

Proceedings of the City Council Meeting of the City of Bay St. Louis, State of Mississippi, taken at a meeting held February 2, 2016 in the City Council Chambers at the Bay St. Louis Conference Center at 598 Main Street. The meeting began at 5:30 p.m.

ATTENDANCE:

COUNCIL: Joey Boudin, President (Ward 5) Mike Favre (Council Member-at-Large), Doug Seal (Ward 1), Wendy McDonald (Ward 2), Jeffrey Reed (Ward 3), Bobby Compretta (Ward 4) and Lonnie Falgout (Ward 6)

COUNCIL STAFF: Lisa Tilley, Clerk of Council and Linda Garcia, Deputy Clerk of Council

ADMINISTRATIVE STAFF: Les Fillingame, Mayor

ABSENT: None

Council Member Boudin called the meeting of February 2, 2016 to order.

Council Member Reed delivered the invocation and led the Pledge of Allegiance.

GUESTS

- a. **Becky Hammond, Carr, Riggs and Ingram, LLC reported on the Department of Justice Agreed Upon Procedure**

Motion to Accept Findings

Council Member Favre moved, seconded by Council Member Compretta, to accept the findings of the DOJ review. (Exhibit "A")

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Favre, Boudin, Falgout, Seal and McDonald

VOTING NAY: None

ABSENT: None

Motion to Close Meeting

Council Member Favre moved to close the City Council meeting.

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Favre, Boudin, Falgout, Seal and McDonald

VOTING NAY: None

ABSENT: None

Motion to Come Out of Closed Meeting

Council Member Reed moved, seconded by Council Member Favre, to come out of closed meeting and the Council is back in session; no action being taken, just discussion.

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Favre, Boudin, Falgout and Seal

VOTING NAY: None

ABSENT: McDonald

Council Member McDonald returned.

Motion to Borrow

Council Member Favre moved, seconded by Council Member Reed, to borrow \$300,010.44 from the reserve fund to put directly into the DOJ account, so the account will be made whole; with the money being deposited immediately and receipts being given to Carr, Riggs and Ingram, LLC (CRI) so the Certified Public Accountant may forward the information to

the Department of Justice to put the Bay Saint Louis Police Department in good standing; also that this account is a Police fund as stated in the regulations that this fund is under the control solely of the Bay Saint Louis Police Chief of record.

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Favre, Boudin, Falgout, Seal and McDonald

VOTING NAY: None

ABSENT: None

Motion to Authorize

Council Member Favre moved, seconded by Council Member Compretta, to authorize Donald Rafferty to notify the bonding company of a claim, pursuant to the terms of the bond, of the two past City Clerks' bonds, prior to the most current City Clerk, Robert Clark, the mayor's bond, Wright, Ward, Hatten and Guel Auditing firm to pursue their bond or E and O insurance for relief and any other applicable party for the amount being removed from the reserve account, as stated in the above motion, of \$300,010.44.

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Favre, Boudin, Falgout, Seal and McDonald

VOTING NAY: None

ABSENT: None

- b. **Christine Woodall**, Consultant for ADA matters, spoke about her training and experience as an ADA Consultant.
- c. **Kenneth Duncan, Pioneer Credit Recovery/MSB**, spoke about the status of the contract for collection of delinquent court fines and renewing the contract and adding the collection of utility bills.

Motion to Extend Contract

Council Member Falgout moved, seconded by Council Member Favre, to extend the contract one year with Pioneer Credit Recovery/MSB.

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Favre, Boudin, Falgout, Seal and McDonald

VOTING NAY: None

ABSENT: None

P&Z APPLICATIONS

- a. **KEVIN JORDAN** - Application for Special Exception to the Zoning Ordinance. The owner is asking for a special exception to the zoning ordinance to allow the residence that is located on the property to be used as a bed and breakfast establishment. The residence consists of 2 bedrooms which will be used as guest quarters for a bed and breakfast establishment. The owner has indicated on the site plan the required 1 parking space per sleeping room plus one space for visitor parking. The property is located at 132 Sycamore St., Parcel #149L-0-30-236.000, described as, 3rd Ward, Lot 237B, Bay St. Louis, Hancock County, Mississippi. The property lies in an R-1, Single Family District. ***Recommended tabling 4/0.***

Application was tabled by Planning and Zoning and there is no action taken.

