the scale below.

FSC I less than 1	FSC V 10 to 25	FSC IX 250 to 500	FSC XIII 1,250 to 1,500
FSC II 1 to 2	FSC VI 25 to 50	FSC X 500 to 750	FSC XIV 1,500 to 2,000
FSC III 2 to 5	FSC VII 50 to 100	FSC XI 750 to 1,000	FSC XV greater than 2,000
FSC IV 5 to 10	FSC VIII 100 to 250	FSC XII 1,000 to 1,250	

Explanation of Admitted Carrier and Non-Admitted Carrier

An **Admitted Insurer** is a company licensed or authorized to sell insurance to the general public. In the United States, admitted companies are licensed on a state-by-state basis and differentiated from surplus lines insurers, which are authorized to sell insurance in a state on a non-admitted basis.

A **non-admitted insurer** is an insurance company not licensed to do business in a certain state. Such insurers can nevertheless write coverage through an excess and surplus lines broker that is licensed in these jurisdictions.

Disclaimer

Important Notice: Your policies require timely payment of premiums to remain in force and effect!

Fisher Brown Bottrell Insurance Agency's Role If Your Insurer Cancels Your Policy

Any policies that we bind for you require you to pay the specified premiums as indicated in the policy documents and/or any billing statements from the company issuing the policy. If the insurance company does not receive your premium payments on the date due in a timely manner, your coverage could be interrupted or discontinued. Your policies do not have any "grace period".

In most states, state statute will limit an insurer's right to cancel a policy and requires the insurer (company issuing the policy) to provide notice to you when a policy is cancelled. Should you become aware of or receive a notice of cancellation on your policy, please contact us immediately so that we can help you with the situation. While we may receive notices of cancellations on client policies, an insurance company is not required to notify us with the same priority regarding cancellations as it owes to you, our customer.

Although state statute does not require us, as an agent, to provide any notice of policy cancellation to you, our client, should we become aware of a policy cancellation, and have not been contacted by you, we will attempt to contact you about the cancellation to try and assist you in working with your insurance company through the situation causing the cancellation.

Each and every policy cancellation is an independent event. Only an insurance company has the authority to determine whether a policy will be cancelled or reinstated if cancelled. Should such circumstances occur with your policy, we will do our best to assist you in this matter.

Surplus Lines Disclaimer

Persons insured by Surplus Lines Carriers do not have the protection of the Insurance Guaranty Association in their state to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

Some surplus lines (non-admitted) property insurance policies are written by multiple insurance companies and/or Lloyds of London syndicates. When multiple insurance companies or syndicates participate in underwriting the same property policy, the settlement of a claim can take longer than a policy where only one insurance company underwrites the policy. Since each insurance company or Lloyds of London syndicate must agree to the claim settlement terms, it can take longer for payment of any claim you may have under the policy.

Power of Attorney regarding Premium Financed Policies Disclaimer

Fisher Brown Bottrell Insurance has minimum premium qualifications for financing premiums with an outside finance company. If you meet the requirements and decide to finance your premium, please note there is a limited Power of Attorney in the Agreement. This gives power to the finance company to cancel the financed policy(s) in the event you default in making payments under the Agreement. If the finance company requests cancellation from the insuring company; and cancellation documents are issued by the insuring company, any request for reinstatement of coverage (due to acceptance of late payment by the finance company) does not necessarily obligate the insuring company to reinstate coverage.

Proposal of Risk Management and Insurance Services



P.O. Box 17
Jackson, MS 39205
Phone: (601) 960-1048

Presented by:

Fisher Brown Bottrell

A Marsh & McLennan Agency LLC Company

Brian Johnson, CWCU
Senior Executive Vice President
(601) 960-7459
bjohnson@fbbins.com

Disclaimer: The abbreviated outline of coverages used throughout this proposal are not intended to express any legal opinion as to the nature of the coverage. They are visuals to basic understandings of coverages. Please read your policy for specific details of coverages.

Important Notice: Please Read

This insurance proposal has been prepared expressly for your use and is intended to provide a simplified explanation of your business' insurance program. The proposal is based on the values developed and exposures to loss disclosed to us in our prior discussions with representatives of your company.

Notice Regarding Property Values

We are pleased to assist you with your own final determination of the values you decide to insure. The values shown are for illustration purposes only and do not warrant the actual value of the property.

Notice Regarding Higher Liability Limits

We are pleased to assist you with your own final determination of the values you decide to insure. Remember that your exposure to liability loss may exceed your limits of insurance as quoted in this proposal. Higher limits of liability may be available. Please let us know if you would like additional information or quote.

This proposal does not pre-empt or take the place of the actual insurance contracts. Please refer to actual policy language for specific terms, conditions and exclusions.

Fisher Brown Bottrell Insurance communicates with many of our clients through e-mail, voice mail, facsimile and other automated systems. We welcome these types of communication and encourage the use of any system that will expedite communication between a client and our company representatives.

However, due to the fact that we cannot control the message delivery and retrieval times of electronic system, leaving a message on the e-mail, voice mail or facsimile systems does not constitute the binding/altering of coverage in any way.

In the event you should have a specific question concerning this insurance proposal or coverage contained herein, please feel free to call a Fisher Brown Bottrell Insurance representative for assistance.

Service Team

Fisher Brown Bottrell Insurance takes a team approach to servicing our client's accounts. We draw on our associates' knowledge and training to provide the best service possible to you. Fisher Brown Bottrell Insurance feels that it is important to perpetuate your account within our agency as well as to make sure that accounts are serviced properly at all times.

Your Fisher Brown Bottrell Insurance Account Team is:

Business Insurance Consultant	Brian Johnson, CWCU bjohnson@fbbins.com (601) 960-7459
Account Executive	Rena Jamison, CIC, CISR, CSRM, PIAM, AINS rjamison@fbbins.com (601) 960-8252
Account Manager	Stephanie Steed ssteed@fbbins.com (601) 960-7464
Bond Account Manager	Angela Bullie abullie@fbbins.com (601) 960-7432
Claims Coordinator	Karen Booth-Belton, CISR kbooth@fbbins.com (601) 208-7506

Kinsale Insurance Company

A.M. Best Company Rating: A (Excellent)
Financial Size Category: X

QUOTE

RE: City of Jackson
PO Box 17
Jackson, MS 39205

Submission #:05014651
Quote Letter #:18008388

We are pleased to offer the following quote. This quote is valid until 08/15/2024 unless extended and agreed to in writing by us. Please read carefully as the terms and conditions of coverage may differ from those requested. **THIS IS NOT A BINDER OF INSURANCE.**

Company: Kinsale Insurance Company

Policy Term: 08/15/2024 - 08/15/2025

Limit(s) of Liability	\$5,000,000 p/o \$25,000,000 x/s \$25,000,000 Per Occurrence
Deductibles	As per underlying policy

	Minimum Premium Earned:	25.00%
Terrorism (Optional):	\$4,500	
Company Fees:	\$350	Coinsurance PD: N/A
		BI: N/A

Company Fees are fully earned. Premium is 100% minimum and deposit. Taxes, fees and surcharges are the responsibility of the broker. Once bound, coverage cannot be cancelled flat. If you cancel coverage or the policy, the greater of the minimum earned premium or the 10% short-rate penalty will apply.

Deductible Locations

As per underlying policy

Comments:

THIS POLICY MAY INCLUDE ONE OR MORE ENDORSEMENTS THAT LIMIT OR EXCLUDE COVERAGE FOR LOSS OR DAMAGE ARISING OUT OF WILDFIRE. PLEASE READ THE ENTIRE POLICY CAREFULLY.

Kinsale's Commercial Property Division will agree to bind this quote only if we have not already received another Commercial Property bind order for the same applicant. Kinsale will not bind more than one Commercial Property submission for the same applicant whether primary, excess, or any combination of these.

If any claims are reported to any primary carrier (for excess) or to Kinsale after a renewal quote has been issued, the renewal quote is withdrawn and may not be bound pending further review.

Refer to the pages following the quote for binding restrictions.

Copy of Primary Policy within 30 days of binding

Valuation:

Replacement Cost - PD

Contingencies:

This Quote is subject to our receipt and acceptance of the following items:

- 1) Copy of underlying quote PRIOR to binding, subject to review and approval.
- 2) Copy of primary binder/policy number at binding.

Contingency items must be submitted to a Kinsale Underwriter for favorable review prior to a bind request to confirm this quote remains valid. Quote is subject to revision or withdrawal pending final review.

Exclusions and Endorsements:

XPF1000-0820 - Excess Property Insurance Policy Declarations

PRP9003-0524 - Notice - Where to Report a Claim

ADF4001-0110 - Schedule of Forms

XPF1001-0921 - Excess Property Follow Form Policy Schedule of Underlying Insurance

XPF0001-0922 - Excess Property Policy

ADF9004-0110 - Signature Endorsement

ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders

ADF3002-0110 - Exclusion - Terrorism

IL0953-0115 - Exclusion of Certified Acts of Terrorism

PRP2002-1221 - Minimum Earned Premium Endorsement

XPF3006-0720 - Exclusion - Earth Movement (Defined)

XPF3008-0720 - Exclusion- Flood (Defined)

XPF2008-1121 - Occurrence Limit Of Liability Endorsement

XPF3029-0623 - Exclusion - Boiler and Machinery

XPF3030-0324 - Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)

No new business or increased coverage on in-force business shall be bound for any account with any properties/locations/operations subject to the perils falling into the below categories:

Earthquake: within 50 miles of the epicenter of an earthquake recorded at 5.0 or greater in the last 72 hours.

Flood: in areas with an imminent flood watch or warning as declared by NOAA or other governmental agencies in the last 72 hours.

Riot/Looting: within 5 miles of active riots/looting.

Wildfire: within 20 miles of an active wildfire.

Wind: in areas with a tropical storm warning or watch as declared by the National Weather Service or NOAA in the last 72 hours

Kinsale reserves the right to declare additional binding moratoriums as needed. Kinsale reserves the right to deny binding or bind with exclusions for the involved peril and/or property.

If any of the above categories apply before or after the account is quoted, the quote is immediately revised to automatically completely exclude the impacted properties unless and until a Kinsale underwriter approves a change to the quote. If any of the above categories apply, the broker must seek Kinsale approval to bind the account.



RIVINGTON
PARTNERS



On behalf of Texas Insurance Company, Rivington Partners is pleased to provide the following:

Property Quotation
Valid for Thirty (30) Days

Carriers: Texas Insurance Company
AM Best Rated 'A- u (Excellent)' XI

Named Insured: City of Jackson

Mailing Address: 200 S President St #523 Jackson, MS, 39201

Effective Date: August 15, 2024 **Expiration Date** August 15, 2025

Perils Insured: Risks of Direct Physical Loss or Damage excluding Flood, Earthquake and Boiler and Machinery

TIV: \$568,198,164

Policy Limit: \$5,000,000 part of \$25,000,000 Per Occurrence Excess of \$25,000,000 Per Occurrence

SuLimits: Sublimits are a part of, and not in addition to the Limit(s) of Liability as shown within this Quotation:

If Flood and/or Earthquake are covered perils, their limits are per occurrence and in the annual aggregate.

TERRORISM PREMIUM:

CARRIER	TERRORISM (Optional)	LIMIT
Texas Insurance Company	\$4,500	\$5,000,00

No flat cancellation permitted and inspection Fee is 100% earned

Minimum Earned Premium: 35.00% of total written premium

Deductibles: As per the controlling underlying policy

Policy Form: Follow Form Excess plus endorsements

Coverages: Real Property, Business Personal Property and Business Interruption

Locations: As per the current schedule on file with Rivington Partners

Please read all terms and conditions shown above carefully as they may not conform to the specifications shown in your submission. Coverage shall be subject to all terms and conditions of the policy to be issued which shall when delivered, replace the quote and binder.