- b. **ELLIS & LAURA JEAN ROBY** - Application for Variance to the Zoning Ordinance. The applicants' intentions are to construct a new residence on this parcel of land. The applicants are requesting an 11.63' variance to the rear yard, for a proposed 8.37 setback to the rear yard. The property is located at 105 Burnett St., Parcel #144L-0-18-022.000, described as Lot 58, 59 & 60, Burnett Subdivision, Bay St. Louis, Hancock County, Mississippi. The property lies in an R-1, Single-Family District which requires a minimum rear yard setback of 20.' ***Recommended approval:4/0***

Council Member Boudin asked if anyone had any opposition to the request.

Motion to Accept Recommendation and Approve Application

Council Member Seal moved, seconded by Council Member Favre, to accept the recommendation of Planning and Zoning and approve the application and grant the Variance as requested by Ellis and Laura Jean Roby, parcel #144L-0-18-022.000, described as Lot 58, 59 & 60, Burnett Subdivision, Bay St. Louis, Hancock County, Mississippi.

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Favre, Boudin, Falgout, Seal and McDonald

VOTING NAY: None

ABSENT: None

- c. **CROOKED CREEK RENTALS, LLC** - Application for Variance to the Zoning Ordinance. The applicant is asking for a variance for an attached addition of a deck that has already been constructed to the rear of the residence. The total variance to the rear yard setback for the deck needed is 20'. Furthermore, the applicant is asking for a variance for a proposed construction of a shed to the rear yard. The total variance to the rear yard setback for the shed needed is 5'. The property is located at 524 State Street, Parcel #149-E-0-29-247.002, described as, 1st Ward, Part Lot 472, Bay Saint Louis, Hancock County, Mississippi. The property lies in an R-3, Multi-Family District which requires a minimum 20 foot rear yard setback. ***Recommended approval with stipulations 4/0 (Stipulations: water drainage on structures must only flow onto property in question and there will be strapping to tie down roof of structure.)***

Council Member Falgout asked if anyone had any opposition to the request.

Motion to Accept Recommendation and Approve Application

Council Member Favre moved, seconded by Council Member Reed, to accept the recommendation of Planning and Zoning and approve the application and grant the Variance as requested by Crooked Creek Rentals, LLC, parcel #149-E-0-29-247.002, described as, 1st Ward, Part Lot 472, Bay Saint Louis, Hancock County, Mississippi with the stipulation that water drainage on structures must only flow onto property in question and there will be strapping to tie down roof of structure.

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Favre, Boudin, Falgout, Seal and McDonald

VOTING NAY: None

ABSENT: None

PUBLIC FORUM

Jeff Harding, spoke about fiscal responsibility and asked about the attorney contract.

Libby Garcia, asked about the bond coverage of the mayor and the two prior city clerks. Mrs. Garcia also asked about the auditing firm.

Ron Thorpe, thanked the Council for the educational session and for voting 7/0 regarding the bond action. Mr. Thorpe requested the Council make a statement at the next meeting regarding the finances. Mr. Thorpe also asked about the time limit, consequences and holding office regarding the bond action.

Chris Lagarde, asked about the decision regarding the land behind Dylan's on Old Spanish Trail. Mr. Lagarde stated that item was not on the agenda and it should be and that he spoke with the attorney general's office about the necessary frontage.

Joan Coleman, asked for clarification of the wording for the bond claims and that the Clerk of Council review the tapes before finalizing the minutes. Mrs. Coleman also asked about claims against the Council bonds.

Lana Noonan, stated the Council paid the docket based on the information given. Mrs. Noonan read Mississippi Code Annotated §99-19-18.

David Wells, asked about the approval of part time employees on payroll. Mr. Wells also asked about working for the City without a contract.

ENGINEER'S REPORT

City Engineer updated the Council on several projects, including the Lighting Project on Old Spanish Trail, drainage on 19th Street near Old Lazy River, Sidewalk Project. City Engineer Chiniche gave an update from last meeting on the Restore Act portal for Mississippi Department of Quality (MDEQ). City Engineer Chiniche also spoke about filling in ditches on Main Street.

Motion to Approve and Authorize

Council Member Favre moved, seconded by Council Member Seal, to approve and authorize the Mayor to execute the Contract from City Engineer Chiniche named Agreement Between Owner and Engineer for Professional Services for the design, bidding and construction administration of the road and drainage improvements, bridge projects and overlay project. (Exhibit "B").