Co-Insurance: N/A

Valuation: Property Damage: Replacement Cost
Time Element: Actual Loss Sustained

POLICYHOLDER NOTICE: Several Liability Notice and Lines Clause. Each listed Company's obligations under this contract of insurance to which it, they subscribe(s) is several and not joint and is limited solely to the extent of each individual's subscription and not that of any other subscribing insurer. Each individual participant is not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

This insurance, being signed for \$5,000,000 part of \$25,000,000 Per Occurrence Excess of \$25,000,000 Per Occurrence insures only that proportion of any loss, whether total or partial, including but not limited to that proportion of associated expenses, if any, to the extent and in the manner provided to this insurance.

Schedule of Participation :

Company: Texas Insurance Company

Participation Limit: \$5,000,000

Additional Conditions:

- Taxes, Fees and Filings (if applicable) are responsibility of the broker. Evidence of filing must be provided 15 days from date of binding. Risk is domiciled in MS.
- Please note the "Controlling underlying policy" means the insurance policy or policies designated as such in the Schedule of Underlying Insurance. If no policy is so designated, then the policy providing the layer of insurance immediately below this Policy's layer for a particular coverage, as shown in the Schedule of Underlying Insurance, will be deemed the "controlling underlying policy."
- Notice of Cancellation is 30 days, except Ten (10) days for Non-Payment Premium.
- This Quote is subject to disclosure of any claims or occurrences which may affect their policy which the applicant shall become aware of subsequent to the application data and prior to the inception date of coverage for this quote.
- Upon Binding, if Terrorism is rejected, we will need signed rejection by insured.
- Please be advised that the Broker is expected to comply with all state law requirements and your office is responsible for making State Surplus Lines Filings and remitting the applicable Surplus Lines taxes.
- The underlying controlling policy contains an absolute virus exclusion.
- Texas Insurance Company does not cover any loss directly or indirectly caused by virus or disease.
- Each sublimit stated in this policy and/or the controlling underlying policy is the maximum amount potentially recoverable from all insurance layers combined for all insured loss.
- Coverage may not be bound without confirmation in writing from Rivington Partners.

Schedule of Forms/Endorsements:

- SLP-DEC-CW-TIC-2110-001 Policy Declarations
- AUW-SLD-CW-NAC-2110-001 Surplus Lines Disclosure
- AUW-SFE-CW-NAC-2110-001 Schedule of Forms and Endorsements
- SLP-CRP-CW-NAC-2110-001 Claims Reporting Procedure
- AUW-PPS-CW-TIC-2110-001 Texas Insurance Company Privacy Policy Statement
- AUW-OFAC-CW-NAC-2110-001 US Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
- SLP-SSC-CW-NAC-2110-001 Service of Suit Clause (U.S.A.)
- SLP-POL-CW-NAC-2110-001 Commercial Property Excess Insurance Policy

Please read all terms and conditions shown above carefully as they may not conform to the specifications shown in your submission. Coverage shall be subject to all terms and conditions of the policy to be issued which shall when delivered, replace the quote and binder.

- **AUW-TRID-CW-NAC-2110-001** Notice of Terrorism Insurance Coverage – TRIA Declined
- **AUW-TRIA-CW-NAC-2110-001** Notice of Terrorism Insurance Coverage – Coverage Included
- **SLP-SUL-CW-NAC-2110-001** Sublimits of Liability Definition
- **AUW-MAPE-CW-NAC-2110-001** Microorganism Exclusion Endorsement
- **AUW-CDE-CW-NAC-2110-001** Communicable Disease Exclusion Endorsement
- **AUW-NBE-CW-NAC-2110-001** Nuclear, Radioactive, Biological or Chemical Materials Exclusion Endorsement
- **AUW-PCDE-CW-NAC-2110-001** Property Cyber and Data Exclusion Endorsement
- **AUW-PLE-CW-NAC-2110-001** Pollution Exclusion Endorsement
- **AUW-WTE-CW-NAC-2110-001** War and Terrorism Exclusion Endorsement
- **AUW-SLE-CW-NAC-2110-001** Sanction Limitation and Exclusion Endorsement
- **SLP-LWAE-CW-NAC-2110-001** Land Water and Air Exclusion Endorsement
- **SLP-MEPE-CW-NAC-2110-001** Minimum Earned Premium Endorsement

Please read all terms and conditions shown above carefully as they may not conform to the specifications shown in your submission. Coverage shall be subject to all terms and conditions of the policy to be issued which shall when delivered, replace the quote and binder.

QUOTE

In accordance with your request for a proposal and based on the information submitted, we are pleased to offer the following quote.

Insurer: Beazley Excess and Surplus Insurance, Inc.

Insured's Name: City of Jackson

Location(s): As per schedule on file with Underwriter

Policy Period: From: 15-Aug-2024
To: 15-Aug-2025
Both dates at 12:01 a.m. Standard Time at the Insured's Address

Limit of Liability	Peril(s)	Coverage(s)
\$5,000,000 Part Of \$25,000,000 Excess Of \$25,000,000 Per Occurrence	As Per Primary Form Excluding the Perils of Flood and Earth Movement	Buildings Personal Property Business Income
Location: All/All		

Deductible	Peril(s)
\$250,000 Underlying Deductible	As Per Primary Form
As stated within the Primary Insurers Policy as detailed herein	

Coinsurance	Valuation	Coverage(s)
Nil	Replacement Cost	Buildings Personal Property
Nil	Actual Loss Sustained	Business Income

Total Insurable Value: \$568,198,164

Min. Earned Percent: 35%
T.R.I.A.*: \$4,500 + Taxes and Fees
Equipment Breakdown*: Not Applicable
Inspection Fees: \$0

*Optional Coverages must be either elected for the additional premium listed or declined at the time of binding.

Quote Comments: Covered Property, Coverages And Extensions as per Primary/Lead Policy form.

Following the same terms, conditions, limitations, and exclusions as per Lexington Insurance Company Policy; Pol. #061384499 unless otherwise amended herein.

Forms and Endorsements Effective at Inception:

FS C 590 03 21	A Scheduled Policy
B-NACP-0524-001	Property General Cover Policy Form
B-NACP-0424-005	General Cover Declarations Page
FS C 423 02 17	Supplemental Declarations Page
FS C 424	Schedule of Forms and Endorsements
NACP-0923-040	Excess Physical Damage Form - No Drop Down Provision
NACP-0923-049	Time Element Extension
LMA5130	Application of Sublimits Endorsement
FS C 407 04 09	Minimum Earned Premium Clause
NACP-0323-026	Beazley Amendatory Endorsement
LMA5599	Values Limitation Endorsement
LMA5393	Communicable Disease Endorsement
LMA5400	Property Cyber and Data Endorsement
LMA5401	Property Cyber and Data Exclusion
NACP-0523-007	Participation Clause
NACP-0123-008	Prior Loss Clause
LSW 1001	Several Liability Notice
LMA5019	Asbestos Endorsement
NMA2962	Biological or Chemical Materials Exclusion
LMA5018	Microorganism Exclusion
NMA1191	Radioactive Contamination Exclusion Clause
LMA3100A	Sanctions Limitation Clause
NMA2340	Seepage & Pollution, Land, Air Water Exclusion & Debris Removal Endorsement
NMA2920	Terrorism Exclusion
NMA0464	War and Civil War Exclusion Clause
LMA5390	TRIA Not Purchased Clause
LMA5389	TRIA Purchased Clause

Subjectivities:

1. Lead Carrier Policy # required at binding and a copy of lead policy once issued

Commission percentages shown are for direct commission only and do not include any applicable contingent commission or other forms of compensation.

This quote is being offered on the basis shown above. It does not necessarily provide the terms and/or coverages requested in your submission. This Property Quote is valid for Thirty (30) days.

This quote is based on information provided per your submission and is strictly conditioned on no material change in the risk occurring between the date of this quote and the inception date of the proposed policy. In the event of such a change in risk, the insurer may, in its sole discretion, whether or not this quote has already been accepted by the insured, modify and/or withdraw this quote.

Beazley Excess and Surplus Insurance, Inc. with which the coverage is being quoted is not licensed to do insurance business in this state and are not subject to supervision by this state. In the event of the insolvency of a surplus lines insurer, losses will not be covered by any state insolvency fund. If this

quote is bound, the policy may not be subject to all of the regulations of the superintendent pertaining to rates and policy forms.

This quote is contingent upon proper surplus lines broker licensure in the Insured's home state. Coverage will not be bound if licensure requirements are not met. Additional information can be found under Broker Access/FAQ at BEAZLEY.COM

BEAZLEY EXCESS AND SURPLUS INSURANCE, INC ("BESI") IS BEAZLEY'S NEW DOMESTIC SURPLUS LINES INSURER. BESI MAINTAINS THE SAME AM BEST RATING AND THE SAME POLICY FORMS AS THE EXPIRING POLICY THAT UTILIZED BEAZLEY'S LLOYD'S PLATFORM. BEAZLEY SEEKS TO TRANSITION ITS US PLACED SURPLUS LINES BUSINESS FROM OUR LLOYD'S PLATFORM TO US BASED BESI. HOWEVER, IF THE INSURED WOULD LIKE A RENEWAL QUOTE THAT UTILIZES BEAZLEY'S EXPIRING LLOYD'S PLATFORM, PLEASE CONTACT YOUR UNDERWRITER.

No Cover Given

Full terms and conditions not enclosed, these terms are for quotation purposes only



QUOTE PROPOSAL

Named Insured: City of Jackson Attn: Risk Management	
Address: P.O. Box 17	
City, State, Zip: Jackson, MS 39205	

Writing Company: AIX Specialty Insurance Company - A Rated (Non Admitted)

Account Number: 1503214025
Policy Term: 8/15/2024 to 8/15/2025
Coverage Type: Commercial Property Coverage
Transaction Type: Renewal
Quote Date: 6/3/2024
Covered Work or Operations: Vacant -

This quote is valid for thirty (30) days or until the policy effective date, whichever is later. The terms and conditions offered may not match what is requested on the application. Unless indicated on this quote, coverage is not extended to additional insured's even though they may appear on the application.

Minimum Retained Premium = 35%

LOCATIONS:

Location: 1 1301 Metrocenter, Jackson MS, 39209

PROPERTY**COVERAGES:**

Loc	Bldg.	Coverage	Limit	Co-Ins %	Valuation	Cause Of Loss
1	1	Building	\$9,259,815	80	ACV	Basic

Property Deductible = See Form

Property Optional Coverages:

Coverage	Limit	Co - Ins %	Deductible
Equipment Breakdown	\$9,259,815		\$10,000

THE FOLLOWING POLICY FORMS AND ENDORSEMENTS APPLY TO THE POLICY:**Policy**

Form Number	Form Name
801-0224 07 23	CUSTOMER NOTICE OF PRIVACY
801-0107 06 13	MS SURPLUS LINES NOTICE
801-0222 08 17	CLAIM NOTICE
801-0331 05 23	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
801-0297 08 21	AVAILABILITY OF LOSS CONTROL SERVICES
IL P 001 01 04	OFAC - U S TREASURY DEPARTMENT OFFICE OF FOREIGN ASSETS CONTROL
801-0153 04 20	COMMON POLICY DECLARATIONS
801-0154 03 14	FORMS DECLARATIONS
IL 00 17 11 98	COMMON POLICY CONDITIONS
IL N 001 09 03	FRAUD STATEMENT

801-0136 04 23	SERVICE OF SUIT CLAUSE
IL 02 82 09 08	MISSISSIPPI CHANGES - CANCELLATION AND NONRENEWAL
IL 09 52 01 15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
801-0077 06 20	MINIMUM RETAINED PREMIUM ENDORSEMENT
AIL0016 11 17	SIGNATURE PAGE

Property

Form Number	Form Name
801-0157 03 14	PROPERTY DECLARATIONS
801-0162 04 15	PROPERTY SUPPLEMENTAL DECLARATIONS
801-0164 07 15	COMMERCIAL LINES POLICY PROPERTY SCHEDULE
CP 00 10 10 12	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CP 00 90 07 88	COMMERCIAL PROPERTY CONDITIONS
CP 10 10 10 12	CAUSES OF LOSS – BASIC FORM
801-0327 05 23	EQUIPMENT BREAKDOWN COVERAGE (INCLUDING ELECTRONIC CIRCUITRY IMPAIRMENT)
801-0129 06 13	ACTUAL CASH VALUE
801-0133 06 13	POLLUTION EXCLUSION (PROPERTY)
801-0134 06 13	ASBESTOS EXCLUSION
801-0135 06 13	ABSOLUTE MOLD EXCLUSION (PROPERTY)
801-0152 01 14	LIMITATIONS ON COVERAGE FOR ROOF SURFACING
801-0160 05 14	TOTAL LOSS ENDORSEMENT - PROPERTY
801-0167 07 15	ALUMINUM WIRING EXCLUSION
801-0165 04 23	PROTECTIVE SAFEGUARDS
801-0170 11 15	EXCLUSION - PRE-EXISTING DAMAGE

801-0339 06 23	TOTAL WATER EXCLUSION
801-0337 05 23	EQUIPMENT BREAKDOWN COVERAGE SCHEDULE
CP 01 40 07 06	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
801-0343 08 23	FULLY EARNED PREMIUM
CP 03 21 10 12	WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE
CP 04 50 07 88	VACANCY PERMIT
CP 10 33 10 12	THEFT EXCLUSION
CP 10 56 06 07	SPRINKLER LEAKAGE EXCLUSION
CP 10 75 12 20	CYBER INCIDENT EXCLUSION
CP 12 18 10 12	LOSS PAYABLE PROVISIONS
IL 09 35 07 02	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

THIS QUOTATION IS SUBJECT TO RECEIPT AND REVIEW OF THE FOLLOWING INFORMATION:

Property Subjectivities:

- Prior to binding, the Disclosure Pursuant to Terrorism Risk Insurance Act notice must be completed and returned.
- Within 30 days of binding coverage, submit a signed/dated original application.
- Quote subject to receipt, review and acceptance of 5 years currently valued company Property Loss Runs to be received at binding.
- Risk is in PC 5 or better unless file otherwise documented.
- This quote / policy is subject to no unrepaired damage at time of binding.
- This quote / policy is subject to no aluminum wiring present.
- This quote / policy is subject to having no Federal Pacific Electric Stab-Lok, circuit breaker panels.
- This quote / policy is subject to the risk not being listed on any National, State or local historic register listing.
- Prior to binding, receipt of a completed and signed Surplus Lines Letter.

TERMS AND CONDITIONS:

Property Terms and Conditions:

- This quote is valid for thirty (30) days or until the policy effective date shown below, whichever comes first.
- Property coverage is not written on a blanket basis. Values are to be scheduled as per application/SOV on file with company. No coverage is afforded to any locations where value is indicated as included.
- Smoke detectors and Fire Extinguishers as required by local code at time of loss.
- Compliance with all reasonable loss control recommendations is required.
- Premium, terms and conditions are subject to change upon receipt of subjectivities or based on additional information received.
- The coverages, terms and conditions shown on the quotation are what we are willing to provide on this risk as it was presented to us.

- Terrorism coverage will be considered accepted and such coverage will be included without the signed and dated Disclosure Pursuant to Terrorism Risk Insurance Act notice prior to binding. Terrorism forms will be determined by the insured's acceptance or rejection.

This quote is being offered based on the information submitted to us by the applicant. By accepting this quote, the applicant warrants that the information is true and complete and that no material facts have been misrepresented, omitted or suppressed.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

CLAIM NOTICE

In the event of claim to which this policy may apply, please give immediate notice in either of the following ways, to:

Merit Specialty (Hanover Insurance Group)

By phone: 1(800) 628-0250

E-Mail addressed to: esclaims@hanover.com

E-mail is the preferred method of receiving claim notice information, but either of the above methods of notification will generate an acknowledgement of receipt of claim with a claim number and all of the claim adjusters' contact information.



RE: Property Quote

Optional \$25M x \$50M

Submission Number: 584641
Company: Landmark American Insurance Company
 (A.M. Best rating: A++ XIV and S&P rating: AA+)
Coverage: Property
Insured: City of Jackson / Jackson MS
 Jackson, MS
Policy Dates: August 15, 2024 - August 15, 2025
Property Limits: \$25,000,000 Per Occurrence, subject to conditions of the Scheduled Limit of Liability form
In Excess Of: \$50,000,000 Per Occurrence
Valuation: Follows primary
Total Insured Value: \$568,198,164
Coverages:

- Building
- Personal Property
- Business Income with Extra Expense including "Rental Value"

Perils: Special Excluding Flood & Earth Movement

- Excluding Earth Movement Sprinkler Leakage

Form: RSUI Excess Physical Damage Form - 2022 Edition
Remarks: In addition to underlying limits, this coverage attaches excess of primary deductibles.

**THE PREMIUM AMOUNT DOES NOT INCLUDE SURPLUS LINES TAX.
 YOUR OFFICE IS RESPONSIBLE FOR THE COLLECTION AND FILINGS.**

Optional \$75M x \$75M



EXCESS PROPERTY QUOTATION

Policy Period: From: 8/15/2024
To: 8/15/2025

Insured: City of Jackson

Excess Insurance Company: Homeland Insurance Company of New York
Non-admitted

Minimum Earned Premium: 35% of the premium is earned at inception.

**** NO FLAT CANCELLATIONS ****

MS

Intact Insurance is the marketing brand for the insurance company subsidiaries of Intact Insurance Group USA LLC, including Atlantic Specialty Insurance Company, a New York insurer, Homeland Insurance Company of New York, a New York insurer, Homeland Insurance Company of Delaware, a Delaware insurer. Each of these insurers maintains its principal place of business at 605 Highway 169 N, Plymouth, MN 55441.



EXCESS PROPERTY QUOTATION

**Thank you for the opportunity to provide you with this quote.
We are able to quote coverage under the terms and conditions as follows.**

Excess Limit of Liability and Participation:

\$75,000,000 (being 100.0% part of \$75,000,000) Per occurrence

Attachment Point:

\$75,000,000 Per occurrence

Sublimits:

As provided by the primary policy form.

Reported Values: \$568,198,164

Valuation:

Property insured under the Policy will be valued according to the terms of the Primary Underlying Insurance Policy.

Cancellation:

Subject to any state regulations or statutes which govern the notice period, the cancellation notice period is 30 days. The cancellation notice period for nonpayment of premium is 10 days.

Intact Insurance is the marketing brand for the insurance company subsidiaries of Intact Insurance Group USA LLC, including Atlantic Specialty Insurance Company, a New York insurer, Homeland Insurance Company of New York, a New York insurer, Homeland Insurance Company of Delaware, a Delaware insurer. Each of these insurers maintains its principal place of business at 605 Highway 169 N, Plymouth, MN 55441.



EXCESS PROPERTY QUOTATION

Conditions:

- At the time of binding, please provide this Company with the following:
 - A copy of the primary binder;
 - The completed and signed SURPLUS LINES PRODUCER CERTIFICATION form;
 - The completed and signed Terrorism Coverage Election Form.
- You must have this Company's permission to bind coverage.
- This Quote is valid until the proposed effective date or for 30 days if none is specified.
- Recovery will be limited to the values shown on the application. Refer to the Occurrence Limit of Liability Endorsement attached to this Quote.
- Newly acquired properties must have the underwriter's prior approval.
- This excess insurance shall not be considered other insurance for the purposes of any "Other Insurance" clause in the primary policy.
- Any coinsurance clause, references to pro rata liability, pro rata distribution or any other apportionment clause will be deleted from the primary policy.
- **Salvage or Recoveries:** When, in connection with any loss under this Policy, any salvage or recovery is received after loss settlement, the loss will be calculated on the basis on which it would have been settled had the amount of salvage or recovery been known at the time the loss was originally determined. Any amounts thus found to be due either party from the other will be paid promptly. The expense of all proceedings necessary to such recoveries will be apportioned between the interests concerned in the ratio of their respective recoveries as finally settled. If there should be no recovery and proceedings are conducted solely by this Company, this Company will pay such expenses.
- Insured must maintain the following **Protective Safeguards:**
 - X P-1 Automatic Sprinkler System
 - X P-9 Protective System described as:
Per the primary

Applies at the following locations:
Per Schedule of Values on file with the Company.

Subject to Intact Follow Form and Endorsements pending review and approval of the primary policy form.

Underwriter Comments:

- * **Premium will be waived for endorsements of less than \$100.**
- * **Cosmetic Loss or Damage to roofs is excluded.**

Intact Insurance is the marketing brand for the insurance company subsidiaries of Intact Insurance Group USA LLC, including Atlantic Specialty Insurance Company, a New York insurer, Homeland Insurance Company of New York, a New York insurer, Homeland Insurance Company of Delaware, a Delaware insurer. Each of these insurers maintains its principal place of business at 605 Highway 169 N, Plymouth, MN 55441.

Optional \$75M x \$75M



EXCESS PROPERTY QUOTATION

Forms and Endorsements:

X Excess Property Policy Declarations	OBSP 100 04 16
X Excess Property Policy – Following Form	OBSP 001 01 23
X Excess Property Conditions	OBSP 002 04 16
X Additional Interests Endorsement	OBSP 241 04 16
X Aluminum Wiring Coverage Limitation	OBSP 234 04 16
X Claim Reporting Options	PHN 049 OBSP 04 16
X Limitations on Roof Surfacing - B	OBSP 251 12 23
X Loss Occurrence Limit of Liability – Reported Value	OBSP 204 04 20
X Ordinance or Law Exclusion	OBSP 206 01 19
X Permission to Add Locations	OBSP 238 04 16
X Protective Safeguards Endorsement	OBSP 207 03 19
X Service of Suit Endorsement	OB IL 001 10 15
X U.S. Treasury OFAC Advisory Notice	IL P 001 01 04
X Wood Shingle Coverage Limitation	OBSP 226 04 16
X Policyholder Disclosure Notice of Terrorism Insurance Coverage	PHN 001 IL 12 20
X Policyholder Disclosure Notice of Terrorism Insurance Coverage (If Terrorism Insurance Coverage is Rejected)	PHN 002 IL 12 20
X Exclusion of Certified Acts of Terrorism (If Terrorism Insurance Coverage is Rejected)	OBSP 219 09 15
X Policyholder Disclosure Notice of Terrorism Insurance Coverage (If Terrorism Insurance Coverage is Accepted)	PHN 003 IL 12 20
X Cap on Losses from Certified Acts of Terrorism (If Terrorism Insurance Coverage is Accepted)	OBSP 218 09 15
X Required state amendatory endorsements and notices	
X Mississippi Changes - Cancellation and Nonrenewal	OBSP 607 MS 04 16
X EIFS Limitation (Water Damage, Windstorm and Hail Exclusion)	OBSP 262 06 22