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Favre, Boudin, Falgout, Seal and McDonald

VOTING NAY: None

ABSENT: None

Motion to Offer

Council Member McDonald moved, seconded by Council Member Reed, to offer Moranto Construction a charge of \$1000.00 per acre per month, based on the square footage occupied, to lease the lagoon, parcel #137P-1-35-048.000, as a lay down yard, suspending the rules because it is a public works contract and there is a compelling need to finish the sidewalk project; and once the contract is complete and prior to the last payment that the land would be brought back to its original condition and that Moranto would supply the City of Bay Saint Louis with liability insurance on the lay down yard and the property listed for any impact on wetlands.

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Favre, Boudin, Falgout and McDonald

VOTING NAY: Seal

ABSENT: None

NEW BUSINESS

a. Harbor Commission meetings and agenda

No action taken.

b. Building Department complaints

No action taken

c. Crane on Highway 90

No action taken.

OLD BUSINESS

a. Public Hearing for 9 Pompano Circle

No action taken.

b. City Attorney Contract

No action taken.

c. Fire Hydrants on Hugo Street

No action taken.

d. Parking Garage documents

No action taken.

COUNCIL BUSINESS

Motion to Notify and Provide Documents

Council Member Falgout moved, seconded by Council Member Favre, that upon receipt of DOJ funds that the Council is notified of the incoming receipts and a copy of the checking account to show that the money has been deposited

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Favre, Boudin, Falgout, Seal and McDonald

VOTING NAY: None

ABSENT: None

Motion to Notify

Council Member Falgout moved, seconded by Council Member Favre, that before the affidavit is accuated yearly for the Department of Justice that Bay Saint Louis Chief of Police Denardo brief the Council on the affidavit before it is certified and sent to the Department of Justice in Washington.

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Favre, Boudin, Falgout, Seal and McDonald

VOTING NAY: None

ABSENT: None

CITY CLERK REPORT

Motion to Approve the Docket of Claims

Council Member Seal moved, seconded by Council Member Reed, to approve the Docket of Claims 16-002 dated January 19, 2016 (Exhibit "C") as follows:

a. Docket of Claims 01-19-16	
001 General Fund	\$139,614.73
200 Debt Service Fund	\$9,163.21
450 Municipal Harbor Fund	\$13,468.45
400 Utility Operating Fund	\$109,284.10
Total	\$266,530.49

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Favre, Boudin, Seal and McDonald

VOTING NAY: Falgout

ABSENT: None

PAYROLL

Council Member Reed asked that the payroll for the period ending January 20, 2016 in the amount of \$153,838.13 (Exhibit "D") be spread on the minutes.

CASH BALANCES

Council Member Favre spread the cash balances dated February 2, 2016 (Exhibit "E") on the minutes as follows:

General Fund Operating	\$399,218.10
Municipal Fire Rebate Fund	\$11,095.75

Municipal Reserve Fund	\$666,012.64
Katrina Long Term Recovery (FEMA)	\$384.76
Katrina Supplemental CDBG Account	\$1,364.28
Debt Service Account	\$73,349.33
Utility Fund Operating	\$297,466.48
Utility Capital and Maintenance	\$26,112.20
Utility Meter Deposit	\$293,206.05
Utility Debt Service	\$759.94
Municipal Harbor Fund	\$188,981.60
Bond Sinking Fund (Refi in 2014)	\$288,939.80
DOJ Fund	\$21,682.88
County Road and Bridge Fund	\$179,763.97

Balance of CDBG Account includes a non-cash audit entry of \$75,589.19 on 10/1/10, less one outstanding check for \$9,525.00, actual balance is \$1,364.28.

Motion to File Writ of Mandamus

Council Member Falgout moved, seconded by Council Member Favre, for the City Attorney to file a Writ of Mandamus against the Mayor for not following up on a contract signed in June 2014 agreeing to put a minimum \$30,333.63 in the Debt Service \$13.00 fund as ordered by Hancock Bank and reflected in the amortization schedule.

Motion dies for lack of support.

CITY CLERK REPORT

Motion to Approve the Docket of Claims

Council Member Favre moved, seconded by Council Member Falgout, to approve the Docket of Claims 16-003 dated February 2, 2016 (Exhibit "F") as follows:

a. Docket of Claims 02-02-16	
200 Debt Service Fund	\$4,934.31
Total	\$4,934.31

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Favre, Boudin, Seal and McDonald

VOTING NAY: Falgout

ABSENT: None

MAYOR'S REPORT

Consent Agenda

Motion to Approve the Consent Agenda

Council Member Falgout moved, seconded by Council Member Reed, to approve the Consent Agenda as follows:

Consent Agenda

1. Approve retaining Butler Snow to prepare and submit the City's Continuing Disclosure Information Statement. In connection with the Bonds for fiscal year 2015 fee of this engagement will be \$3,000. If circumstances require an adjustment of the original fee estimate Butler Snow will consult with the City
2. Approve Street Closures
April 2, 2016 6:30 a.m. - 11:30 a.m.
To allow for 5K race & 1 mile kids run
Sponsored by CASA
Main Street, Beach Boulevard, Bay Bridge, Service Road and Second Street

3. Declare the following vehicles surplus and allow Hancock County to purchase vehicles

- a. 2009 Ford F150 Super Cab
VIN#1FTRX12W9FA01480
- b. 2009 Ford F150 Super Cab
VIN#1FTRX12W9FA01481
- c. 2007 Ford Crown Victoria
VIN#2FAHP71W47X101800
- d. 2007 Ford Crown Victoria
VIN#2FAHP71W47X101803
- e. 2008 Ford Crown Victoria
VIN#2FAHP71V18X158150

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Favre, Boudin, Falgout, Seal and McDonald

VOTING NAY: None

ABSENT: None

ATTORNEY'S REPORT

No action taken.

PUBLIC FORUM

Ron Thorpe, recommended withholding pay to get things done.

Lana Noonan, spoke about a docket not being properly prepared.

Libby Garcia, spoke about the Writ of Mandamus.

Josh Desalvo, asked about a Mardi Gras float on Commercial property.

MINUTES

Motion to Approve the Minutes of January 5, 2016

Council Member McDonald moved, seconded by Council Member Compretta, to approve the minutes of January 5, 2016 with corrections.

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Favre, Boudin, Falgout, Seal and McDonald

VOTING NAY: None

ABSENT: None

Motion to Approve the Minutes of January 19, 2016

Council Member McDonald moved, seconded by Council Member Favre, to approve the minutes of January 19, 2016 with corrections.

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Favre, Boudin, Falgout, Seal and McDonald

VOTING NAY: None

ABSENT: None

CERTIFICATION

Council Member Falgout spread the Certification letter dated January 19, 2016 on the Minutes, stating Comptroller, Sissy Gonzales, certifies that funds are available and he recommends that the expense docket dated January 19, 2016 in the total amount of \$266,530.49 be approved for payment. (Exhibit "G")

ADJOURN

Motion to Adjourn

Council Member McDonald moved, seconded by Council Member Favre, to adjourn.

A vote was called for with the following response:

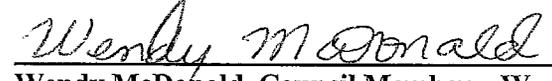
VOTING YEA: Compretta, Reed, Favre, Boudin, Falgout, Seal and McDonald

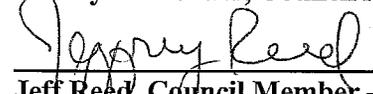
VOTING NAY: None
ABSENT: None

Joey Boudin, President – Ward 5 Date

Mike Favre, Council Member at Large Date

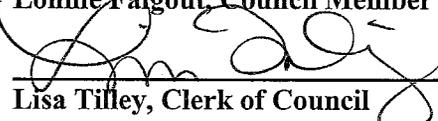
 2/16/16
Doug Seal, Council Member - Ward 1 Date

 2-16-16
Wendy McDonald, Council Member – Ward 2 Date

 2/16/16
Jeff Reed, Council Member – Ward 3 Date

 2/16/16
Bobby Compretta, Council Member – Ward 4 Date

Lonnie Falgout, Council Member – Ward 6 Date

 2-16-16
Lisa Tilley, Clerk of Council Date

Les Fillingame, Mayor Date

City of Bay Saint Louis

AGREED-UPON PROCEDURES

**Equitable Sharing for State and Local
Law Enforcement Agencies**

February 2, 2016

Preliminary Draft
for Review and Discussion
- Subject to Change -
Not to be Reproduced