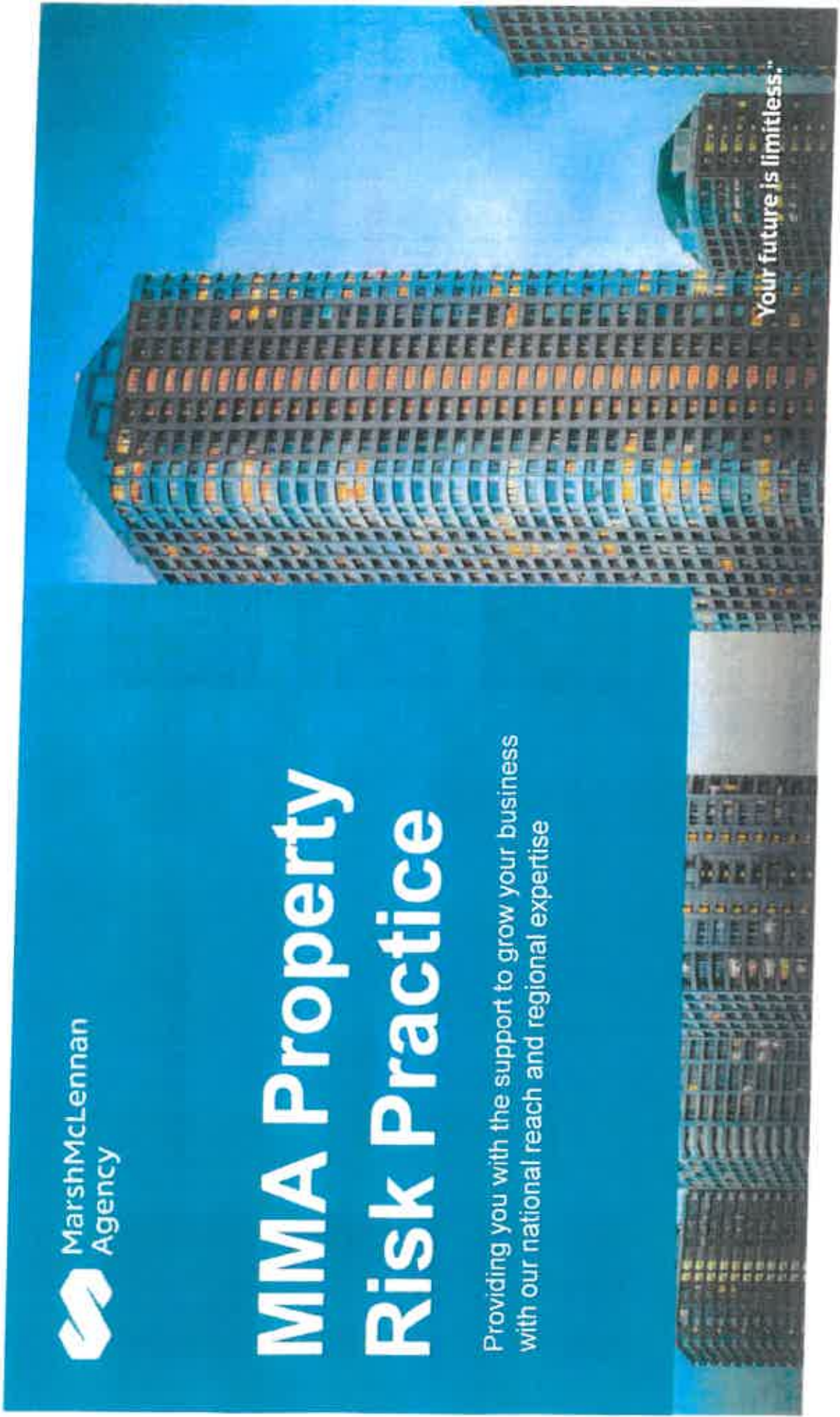
Fisher Brown Bottrell
A MarshMcLennan Agency LLC Company



MMA Property Risk Practice

Providing you with the support to grow your business
with our national reach and regional expertise

Your future is limitless.



Property innovation supports MMA clients



Property expertise



Collaboration



Data and analytics



Market insight



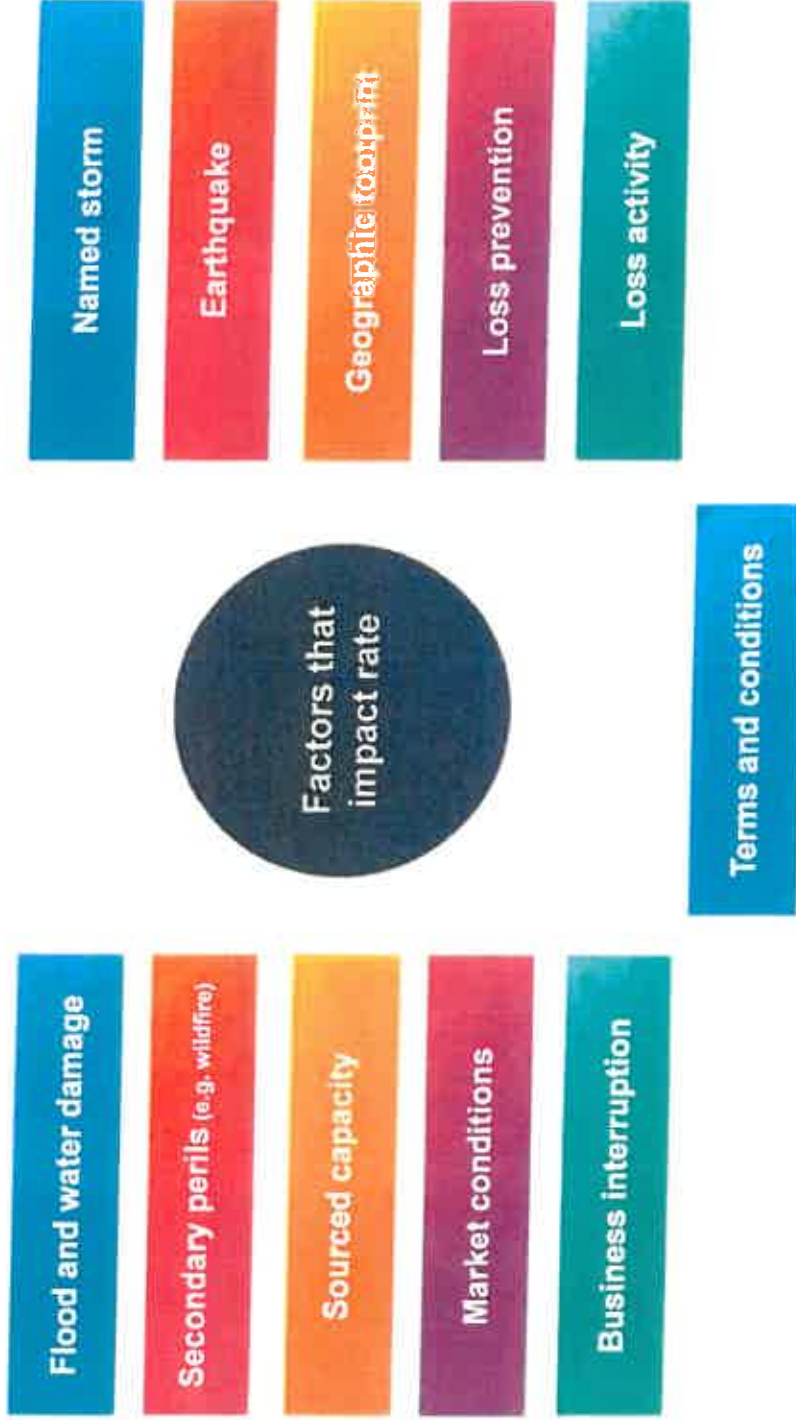
Loss prevention/protection



Loss recovery

Market dynamics

Rating factors impacting your insurance costs



Market dynamics

What characteristics define a hard market?



Macro headwinds

Rising inflation
(economic and social)

Rising
interest rates

Ongoing war
in Ukraine

Supply chain
disruptions

Climate
change anxiety

Global natural
catastrophe loss activity

Constrained
reinsurance capacity

Lack of
new capital

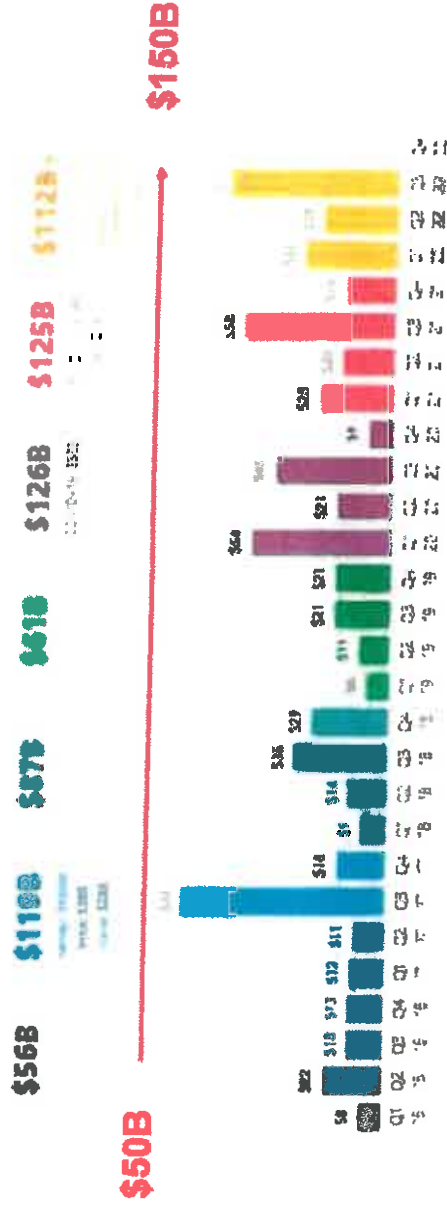
Market dynamics

What characteristics define a hard market?

Frequency and severity of catastrophic losses
(aka # of claims and average cost of those claims)

- Multiple disasters since 2017

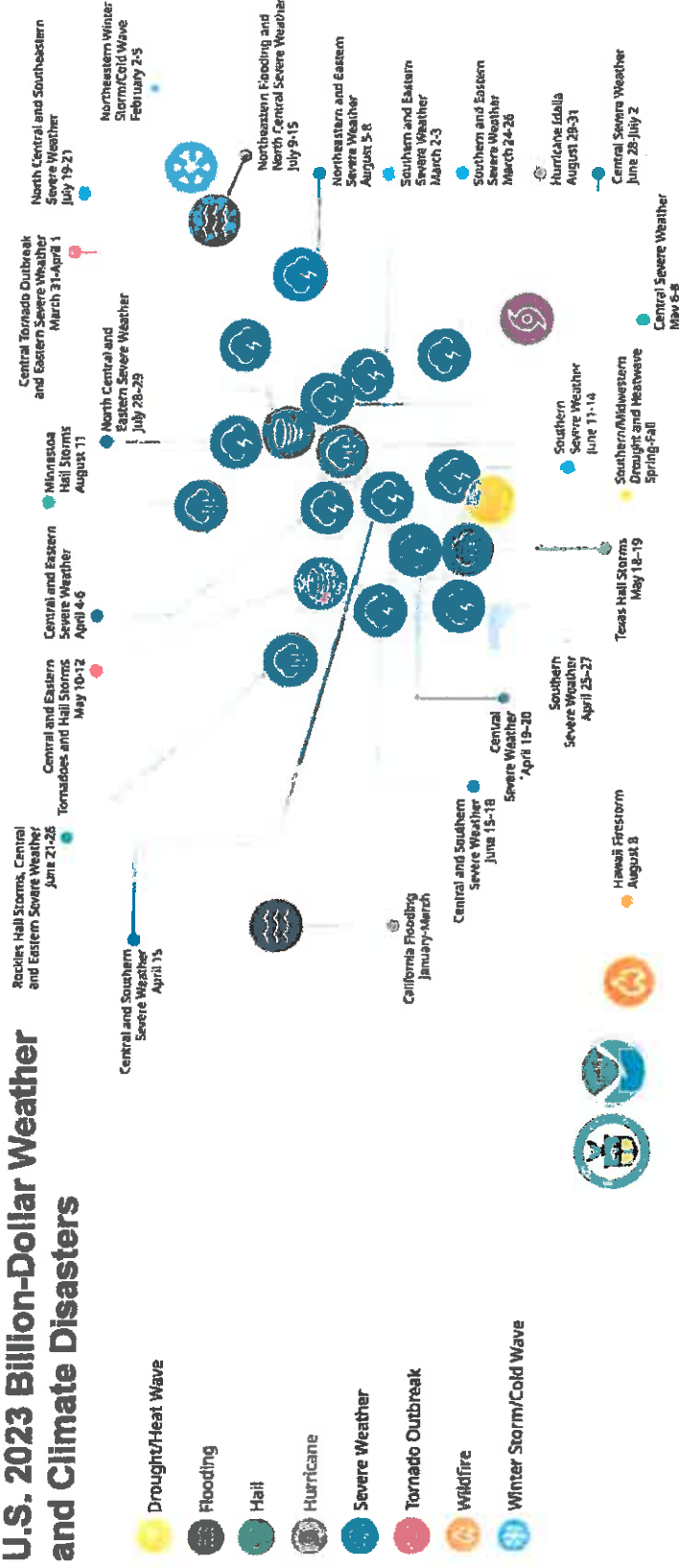
Significant global insured losses 2016 to 2022 (\$B)



Market dynamics

Natural disasters on the rise – frequency and severity is a growing concern

U.S. 2023 Billion-Dollar Weather and Climate Disasters



This map denotes the approximate location for each of the 24 separate billion-dollar weather and climate disasters that impacted the United States in 2023.