CRI CARR
RIGGS &
INGRAM

CPAs and Advisors

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Exhibit "A"
February 2, 2016

INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES

Honorable Les Fillingame
Honorable Mike Denardo
City of Bay Saint Louis
Bay St. Louis, MS

We have performed the procedures enumerated below, which were agreed to by the City of Bay Saint Louis (the specified parties), solely to assist you in order to comply with the City's Required Corrective Actions included in the Do Not Spend Letter received from the U.S. Department of Justice (DOJ) Criminal Division for the six year period from October 1, 2009 to September 30, 2015. The City's management is responsible for the City's accounting records. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

Our procedures and findings are as follows:

Procedure 1

Review and reconciliation of the DOJ equitable sharing account:

- a. Reconciliation of the equitable sharing account balances for each fiscal year that should have been maintained separate from any other funding source.
- b. Update of the City's equitable sharing revenues and expenditures reported to the Asset Forfeiture and Money Laundering Section (AFMLS) in prior years.

Results: See reconciliation in Attachment A.

Procedure 2

Confirmation and reconciliation of the DOJ equitable sharing bank accounts:

- a. Confirm the current year's DOJ equitable sharing bank statement balances and reconcile to the DOJ general ledger utilizing a formal bank confirmation or a verified bank reconciliation.

Attachment A

- b. Verify that the new beginning balance is accurate and supported by the actual cash available in the bank account using a formal bank confirmation of an authorized bank reconciliation.

Results: A separate bank account was established in Fiscal Year 2016 in order to maintain the funds from the DOJ equitable sharing program.

PENDING PROCEDURES: The balance in the bank account will be confirmed once the City Council has approved the necessary transfer to bring the account to the reconciled balance and the applicable funds are transferred from the General Fund Operating bank account.

We were not engaged to, and did not, conduct an audit, the objective of which would be the expression of an opinion on the accounting records. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the Mayor, the Chief of Police, the City Council and the Department of Justice and is not intended to be and should not be used by anyone other than those specified parties.

DRAFT

February 2, 2016

Reconciliation of Equitable Sharing Account Balances

Balances as Reported to the Department of Justice in the Annual Certification Report:

	2010	2011	2012	2013	2014
1 Beginning Equitable Sharing Fund Balance Federal Sharing Funds	\$ 204,779.22	\$ 178,908.95	\$ 238,434.67	\$ 273,540.38	\$ 284,145.28
2 Received Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces	16,995.21	60,230.53	35,078.36	10,499.91	13,903.67
3	-	-	-	-	-
4 Other Income	1,171.10	-	-	-	-
5 Interest Income Accrued	512.77	502.19	27.35	104.99	59.61
6 Total Equitable Sharing Funds	223,458.30	239,641.67	273,540.38	284,145.28	298,108.56
7 Federal Sharing Funds Spent	(44,549.35)	(1,207.00)	-	-	-
8 Ending Balance	\$ 178,908.95	\$ 238,434.67	\$ 273,540.38	\$ 284,145.28	\$ 298,108.56

Recalculated Balances:

	2010	2011	2012	2013	2014	2015
1 Beginning Equitable Sharing Fund Balance Federal Sharing Funds	\$ 204,779.22	\$ 178,751.18	\$ 238,226.49	\$ 273,806.04	\$ 284,863.63	\$ 299,347.61
2 Received Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces	16,995.21	60,230.53	35,078.36	10,499.91	13,903.67	21,517.28
3	-	-	-	-	-	-
4 Other Income	1,171.10	-	-	-	-	-
5 Interest Income Accrued	355.00	451.78	501.19	557.68	580.31	620.33
6 Total Equitable Sharing Funds	223,300.53	239,433.49	273,806.04	284,863.63	299,347.61	321,485.22
7 Federal Sharing Funds Spent	(44,549.35)	(1,207.00)	-	-	-	-
8 Ending Balance	\$ 178,751.18	\$ 238,226.49	\$ 273,806.04	\$ 284,863.63	\$ 299,347.61	\$ 321,485.22

Differences:

	2010	2011	2012	2013	2014
1 Beginning Equitable Sharing Fund Balance Federal Sharing Funds	\$ -	\$ (157.77)	\$ (208.18)	\$ 265.66	\$ 718.35
2 Received Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces	-	-	-	-	-
3	-	-	-	-	-
4 Other Income	-	-	-	-	-
5 Interest Income Accrued	(157.77)	(50.41)	473.84	452.69	520.70
6 Total Equitable Sharing Funds	(157.77)	(208.18)	265.66	718.35	1,239.05
7 Federal Sharing Funds Spent	-	-	-	-	-
8 Ending Balance	\$ (157.77)	\$ (208.18)	\$ 265.66	\$ 718.35	\$ 1,239.05

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

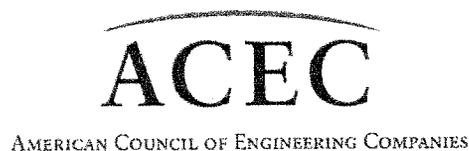


Exhibit "B"
February 2, 2016

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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www.acec.org

American Society of Civil Engineers
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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of

February 4, 2016 ("Effective Date") between

CITY OF BAY ST. LOUIS, MS

("Owner") and

JAMES J. CHINICHE, PA. INC.

("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
BAY ST. LOUIS 2016 CAPITAL IMPROVEMENTS PROJECT ("Project")

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

Engineer's services under this Agreement are generally identified as follows: Design, Bidding and Construction Administration Services

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 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 30 days of receipt.

4.02 Payments

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

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth 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, 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. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, 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. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- G. 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 seven 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:*
1. 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, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated 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 invoking the procedures of Exhibit H or other provisions of this Agreement, or 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 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 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. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, 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, 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. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *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.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, 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, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, 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.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions. – NOT USED
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

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*

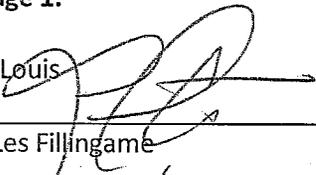
- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority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

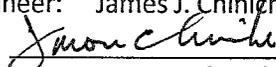
8.04 *Engineer's Certifications*

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

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

Owner: Bay St. Louis
 By: 
 Print name: Les Fillingame
 Title: Mayor
 Date Signed: 2/4/2016

Engineer: James J. Chiniche, P.A. Inc.
 By: 
 Print name: Jason Chiniche
 Title: Project Manager
 Date Signed: 2/4/16

Engineer License or Firm's Certificate No. (if required):
 19732
 State of: Mississippi

Address for Owner's receipt of notices:
 Bay St. Louis City Hall
 688 Hwy 90
 Bay St. Louis, MS 39520
 Designated Representative (Paragraph 8.03.A):
 Mayor Les Fillingame
 Title: Mayor
 Phone Number: 228-466-8951
 E-Mail Address: bsldmayor@bellsouth.net

Address for Engineer's receipt of notices:
 James J. Chiniche, PA, Inc.
 412 HWY 90 Suite 11
 Bay St. Louis, MS 39520
 Designated Representative (Paragraph 8.03.A):
 Jason Chiniche, P.E.
 Title: Project Manager
 Phone Number: 228-467-6755
 E-Mail Address: jason@jjc-eng.com

This is **EXHIBIT A**, consisting of 14 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [2-4-16].

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 Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) 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, 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. Furnish 9 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 30 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.
 10. 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 9 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 14 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.

A1.02 *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.
 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, 9 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, within 45 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.
 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 9 final copies of such documents to Owner within 14 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.

Exhibit A – Engineer's Services

- 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 3. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.03 *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.
- 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).

A1.04 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:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
 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

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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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. *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

Exhibit A.— Engineer's Services

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.

25. *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.

A1.05 *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.
- 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.
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 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.

Exhibit A – Engineer's Services

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).
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

Exhibit A – Engineer's Services

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 [2-4-16].

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.

Exhibit B – Owner's Responsibilities

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 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.

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [2-4-16].

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 **\$76,000 Contract A, \$65,000 Contract B, \$50,000 Contract C** based on the following estimated distribution of compensation:

a.	Preliminary Design Phase 15%	\$ 11,400 Contract A
		\$ 9,750 Contract B
		\$ 7,500 Contract C
b.	Final Design Phase 40%	\$ 30,400 Contract A
		\$ 26,000 Contract B
		\$ 20,000 Contract C
c.	Bidding and Negotiating Phase 15%	\$ 11,400 Contract A
		\$ 9,750 Contract B
		\$ 7,500 Contract C
d.	Construction Phase 30%	\$ 22,800 Contract A
		\$ 19,500 Contract B
		\$ 15,000 Contract C

Total Fee \$191,000.00

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. 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.