For internal use only. Source: NOAA National Centers for Environmental Information (NCEI) U.S. Billion-Dollar Weather and Climate Disasters (2023). <https://www.ncei.noaa.gov/access/billions/>, DOI: 10.25921/bdw-7n73

Fisher Brown Bottrell

A Marsh & McLennan Agency LLC Company

Property hard market opportunities

Fact-based decision-making analytics and data management

1

Data quality

- Identify any missing data and strive to ensure data quality is as accurate as possible
- Make sure underwriters are working with accurate information

2

Cost drivers

- Understand past losses
- Map out loss scenarios
- Prioritize and address key loss control recommendations from the carrier(s)

3

Valuations

- Validate building, equipment, and business interruption values through multiple benchmarks
- Question inflationary factors (sometimes over 10%) from carriers to be sure they are justified

4

Analytics

- Re-analyze risk tolerance threshold
- Enable financial awareness to drive long-term capital risk decisions
- Utilize a robust asset valuation methodology, especially for unique equipment

AMWINS

GLOBAL RISKS

U.M.R.: B1230QAP01067A24

RISK DETAILS**UNIQUE MARKET
REFERENCE:**

B1230QAP01067A24

TYPE:ALL RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE INSURANCE INCLUDING
FLOOD AND EARTH MOVEMENT**INSURED:**

City of Jackson

ADDRESS:

200 South President Street, Jackson, MS 39201-4307

PERIOD:

From: 15-August-2024

To: 15-August-2025

Both days at 12.01 a.m. Local Standard Time at the location of the property insured

INTEREST:

Real and Personal Property and Time Element

LIMIT OF LIABILITY: USD 25,000,000 each Loss Occurrence (sublimited as attached)

Causes subject to an aggregate limitation:

<u>causes</u>	<u>aggregate</u>
Earth Movement	Nil
Flood	Nil

VALUES DECLARED: Total Values Declared USD 568,198,164 split -

USD 542,295,464	Buildings
USD 24,902,700	Contents
USD 1,000,000	Business Interruption

**COINSURANCE
PERCENTAGE:**

Nil

DEDUCTIBLE(S):Policy Deductible: USD 100,000 applicable to all covered loss or damage unless
otherwise stated below or in this Policy.Earthquake - 250,000 for all covered loss or damage arising out of Earth Movement
(other than as set forth in this Earth Movement Deductible section).Named Storm - 3.00% of Total Insurable Values at the time of the loss at each
Insured Location involved in the loss or damage, subject to a minimum of USD
100,000 any one Occurrence for all covered loss or damage arising out of Named
Storm (other than as set forth in this Named Storm Deductible section).Flood – USD 250,000 for all covered loss or damage arising out of Flood (other than
as set forth in this Flood Deductible section).

Special Flood Hazard Area (SFHA) –



GLOBAL RISKS

U.M.R.: B1230QAP01067A24

For all covered loss or damage arising out of Flood at an Insured Location wholly or partially in a Special Flood Hazard Area (SFHA) at the time of loss as defined by the Federal Emergency Management Agency (FEMA), each of the below deductibles will be applied separately:

- a. USD500,000 for each Building at the Insured Location.
- b. USD500,000 for all personal property contained within each Building at the Insured Location; and
- c. USD250,000 for all covered Time Element loss at each such Building at the Insured Location (whether provided under any Additional Coverages, Additional Time Element Coverages, or elsewhere in this Policy).

TERRITORIAL LIMITS: Various locations in Mississippi as per Schedule seen and agreed by Slip Leader and held on file in the offices of Amwins Global Risks Limited.

CONDITIONS:

- 1) LMA 3022 (amended), as attached.
- 2) LMA 5038 – Replacement Cost Endorsement
- 3) LMA 5039 – Business Interruption Extension
- 4) LMA 5040 (amended) – Contingent Business Interruption Extension
- 5) LMA 5044 (amended) – Contingent Extra Expense Extension
- 6) LMA 5041 – Off Premises Utilities Services Clause (Business Interruption)
- 7) LMA 5045 – Off Premises Utilities Services Clause (Extra Expense)
- 8) LMA 5042 – Rental Income Extension
- 9) LMA 5043 – Extra Expense Extension
- 10) LMA 5153 – Expediting Costs Extension
- 11) LMA 5151 – Accounts Receivable Extension
- 12) LMA 5152 – Errors and Omission Extension
- 13) LMA 5154 – Fire Brigade Charges and Extinguishing Expenses Extension
- 14) LMA 5155 – Land and Water Contaminant or Pollutant Clean-up, Removal and Disposal Extension
- 15) LMA 5161 (amended) – Civil or Military Authority Extension (Business Interruption)
- 16) LMA 5162 (amended) – Civil or Military Authority Extension (Extra Expense)
- 17) LMA 5164 (amended) – Ingress/ Egress Extension (Business Interruption)
- 18) LMA 5165 (amended) – Ingress/ Egress Extension (Extra Expense)
- 19) It is noted and agreed that EXCLUDED PROPERTY 10 is amended to read: bills, deeds and evidence of debt;
- 20) LMA 5186 – Valuable Papers and Records Extension
- 21) LMA 5166 – Professional Fees Extension (Claims Preparation Costs)
- 22) Fine Arts Extension
- 23) Research and Development
- 24) Commissions, Profits and Royalties
- 25) Service Interruption Property Damage
- 26) Miscellaneous Unnamed Locations
- 27) Extended Period of Indemnity Endorsement
- 28) Extended Period of Indemnity Endorsement (Rental Income)
- 29) 664THBNA00124 – Delay in Opening/ Soft Costs Coverage Extension
- 30) Leasehold Interest Extension
- 31) Impounded Water Clause
- 32) Defense Costs
- 33) It is noted and agreed that EXCLUDED PROPERTY 7 is amended to read: awnings, glass or any ornamentation or lettering thereon;
- 34) LMA 5163 – Decontamination Costs Extension
- 35) LMA 5046 (amended) – Automatic Acquisition Clause
- 36) It is noted and agreed that EXCLUDED CAUSES OF LOSS 16 is deleted
- 37) It is noted and agreed that EXCLUDED PROPERTY 4 is deleted



GLOBAL RISKS

U.M.R.: B1230QAP01067A24

- 38) LMA 5047 – Property in Course of Incidental Construction
- 39) Municipal Ordinance Extension – including Time Element
- 40) NMA 2920 – Terrorism Exclusion Endorsement
- 41) LMA 5390 – U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause
- 42) It is noted and agreed that EXCLUDED PROPERTY 8 is deleted
- 43) LMA 5059 – Transit Extension
- 44) NMA 45 (amended) – New Short Rate Cancellation Table Endorsement (U.S.A.)
- 45) NMA 2341– Land, Water and Air Exclusion
- 46) NMA 2342 – Seepage and/ or Pollution and/ or Contamination Exclusion USA & Canada.
- 47) NMA 2802 – Electronic Date Recognition Exclusion (EDRE)
- 48) NMA 2962 – Biological or Chemical Materials Exclusion
- 49) LMA 5018 – Microorganism Exclusion (Absolute)
- 50) 664THBNA00198 – Minimum Earned Premium Clause (35%)
- 51) 664THBNA00196 – Loss Payee(s) and/or Mortgagee(s) interest Clause
- 52) It is noted and agreed that EXCLUDED PROPERTY 6 is deleted and replaced by 664THBNA00204 – Vacancy Clause
- 53) It is noted and agreed that EXCLUDED PROPERTY 12 is amended to read: animals;
- 54) Preservation of Property Clause
- 55) LMA 3100A – Sanctions Limitation Clause
- 56) LMA 5130 – Application of Sublimits Endorsement
- 57) LMA 5393 – Communicable Disease Endorsement
- 58) LMA 5583B – Territorial Exclusion – Russia, Ukraine and Belarus
- 59) LMA 5400 – Property Cyber and Data Endorsement
- 60) 60 Days Cancellation Clause
- 61) It is noted and agreed that EXCLUDED CAUSES OF LOSS 8 is deleted
- 62) It is noted and agreed that EXCLUDED CAUSES OF LOSS 9 is deleted
- 63) Permission for Excess Insurance
- 64) Notification of claims to: Amwins Insurance Brokerage, LLC, 830 Crescent Centre Drive, Franklin 37067, Tennessee
- 65) Earth Movement Definition
- 66) Named Windstorm Definition
- 67) Margin Clause – 110%

**EXPRESS
WARRANTIES:**

None other than may exist in the agreed policy wording.

**CONDITIONS
PRECEDENT:**

None other than may exist in the agreed policy wording.

**CHOICE OF LAW
& JURISDICTION:**

This Insurance shall be governed by and construed in accordance with the law of the State of Mississippi. Each party agrees to submit to the exclusive jurisdiction of any competent court within the United States of America as per Service of Suit clause contained herein, naming:

- Lloyd's America, Inc., Attention: Legal Department, 280 Park Avenue, East Tower, 25th Floor, New York, NY 10017 (in respect of Lloyd's underwriters);
- Mendes & Mount LLP, 750 Seventh Avenue, New York, NY 10019-6829, USA (in respect of all other underwriters)

U.M.R.: B1230QAP01067A24

PREMIUM**PAYMENT TERMS:** Premium Payment Condition (Time On Risk) 4/86 (Direct)

It is a condition of this contract of insurance that the premium due at inception must be paid to and received by Underwriters on or before midnight on 15 October 2024.

If this condition is not complied with, then this contract of insurance will terminate on the above date with the Insured hereby agreeing to pay premium calculated at not less than pro rata temporis.

**TAXES PAYABLE
BY (RE)INSURERS
AND ADMINISTERED
BY THE (RE)INSURED
OR THEIR AGENT:** None

**TAXES PAYABLE BY
(RE)INSURED AND
ADMINISTERED BY
(RE)INSURERS:** None

**RECORDING,
TRANSMITTING &
STORING
INFORMATION:**

Where Broker maintains risk and claim data/ information/ documents Broker may hold data/ information/ documents electronically.

**INSURER
CONTRACT
DOCUMENTATION:**

This document details the contract terms entered into by the insurer(s) and constitutes the contract document. No further contractual documentation to be produced.

Any further documentation changing this contract, agreed in accordance with the contract change provisions set out in this contract, shall form the evidence of such change.

This contract is subject to US state surplus lines requirements. It is the responsibility of the surplus lines broker to affix a surplus lines notice to the contract document before it is provided to the insured. In the event that the surplus lines notice is not affixed to the contract document the insured should contact the surplus lines broker.

For the purposes of this contract:

- 1) Where the terms "Insured" and "Assured" appear herein in relation to the person(s) or organisation(s) insured hereunder, they shall be deemed to be read as synonymous terms.
- 2) Where the terms "Underwriter(s)" and "Insurer(s)" appear herein they shall be deemed to be read as synonymous terms.
- 3) Where the symbol "\$" appears herein, it shall be deemed to be read as "USD".



GLOBAL RISKS

U.M.R.: B1230QAP01067A24

PROGRAM SUBLIMITS

(The following Program Sub-limits apply each occurrence, unless otherwise stated, and shall apply over this Policy and all other policies combined. Said Sub-limits shall not be construed to increase the Sum Insured / Limit of Liability of this Policy)

a. Earth Movement:

- i. \$25,000,000: Annual Aggregate for all covered loss or damage arising out of Earth Movement
- ii. Subject to A.1.a.i. above, the Annual Aggregate for all covered loss or damage arising out of Earth Movement in California, Alaska, Hawaii and Puerto Rico combined: NOT COVERED
- iii. Subject to A.1.a.i. above, the Annual Aggregate for all covered loss or damage arising out of Earth Movement in the Pacific Northwest Earthquake Zone: NOT COVERED
- iv. Subject to A.1.a.i. above, the Annual Aggregate for all covered loss or damage arising out of Earth Movement in the New Madrid Earthquake Zone: NOT COVERED
- v. Other Sublimit(s) Applicable to Earth Movement: Not Applicable

b. Flood:

- i. \$25,000,000: Annual Aggregate for all covered loss or damage arising out of Flood
- ii. Subject to A.1.b.i. above, the Annual Aggregate for all covered loss or damage arising out of Flood in a Special Flood Hazard Area (SFHA) as defined by the Federal Emergency Management Agency (FEMA) at the time of the loss: \$5,000,000

If the property that sustains physical loss or damage due to Flood is partially in such Special Flood Hazard Area (SFHA), then the entire property shall be deemed to be in that Special Flood Hazard Area (SFHA) and the loss or damage will be subject to the Sublimit stated A.1.b.ii. above.

- iii. Other Sublimit(s) Applicable to Flood: Not Applicable

c. Named Storm:

- i. \$25,000,000 for all covered loss or damage arising out of Named Storm
- ii. Subject to A.1.c.i. above, for all covered loss or damage arising out of Named Storm in a Tier 1 High Hazard Wind Zone (Consisting of Texas to North Carolina, Hawaii, Puerto Rico and U.S. Virgin Islands): NOT COVERED
- iii. Subject to A.1.c.i. above, for all covered loss or damage arising out of Named Storm in a Tier 1 High Hazard Wind Zone (Consisting of Virginia to Maine): NOT COVERED
- iv. Subject to A.1.c.i. above, for all covered loss or damage arising out of Named Storm in a Tier 1 High Hazard Wind Zone (Florida): NOT COVERED
- v. Subject to A.1.c.i. above, for all covered loss or damage arising out of Named Storm in a Tier 2 High Hazard Wind Zone: NOT COVERED
- vi. Other Sublimit(s) Applicable to Named Storm: Not Applicable

For the purpose of the above Sublimits of Liability, Named Storm includes, but is not limited to, loss or damage from wind, Hail, lightning, tornado, rain or water (whether driven by wind or not), Flood, or any wind driven objects or debris.

In the event covered loss or damage by Flood occurs concurrently or in any sequence with a Named Storm, the maximum amount the Company will pay per Occurrence for all such loss or damage by Flood shall be the applicable Sublimits of Liability for Flood as shown in Item 6.A.1.b. above, but in no event shall the Company pay more than the maximum applicable Named Storm Sublimit. However, if Flood is not covered, the maximum amount the Company will pay per Occurrence for all such loss or damage arising out of Named Storm shall exclude loss or damage by Flood.



GLOBAL RISKS

U.M.R.: B1230QAP01067A24

d. Equipment Breakdown: NOT COVERED for all covered loss or damage from Equipment Breakdown

i. Other Sublimit(s) Applicable to Equipment Breakdown: Not Applicable

2. Sublimits Applicable to Additional Time Element Coverages - Each of these Sublimits is part of, and not in addition to the Policy Limit and any Sublimits applicable to Specified Covered Causes of Loss shown in Item 6.A.1 above.

a. Contingent Time Element:	NOT COVERED except as respects Earth Movement, Flood, and Named Storm, where the Sublimit is NOT COVERED
b. Extended Period of Indemnity:	60 days
c. Extra Expense:	\$500,000
d. Ingress & Egress:	30 days, subject to a maximum Sublimit of \$250,000 and a distance limitation of 1 mile
e. Interruption by Civil or Military Authority:	30 days, subject to a maximum Sublimit of \$250,000 and a distance limitation of 1 mile
f. Rental Value:	NOT COVERED
g. Royalties:	\$100,000
h. Additional Sublimits:	

3. Sublimits Applicable to Additional Coverages - Each of these Sublimits is part of, and not in addition to the Policy Limit and any Sublimits applicable to Specified Covered Causes of Loss shown in Item 6.A.1. above.

a. Accounts Receivable:	\$1,000,000
b. Debris Removal:	25.00% of covered direct physical loss or damage payable for all Insured Property, subject to a maximum Sublimit of \$10,000,000
c. Demolition And Increased Cost of Construction:	Demolition Coverage A: \$25,000,000 Demolition Coverage B: \$2,500,000 Demolition Coverage C: \$2,500,000
d. Electronic Data and Media:	\$250,000
e. Errors or Omissions:	\$500,000, except as respects Earth Movement, Flood, and Named Storm, where the Sublimit is \$500,000
f. Expediting Expenses:	\$500,000
g. Fine Arts:	\$25,000 per item subject to a maximum Sublimit of \$250,000 per Occurrence
h. Fire Brigade Charges And Extinguishing Expenses:	\$250,000
i. Leasehold Interest (including Leasehold Improvements & Betterments):	\$250,000
j. Limited Pollution Coverage:	\$100,000 Annual Aggregate
k. Miscellaneous Unnamed Locations:	\$1,000,000, except as respects Earth Movement, Flood, and

AMWINS⁺

GLOBAL RISKS

U.M.R.: B1230QAP01067A24

	Named Storm, where the Sublimit is \$1,000,000
I. New Construction and Additions:	\$2,500,000, except as respects Earth Movement, Flood, and Named Storm, where the Sublimit is \$2,500,000. In no event will the Company pay more than \$100,000 for Soft Costs.
m. Newly Acquired Property:	\$2,500,000, except as respects Earth Movement, Flood, and Named Storm, where the Sublimit is \$2,500,000
n. Outdoor Property:	\$250,000, \$10,000 per item
o. Pairs or Sets:	\$100,000
p. Professional Fees:	\$100,000
q. Property Removed from Insured Locations:	\$100,000
r. Service Interruption:	\$1,000,000
s. Spoilage:	\$100,000
t. Transit:	\$500,000 per conveyance subject to a maximum Sublimit of \$500,000 per Occurrence
u. Valuable Papers and Records:	\$500,000
v. Additional Sublimits:	Not Applicable

4. Other Sublimits: Each of these Sublimits is part of, and not in addition to the Policy Limit and any Sublimits applicable to Specified Covered Causes of Loss shown in Item 6.A.1 above.

a. Contractor's Equipment:	\$25,000 for physical loss or damage to contractor's equipment per item subject to a maximum Sublimit of \$100,000 per Occurrence
b. Ordinary Payroll	NOT COVERED days

B. Maximum Amount Payable: In the event of covered loss or damage hereunder, the liability of the Company shall be limited to the least of the following:

1. The actual adjusted amount of covered loss or damage, less applicable Deductible(s);
2. As respects each Insured Location, 100.00% percent of the total combined stated values for all categories of Insured Property and Time Element coverages shown for that Insured Location on the latest Statement of Values or other documentation, on file with the Company prior to the time of the loss or damage; or
3. The Policy Limit or applicable Sublimit(s) of Liability shown in Item 6.A. or elsewhere in this Policy.

Item 7. Qualifying Periods: In accordance with the Policy, the following Qualifying Periods apply to these Additional Coverages:

A. Ingress & Egress:	24 hours
B. Interruption by Civil or Military Authority:	24 hours
C. Service Interruption:	24 hours

Property quote

General information

		Deal number	5485519-1
Applicant	City Of Jackson		
Effective date	08/15/2024	Expiration date	08/15/2025
Issuing company	Evanston Insurance Company, a Surplus Lines Company		

Quote limits and pricing

5 po 25 xs 25

Perils Insured	Risks Of Direct Physical Loss Or Damage Excluding Earthquake And Flood
Limits of liability	\$5,000,000 part of \$25,000,000 excess of \$25,000,000 per Occurrence
Deductible(s)	Underlying Limits of Liability plus primary deductible(s) per the underlying policy
Covered property	Building, Business Personal Property, Business Income Including Extra Expense as per schedule of values on file with this company.
Valuation	Per Underlying Policy
Total insured value	\$568,198,164
Minimum earned premium	25%

Conditions

1. TRIA is offered for additional premium of \$9,000. A signed copy of the Terrorism Risk Insurance Program (TRIA) Policy Disclosure Notice is to be attached to file within 10 days of binding coverage with Evanston Insurance Company. (MECP 1245 01 15 will be added and MECP 1304 05 16 will be removed.)
2. 30 day notice of cancellation unless subject to compliance with state requirement. 10 day notice of cancellation for non-payment of premium.
3. A copy of the issued Primary/Underlying Policy must be received prior to issuing our policy.
4. Coverage may not be bound without confirmation in writing from Evanston Insurance Company.
5. Excludes all foreign locations and exposures.



6. No new business or increased coverage on in-force business shall be bound on properties within 100 miles of tidal waters when a tropical storm or hurricane is within the boundaries West of 70 degrees West Longitude and North of 15 degrees North Latitude.
7. Please be advised that you are expected to comply with all state law requirements and your office is responsible for making state surplus lines filings and remitting the applicable surplus lines taxes.
8. Please read this quote and the attached forms list carefully. This quote may include new forms and endorsements. If you would like a copy of these forms they can be obtained at markelonlinesupport@markel.com.
9. Premium Adjustment: Submit for prior approval.
10. This quote is conditional upon favorable financials, inspection report(s), and compliance with recommendations, if requested.
11. This quote is subject to disclosure of any claims or occurrences which may affect this policy which the applicant shall become aware of subsequent to the application date and prior to the inception date of coverage for this quote.
12. This quote may differ from the terms and conditions presented in the submission.
13. This quote is subject to review and acceptance of the Primary/Underlying policy form.
14. Unless otherwise agreed upon, it is warranted that this quote is subject to no other participation from any other writing company within the Markel group. This includes but is not limited to Evanston Insurance Company, Markel American Insurance Company, Markel Insurance Company, and Markel Bermuda Limited.

Coverage forms and endorsements

MJIL 1000 08 10	Policy Jacket
MPIL 1007 01 20	Privacy Notice
MPIL 1074 02 20	Notice To Policyholders Claim Reporting
MPIL 1083 04 15	U.S. Treasury Department's Office Of Foreign Assets Control (OFAC) Advisory Notice To Policyholders
MDIL 1001 08 11	Forms Schedule
MDCP 1015 06 17	Property Declarations
MECP 0005 06 17	Excess Property Coverage Form
MCP 1311 02 22	Exclusion - Cyber Incident
MECP 1213 02 15	Occurrence Limit of Liability - Excess Percentage of Insured Value Per Item: 100
MECP 1215 12 21	Additional Property Exclusions And Conditions
MECP 1304 05 16	Exclusion Of Certified Acts Of Terrorism
MECP 1314 09 14	Exclusion - Earthquake
MECP 1315 09 14	Exclusion - Asbestos
MECP 1316 09 14	Exclusion - Equipment Breakdown
MECP 1317 09 14	Exclusion - Biological, Radiological Or Chemical Materials
MECP 1318 09 14	Exclusion - Flood
MECP 1322 09 14	Exclusion - Pollution
MECP 1326 09 14	Exclusion - Organic Pathogens
MECP 1334 10 22	Exclusion - Territorial
MECP 1335 10 22	Exclusion - Governmental Action And War
MECP 1336 10 22	Exclusion - Sanctions
MECP 1341 02 22	Exclusion - Cyber Incident And Electronic Data With Ensuing Fire And Explosion Exceptions
MECP 2214 04 23	Arbitration Condition
MEIL 1200 03 23	Service Of Suit



MEIL 1211 06 10

Minimum Earned Premium Amendment Endorsement

Please note that this quote cannot be bound without completion and satisfactory review of all the subjectivities and conditions noted above.

Further, the terms and conditions outlined in this quote are based on the applicable underwriting information received as of the date of the application. Evanston Insurance Company maintains the right to adjust the terms and conditions, in the event conflicting information is received subsequent to this date.





Renewal Quote

Original Insured **City of Jackson**
 P.O. Box 17
 Jackson, MS 39205

Re **Property Quotation #:** 2692561
Renewal of: ESP1047355-00

Please read all of the following terms and conditions shown below carefully as they may not conform to the specifications shown on your submission.

Proposed Policy Period **Effective:** August 15, 2024
Expiration: August 15, 2025
 (12:01 A.M. Standard time at the address of the Insured shown above)

Insurer **Arch Specialty Insurance Company**
 Non-Admitted Carrier
AM Best Rating: A+ **Standard & Poor's Rating:** A+

Total Insurable Values \$568,198,164

Limit of Liability

Arch Participation 20.0000% being \$5,000,000 Specific/Scheduled part of \$25,000,000 excess of \$25,000,000 Specific/Scheduled and excess of deductibles Excluding Flood and Earthquake in this layer.

100% Program Sub-limits

All sub-limits shown below are the 100% program sub-limits which apply on a ground-up basis over all participating layers of insurance. Arch Specialty Insurance Company's participation, if any, in such sub-limits shall be in proportion to Arch Specialty Insurance Company's participation in the overall limits for this account, as detailed in the Participation Section above. Sub-limits are part of and not in addition to the 100% Program Limit shown above and are per occurrence unless otherwise indicated.

Earth Movement:

- i. \$25,000,000: Annual Aggregate for all covered loss or damage arising out of Earth Movement
- ii. Subject to A.1.a.i. above, the Annual Aggregate for all covered loss or damage arising out of Earth Movement in California, Alaska, Hawaii and Puerto Rico combined: NOT COVERED
- iii. Subject to A.1.a.i. above, the Annual Aggregate for all covered loss or damage arising out of Earth Movement in the Pacific Northwest Earthquake Zone: NOT COVERED
- iv. Subject to A.1.a.i. above, the Annual Aggregate for all covered loss or damage arising out of Earth Movement in the New Madrid Earthquake Zone: NOT COVERED
- v. Other Sublimit(s) Applicable to Earth Movement: Not Applicable

b. Flood:

- i. \$25,000,000: Annual Aggregate for all covered loss or damage arising out of Flood
- ii. Subject to A.1.b.i. above, the Annual Aggregate for all covered loss or damage arising out of Flood in a Special Flood Hazard Area (SFHA) as defined by the Federal Emergency Management Agency (FEMA) at the time of the loss: \$5,000,000

If the property that sustains physical loss or damage due to Flood is partially in such Special Flood Hazard Area (SFHA), then the entire property shall be deemed to be in that Special Flood Hazard Area (SFHA) and the loss or damage will be subject to the Sublimit stated A.1.b.ii. above.

- iii. Other Sublimit(s) Applicable to Flood: Not Applicable

c. Named Storm:

- i. \$25,000,000 for all covered loss or damage arising out of Named Storm
- ii. Subject to A.1.c.i. above, for all covered loss or damage arising out of Named Storm in a Tier 1 High Hazard Wind Zone (Consisting of Texas to North Carolina, Hawaii, Puerto Rico and U.S. Virgin Islands): NOT COVERED
- iii. Subject to A.1.c.i. above, for all covered loss or damage arising out of Named Storm in a Tier 1 High Hazard Wind Zone (Consisting of Virginia to Maine): NOT COVERED
- iv. Subject to A.1.c.i. above, for all covered loss or damage arising out of Named Storm in a Tier 1 High Hazard Wind Zone (Florida): NOT COVERED
- v. Subject to A.1.c.i. above, for all covered loss or damage arising out of Named Storm in a Tier 2 High Hazard Wind Zone: NOT COVERED
- vi. Other Sublimit(s) Applicable to Named Storm: Not Applicable

For the purpose of the above Sublimits of Liability, Named Storm includes, but is not limited to, loss or damage from wind, Hail, lightning, tornado, rain or water (whether driven by wind or not), Flood, or any wind driven objects or debris.

In the event covered loss or damage by Flood occurs concurrently or in any sequence with a Named Storm, the maximum amount the Company will pay per Occurrence for all such loss or damage by Flood shall be the applicable Sublimits of Liability for Flood as shown in Item 6.A.1.b. above, but in no event shall the Company pay more than the maximum applicable Named Storm Sublimit. However, if Flood is not covered,

the maximum amount the Company will pay per Occurrence for all such loss or damage arising out of Named Storm shall exclude loss or damage by Flood.

d. Equipment Breakdown: NOT COVERED for all covered loss or damage from Equipment Breakdown

1. Other Sublimit(s) Applicable to Equipment Breakdown: Not Applicable

2. Sublimits Applicable to Additional Time Element Coverages - Each of these Sublimits is part of, and not in addition to the Policy Limit and any Sublimits applicable to Specified Covered Causes of Loss shown in Item 6.A.1 above.

a. Contingent Time Element: NOT COVERED except as respects Earth Movement, Flood, and Named Storm, where the Sublimit is NOT COVERED

b. Extended Period of Indemnity: 60 days

c. Extra Expense: \$500,000

d. Ingress & Egress: 30 days, subject to a maximum Sublimit of \$250,000 and a distance limitation of 1 mile

e. Interruption by Civil or Military Authority:

30 days, subject to a maximum Sublimit of \$250,000 and a distance limitation of 1 mile

f. Rental Value: NOT COVERED

g. Royalties: \$100,000

h. Additional Sublimits:

3. Sublimits Applicable to Additional Coverages - Each of these Sublimits is part of, and not

in addition to the Policy Limit and any Sublimits applicable to Specified Covered Causes of Loss shown in Item 6.A.1. above.

a. Accounts Receivable: \$1,000,000

b. Debris Removal: 25.00% of covered direct physical loss or damage payable for all Insured Property, subject to a maximum Sublimit of \$10,000,000

c. Demolition And Increased Cost of Construction:

Demolition Coverage A: \$25,000,000

Demolition Coverage B: \$2,500,000

Demolition Coverage C: \$2,500,000

d. Electronic Data and Media: \$250,000

e. Errors or Omissions: \$500,000, except as respects Earth Movement, Flood, and Named Storm, where the Sublimit is \$500,000

f. Expediting Expenses: \$500,000

g. Fine Arts: \$25,000 per item subject to a maximum Sublimit of \$250,000 per Occurrence

h. Fire Brigade Charges And Extinguishing Expenses: \$250,000

i. Leasehold Interest (including Leasehold Improvements & Betterments): \$250,000

j. Limited Pollution Coverage: \$100,000 Annual Aggregate

k. Miscellaneous Unnamed Locations: \$1,000,000, except as respects Earth Movement, Flood, and Named Storm, where the Sublimit is \$1,000,000

l. New Construction and Additions: \$2,500,000, except as respects

Earth Movement, Flood, and Named Storm, where the Sublimit is \$2,500,000. In no event will the Company pay more than \$100,000 for Soft Costs.

m. Newly Acquired Property: \$2,500,000, except as respects Earth Movement, Flood, and Named Storm, where the Sublimit is \$2,500,000

n. Outdoor Property: \$250,000, \$10,000 per item

o. Pairs or Sets: \$100,000

p. Professional Fees: \$100,000

q. Property Removed from Insured Locations: \$100,000

r. Service Interruption: \$1,000,000

s. Spoilage: \$100,000

t. Transit: \$500,000 per conveyance subject to a maximum Sublimit of \$500,000 per Occurrence

u. Valuable Papers and Records: \$500,000

v. Additional Sublimits: Not Applicable

4. Other Sublimits: Each of these Sublimits is part of, and not in addition to the Policy Limit and any Sublimits applicable to Specified Covered Causes of Loss shown in Item 6.A.1 above.

a. Contractor's Equipment: \$25,000 for physical loss or damage to contractor's equipment per item subject to a maximum Sublimit of \$100,000 per Occurrence

b. Ordinary Payroll NOT COVERED days

B. Maximum Amount Payable: In the event of covered loss or damage hereunder, the liability of

the Company shall be limited to the least of the following:

1. The actual adjusted amount of covered loss or damage, less applicable Deductible(s);
2. As respects each Insured Location, 100.00% percent of the total combined stated values

for all categories of Insured Property and Time Element coverages shown for that Insured Location on the latest Statement of Values or other documentation, on file with the Company prior to the time of the loss or damage; or

3. The Policy Limit or applicable Sublimit(s) of Liability shown in Item 6.A. or elsewhere in this Policy.

Item 7. Qualifying Periods: In accordance with the Policy, the following Qualifying Periods apply to these

Additional Coverages:

A. Ingress & Egress: 24 hours

B. Interruption by Civil or Military Authority: 24 hours

C. Service Interruption: 24 hours

Deductibles

Arch attachment is \$25,000,000 plus underlying deductibles

Policy Deductible: USD 100,000 applicable to all covered loss or damage unless otherwise stated below or in this Policy.

Named Storm - 3.00% of Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage, subject to a minimum of USD 100,000 any one Occurrence for all covered loss or damage arising out of Named Storm (other than as set forth in this Named Storm Deductible section).

Coverage

Coverage Territory	The United States of America (Including its territories and possessions) and Puerto Rico
Location(s) Covered	As per schedule on file received on 06/07/2024
Covered Perils	"All Risks" of Direct Physical Loss or Damage Excluding Flood and Earthquake subject to policy terms, conditions, and exclusions Excluding California Earthquake. Excluding Equipment Breakdown.
Covered Property	Real Property Business Personal Property Business Income Include Extra Expense
Valuation	Actual Cash Value as respect to Roofs over 12 years old Replacement Cost as respect to Real and Business Personal Property Actual Loss Sustained as respects Time Element
Co-Insurance	NIL as respects Real and/or Personal Property NIL as respects Time Element

Policy Terms and Conditions

Other Policy Terms	Joint Loss Clause- Provide boiler carrier and policy number at time of binding
Policy Conditions	No other Arch Insurance Group (including Ventus) participation Designated Adjuster would be subject to prior approval of Arch Claims Department 110% Margin Clause applies - Arch requires a certain percentage of the individual lines items to have completed data as we run our own MSB to verify values in order to provide removal of 2B. If you desire removal of 2B provide an updated sov with missing stories or sq ft so that I can hit our metrics that allows removal of 2B.
Subject To	Surplus Line Broker Information
Warranties	HEAT MAINTAINED – Heat will be maintained within the insured premises to a minimum of 50 degrees F.- or No Water Damage coverage Per Lead London if any
Policy Form Description	Manuscript Form
Cancellation	90 Days except 10 days as respects Non-Payment of Premium Cancellation by Company is on a prorata basis Cancellation by Insured is on a short rate basis
Minimum Earned Premium	35.00%

Applicable Policy Forms

Form Number	Form Name
06 EXP0001 00 07 16	COMMERCIAL PROPERTY DECLARATIONS (ASIC)
00 ML0012 00 01 03	SCHEDULE OF FORMS AND ENDORSEMENTS
06 ML0002 00 12 14	SIGNATURE PAGE (ARCH SPECIALTY)
00 EXP0009 00 11 14	MINIMUM EARNED PREMIUM CLAUSE – PERCENTAGE
00 EXP0091 00 11 03	COMMON POLICY CONDITIONS
00 ML0325 00 03 23	CHOICE OF LAW, CONSENT TO JURISDICTION, LIMITATION OF ACTIONS AND SERVICE OF SUIT
06 CP0002 00 03 08	CLAIMS HANDLING PROCEDURES (Arch Specialty Ins. Co.)
00 EXP0125 00 06 06	TOTAL TERRORISM EXCLUSION
00 ML0065 00 06 07	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")
00 EXP0003 00 08 14	EXCLUSION AND LIMITED ADDITIONAL COVERAGE FOR FUNGUS
00 EXP0078 00 03 24	OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT
00 EXP0002 00 03 24	OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT (WITH MARGIN) 110%
00 EXP0004 00 08 15	ELECTRONIC DATA LOSS OR DAMAGE - EXCLUSION
00 EXP0189 00 02 15	ASBESTOS MATERIAL REMOVAL LIMITATION
00 EXP0192 00 03 15	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
00 EXP0225 00 03 21	APPRAISAL
00 EXP0132 00 11 14	PRE-EXISTING DAMAGE EXCLUSION
00 EXP0081 00 08 14	WARRANTIES
00 EXP0083 00 08 18	PARTICIPATION CLAUSE
00 EXP0202 00 08 15	ROOF SURFACING VALUATION LIMITATION ENDORSEMENT
00 EXP0221 00 01 19	COSMETIC LOSS OR DAMAGE TO METAL ROOFS CAUSED BY WIND OR HAIL EXCLUSION

TRIPRA Certified Acts of Terrorism Premium

\$500.00

TRIPRA Certified Acts of Terrorism

Premium for the Arch Share for the optional coverage for Certified Acts of Terrorism is as per the provisions of the Terrorism Risk Insurance Program Reauthorization Act of 2019 and is in addition to and not included in the Arch Share premium above. We can include coverage as required by TRIPRA for an additional premium as displayed above. Note that terrorism coverage would not be provided at locations outside of the United States of America. If this optional coverage is rejected, then the attached Terrorism Coverage Disclosure Notice must be signed by the Insured and returned at the time of binding.

Quote Options

Option 1

Form Number	Form Name
00 EXP0184 00 11 14	EXCESS PROPERTY FOLLOWING FORM COVERAGE PART
06 EXPS001 00 08 18	EXCESS PHYSICAL DAMAGE SCHEDULE
	BROKER POLICY MANUSCRIPT FORM

This quote is valid for 30 days or until the proposed effective date, whichever occurs first.

If, between the date of the original submission and the effective date of the policy, there is a material change in any of the information (including but not limited to claims or potential claims) originally submitted or subsequently requested by Arch, the Insured is required to notify Arch immediately. Arch reserves the right to terminate or modify the terms of this quote in the event of a material change in such information.

Please advise if there are any questions regarding this quote or if we are to bind.

Surplus Lines Agent	Amwins Insurance Brokerage, LLC 444 South Flower Street Suite 4500 Los Angeles, CA 90017
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License Number	002338582
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This policy will be issued by a surplus lines insurer. Compliance with applicable laws and payment of the surplus lines premium taxes is the responsibility of the Insured, insurance agent or insurance broker. Applicable taxes and fees are not included in the premium due for the insurance coverage bound. It is the responsibility of the Agent/ Broker firm to provide the Company with the name, license number and a copy of the surplus lines broker's surplus lines license in the state in which the Insured is located (for New Jersey business, please also provide the Surplus Lines Transaction number). It is the responsibility of the Agent/ Broker firm to conform to the Laws and Regulations of the applicable jurisdictions, including but not limited to, payment of surplus lines premium taxes, procuring of affidavits and compliance with surplus lines laws.

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ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY.

WHEREAS, on August 29, 2022, the Mayor issued a proclamation of emergency as a result of (1) excessive rainfall and extreme flooding, (2) the March 7, 2020 Safe Drinking Water Act (SDWA) Emergency Administrative Order (EAO); (3) the February 2021 system-wide failure due to extreme water conditions that caused pipes to freeze and lose pressure; (4) the July 1, 2021 SDWA Administrative Order of Consent (AOC); (5) the July 29, 2022 Boil Water Notice which existed for more than thirty (30) days; and (6) the August 25, 2022 flooding of the Pearl River, which lead to problems with treating water at the O.B. Curtis Water Plant; and

WHEREAS, Section 33-15-17(d) of the Mississippi Code allows the mayor of a municipality to proclaim a local emergency and authorizes the governing body of a municipality to review and approve or disapprove the need for continuing the local emergency at its first regular meeting following such proclamation or at a special meeting; and

WHEREAS, Section 33-15-5 (h) of the Mississippi Code defines an emergency as “any occurrence, or threat thereof, whether natural, technological, or man-made, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to loss of property;” and

WHEREAS, Section 33-15-5 (g) of the Mississippi Code defines a local emergency as “the duly proclaimed existence of conditions of disaster or extreme peril to the safety of person and property within the territorial limits of a...municipality caused by such conditions as...water pollution...or other natural or man-made conditions, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the political subdivision and require the combined forces of other subdivisions or of the state to combat;” and

WHEREAS, pursuant to Section 33-15-17 (b) of the Mississippi Code, the City “is authorized to exercise the powers vested under [Section 33-15-1, et seq.,] in light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations...and the expenditure of public funds....

NOW, THEREFORE, IT IS ORDERED THAT we the governing body of the City of Jackson, Mississippi, pursuant to the authority vested in the body by Section 33-15-17(d) of the Mississippi Code of 1972, as amended, and in the public interest and for the general welfare of the City of Jackson, do hereby approve of the continued need for a civil emergency for the entire City of Jackson for the reasons set forth in this Order.

Agenda Item # 40
July 30, 2024
(D.Martin, Lumumba)

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ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

WHEREAS, on February 18, 2020, the Jackson City Council, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, passed an Order Declaring the Need to Continue the State of Emergency that was issued on February 13, 2020 by Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that flood waters and wide spread drainage system issues had affected several Jackson creeks, including, but not limited to: Belhaven Creek; Bogue Chitto Creek; Canney Creek; Eubanks Creek; Hanging Moss Creek; Lynch Creek; Purple Creek; Three Mile Creek; Town Creek; Travon Creek; and White Oak Creek; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that the flood waters and wide spread drainage system issues caused extensive damages to homes, business, public property, and threatened the safety of the citizens and property of the City of Jackson, Mississippi, requiring the exercise of extraordinary measures; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that all efforts should be taken to protect people and property in consideration of the health, safety, and welfare of the City's residents and the protection of their property within the affected areas; and

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022, April 26, 2022, May 24, 2022, June 21, 2022, July 19, 2022, August 30, 2022, September 27, 2022, October 25, 2022, November 22, 2022, December 20, 2022, January 31, 2023, February 28, 2023, March 21, 2023, April 25, 2023 and May 23, 2023, June 22, 2023, July 18, 2023, August 29, 2023, September 26, 2023, October 24, 2023, November 21, 2023, December 19, 2023, January 30, 2024, March 26, 2024, April 23, 2024, May 21, 2024 and June 18, 2024 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

WHEREAS, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

IT IS THEREFORE HEREBY ORDERED that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended

Agenda Item No. 41
July 30, 2024
(Jackson City Council)

42

ORDER OF THE JACKSON CITY COUNCIL AUTHORIZING PAYMENT TO MARY AND PERCY JACKSON IN THE AMOUNT OF \$10,000.00 FOR DAMAGE TO THEIR AUTOMOBILE. (STOKES)

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Order; and

WHEREAS, Mary and Percy Jackson encountered significant damage to their automobile; and

WHEREAS, the damage to the automobile has been assessed and results in an estimated total repair cost of \$10,000.00; and

WHEREAS, the City Council acknowledges its responsibility to address claims fairly and promptly to maintain the trust and welfare of its residents.

NOW, THEREFORE, BE IT RESOLVED that the Jackson City Council authorize payment to Mary and Percy Jackson in the amount of \$10,000.00 for damage to their automobile.

Agenda Item # 42
July 30, 2024
(Stokes, Lumumba)

43

RESOLUTION OF THE CITY COUNCIL OF JACKSON MISSISSIPPI VOTE OF NO CONFIDENCE IN THE CITY ATTORNEY DREW MARTIN.

WHEREAS, Drew Martin is employed as the current City Attorney and is tasked by the City of Jackson with the oversight and management of all aspects and functions of the City Attorney's Office; and

WHEREAS, the City Attorney's duties include providing effective legal representation to the City and maintaining and creating relationships that reduce the City's liability; and

WHEREAS, Drew Martin has failed to meet the standards and responsibilities of a City Attorney; and

WHEREAS, Drew Martin has failed to provide leadership and has been negligent in handling the problems and concerns of the citizens of Jackson and the Jackson City Council; and

IT IS HEREBY RESOLVED that the Jackson City Council request a vote of no confidence in the City Attorney Drew Martin.

Agenda Item No. 43
July 30, 2024
(Stokes)

44

ORDER AUTHORIZING THE CONTRIBUTION OF FUNDS TO VARIOUS ORGANIZATIONS TO REDUCE THE LIKELIHOOD OF VIOLENCE RELATED INJURY AND DEATH AND SUPPORT TRAUMA RECOVERY AND HEALING ACROSS JACKSON AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE ENTITIES RECEIVING FUNDS.

WHEREAS, in April, 2022 the City of Jackson was one of five cities selected to participate in the National League of Cities *Municipalities Reimagining Community Safety Initiative* and with the generous support of Wells Fargo received funding to establish the Office of Violence Prevention and Trauma Recovery (OVPTTR) in the Mayor’s office.

WHEREAS, the objective of the OVPTTR is to address violence through comprehensive and collaborative approaches that reduce and prevent violence while creating new visions for safety in communities in partnership with community; and to support grassroots community-based organizations that have been on the ground performing this work with technical assistance, training, and funding.

WHEREAS, pursuant to its objective of making small grants to local CBOs, OVPTTR issued a Request for Proposals to solicit a response from community-based organizations for violence interruption and prevention projects that target areas that have been identified through data as most impacted by violence in the city of Jackson. The maximum award is \$50,000; and

WHEREAS, the administration evaluated the applications and determined that the following entities met the requirements to receive funding through the grant that was awarded to the City of Jackson’s OVPTTR.

WHEREAS, the Office of Violence Prevention and Trauma Recovery recommends that the governing authorities for the City of Jackson award sub grant funds as set forth below:

Community Violence Intervention

Operation Good	Violence Interruption	\$50,000
Strong Arms of Mississippi	Credible Messengers	\$50,000
Living With Purpose	Diversion	\$50,000
	TOTAL	\$150,000

IT IS HEREBY ORDERED, that the funds in the amount set forth above are awarded to the entities listed.

IT IS FURTHER ORDERED, that the Mayor shall execute a Memorandum of Understanding with each organization listed above to govern the receipt of the funds.

By: Coleman, Lumumba

Agenda Item No. 44
7.30.2024
(Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

July 24, 2024

POINTS		COMMENTS
1.	Brief Description	This initiative seeks to prevent and reduce violent crime in communities by supporting comprehensive, evidence-based violence intervention and prevention programs based on partnerships among community residents, local government agencies, victim service providers, community-based organizations, law enforcement, hospitals, researchers, and other community stakeholders. The OVPTR will oversee the projects by way of POC, meet with sub grantees about activities, reports, and progress, track data, and provide technical assistance to other CBOs doing the CVI work or who are a part of the CVI ecosystem
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	<ul style="list-style-type: none"> • This program funds community efforts to help children and families affected by violence build resilience, restore safety, heal emotionally, and prevent future violence and delinquency. • This program will develop holistic, evidence-based strategies for breaking cycles of violence. • Implement innovative community policing strategies that build trust between communities and police departments, including community violence interventions. • By providing the necessary resources and support, these programs aim not only to curb the immediate impacts of violence but also to foster long-term resilience and safety in communities citywide. This concerted effort marks a significant step forward in addressing one of the most pressing challenges of our times.
3.	Who will be affected	Individuals and communities in areas most impacted by gun violence, CBOs interested in learning and enhancing their skills to offer CVI services.
4.	Benefits	<ul style="list-style-type: none"> • Appropriate and more racially equitable responses • The diversion of individuals from criminal justice responses to appropriate treatment options • Decreased levels of violence in neighborhood • Opportunities for community involvement in safety efforts • Connection to resources, support, and trauma-informed care • Strengthen anti-violence social norms and peer relationships • Engage and support youth • Reduce the harmful effects of the justice process • Confront access to guns
5.	Schedule (beginning date)	Upon on approval One year from award
6.	Location: <input type="checkbox"/> WARD <input checked="" type="checkbox"/> CITYWIDE (yes or no) (area) <input type="checkbox"/> Project limits if applicable	City-Wide
7.	Action implemented by: <input checked="" type="checkbox"/> City Department <input type="checkbox"/> Consultant	Department of Public Works, CAO, and Mayor
8.	COST	Not to exceed \$700,000 for 12 months for basic services Not to exceed \$52,000 for additional services by lump sum task order
9.	Source of Funding <input checked="" type="checkbox"/> General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other	Various sources
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____

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OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE CONTRIBUTION OF FUNDS TO VARIOUS ORGANIZATIONS TO REDUCE THE LIKELIHOOD OF VIOLENCE RELATED INJURY AND DEATH AND SUPPORT TRAUMA RECOVERY AND HEALING ACROSS JACKSON AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE ENTITIES RECEIVING FUNDS is legally sufficient for placement in NOVUS Agenda.



Drew M. Martin, *City Attorney*



Date

OFFICE OF THE CITY ATTORNEY