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 2-4-16.

**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 of **\$ 33,000 Contract A, \$ 28,000 Contract B, \$21,000 Contract C (Total Fee \$82,000)**. 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. **Resident Project Representative Schedule:** The Lump Sum amount set forth in Paragraph C2.04.A.1 above is based on RPR services Monday through Friday over a **6 Month Contract A, 4 Month Contract B, 4 Month Contract C** 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.
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of 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.

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.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [2-4-16].

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	\$ 0.50/page
Copies of Drawings	\$ 2.00/sq. ft.
Mileage (auto)	\$ []/mile
Air Transportation	at cost
CAD Charge	-\$ []/hour
Laboratory Testing	at cost
Health and Safety Level D	\$ []/day
Health and Safety Level C	\$ []/day
Meals and Lodging	at cost

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 2-4-16.

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 Engineer	\$150.00
Professional Engineer (16 years plus experience)	\$120.00
Professional Engineer (6 – 15 years experience)	\$110.00
Professional Engineer (0 – 5 years experience)	\$ 95.00
Engineer Intern	\$ 85.00
Resident Project Representative	\$ 75.00
Design Technician/CAD Drafter	\$ 85.00
CAD Drafter	\$ 75.00
Professional Land Surveyor	\$120.00
Two man Field Crew	\$175.00
GPS Crew	\$150.00
Clerical	\$ 50.00

This is **EXHIBIT D**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 2-4-16.

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 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 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:*

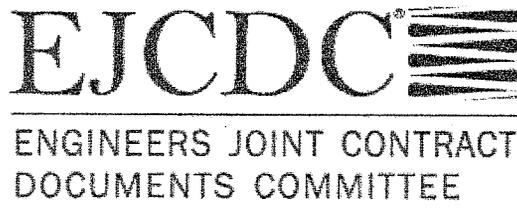
- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in 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 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [2-4-16].



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.
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 G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 2-4-10.

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: \$1,000,000.00
 - 2) Bodily injury by disease, each employee: \$1,000,000.00
 - 3) Bodily injury/disease, aggregate: \$1,000,000.00
 - c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000.00
 - 2) General Aggregate: \$2,000,000.00
 - d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$NA
 - 2) General Aggregate: \$NA
 - e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$1,000,000.00
 - f. Professional Liability --
 - 1) Each Claim Made \$1,000,000.00
 - 2) Annual Aggregate \$2,000,000.00
 - g. Other (specify): \$NA
2. By Owner:
- a. Workers' Compensation: Statutory

Exhibit G – Insurance.

b. Employer's Liability --

- 1) Bodily injury, Each Accident N/A
- 2) Bodily injury by Disease, Each Employee N/A
- 3) Bodily injury/Disease, Aggregate N/A

c. General Liability --

- 1) General Aggregate: N/A
- 2) Each Occurrence (Bodily Injury and Property Damage): N/A

d. Excess Umbrella Liability

- 1) Per Occurrence: N/A
- 2) General Aggregate: N/A

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

N/A

f. Other (specify):

N/A

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. JAMES J. CHINICHE, PA INC.
Engineer
- b. NA
Engineer's Consultant
- c. NA
Engineer's Consultant
- d. NA
[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.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [2-4-10].

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [2/4/16].

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Engineer's or its Consultants' services, or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of \$50,000 or the total compensation received by Engineer under this Agreement, whichever is less. Higher limits are available for an additional fee.
 2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to:
- B. *Indemnification by Owner:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to 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, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [2-4-16].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

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

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

OWNER:

ENGINEER:

By: _____
Print name: _____

By: _____
Print name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

BANK: GENERAL FUND

RECEIVED
JAN 29 2016

BY: *let dropped off*
mt 2-2-16

CLAIM #	INVOICE #	VENDOR	CHECK DATE	INVOICE AMOUNT	CHECK #	CHECK AMOUNT
		ADS SYSTEMS, LLC.				
0003	I-6006	ANNUAL MONITORING_COMM. HALL	1/19/2016	\$ 360.00	23940	
0004	I-6007	ANNUAL MONITORING_FS #2	1/19/2016	\$ 360.00	23940	
0005	I-62654	TROUBLESHOOT F.D. ALARM	1/19/2016	\$ 144.00	23940	\$ 864.00
		***		VENDOR TOTALS *1 CHECKS		\$ 864.00
		AMSTERDAM PRINTING				
0006	I-5157467	PAYROLL CHANGE NOTICE	1/19/2016	\$ 141.43	23941	\$ 141.43
		***		VENDOR TOTALS *1 CHECKS		\$ 141.43
		AT&T				
0007	I-12/13/2015	228 M69-7896 896_12/13/2015	1/19/2016	\$ 2,694.72	23942	\$ 2,694.72
		***		VENDOR TOTALS *1 CHECKS		\$ 2,694.72
		AT&T				
0009	I-201601159739	FS#1 UVERSE INTERNET	1/19/2016	\$ 109.70	23943	\$ 109.70
		***		VENDOR TOTALS *1 CHECKS		\$ 109.70
		AT&T				
0010	I-201512319721	228 467-8526_PD INTOXILYZER	1/19/2016	\$ 95.31	23944	
0011	I-201601159734	228-466-5510_PD FAX	1/19/2016	\$ 60.68	23944	
0012	I-201601159735	228-466-5003_COUNCIL FAX	1/19/2016	\$ 60.68	23944	
0113	I-201601159736	228-466-5490_MAYOR'S FAX	1/19/2016	\$ 121.37	23944	\$ 338.04
		***		VENDOR TOTALS *1 CHECKS		\$ 338.04
		BARNEY'S OF GULFPORT				
0032	I-18866	POLICE SUPPLIES	1/19/2016	\$ 813.86	23945	
0033	I-18978	O.C. SPRAY AERF2K3SC	1/19/2016	\$ 479.70	23945	\$ 1,293.56
		***		VENDOR TOTALS *1 CHECKS		\$ 1,293.56

*Exhibit "C"
February 2, 2016*

CLAIM #	INVOICE #	VENDOR	CHECK DATE	INVOICE AMOUNT	CHECK #	CHECK AMOUNT
		CARQUEST AUTO PARTS				
0034	I-4796-632934	CASE 125J BOOM	1/19/2016	\$ 61.50	23946	
0035	I-4796-632936	RED DUMP TRUCK	1/19/2016	\$ 17.40	23946	
0036	I-4796-633318	WHITE DUMP TRUCK	1/19/2016	\$ 30.59	23946	\$ 109.49
			***	VENDOR TOTALS * 1 CHECKS		\$ 109.49
		CINTAS UNIFORMS				
0042	I-240408924	PW UNIFORMS_12/03/2015	1/19/2016	\$ 309.88	23947	
0043	I-240409852	PW UNIFORMS_12/10/2015	1/19/2016	\$ 309.88	23947	
0044	I-240410795	PW UNIFORMS_12/17/2015	1/19/2016	\$ 331.33	23947	\$ 951.09
			***	VENDOR TOTALS * 1 CHECKS		\$ 951.09
		COAST ELECTRIC				
0047	I-201601149731	68379-002 SEVENTH ST. LIGHTS	1/19/2016	\$ 28.83	23948	
0048-0049	I-201601149732	COAST ELECTRIC	1/19/2016	\$ 679.11	23948	
0050/0054-0058	I-26446	COAST ELECTRIC	1/19/2016	\$ 10,574.06	23948	\$ 11,282.00
			***	VENDOR TOTALS * 1 CHECKS		\$ 11,282.00
		COAST TRANSIT AUTHORITY				
0046	I-INV-00113535	TROLLEY SERVICE	1/19/2016	\$ 5,938.00	23949	\$ 5,938.00
			***	VENDOR TOTALS * 1 CHECKS		\$ 5,938.00
		COMCEPTS, LLC				
0061	I-97827	ANSWERING SERVICE	1/19/2016	\$ 124.55	23950	
0060	I-97968	ANSWERING SERVICE	1/19/2016	\$ 188.40	23950	
0059	I-98069	ANSWERING SERVICE	1/19/2016	\$ 171.95	23950	\$ 484.90
			***	VENDOR TOTALS * 1 CHECKS		\$ 484.90
		CSX-CONTRACT ADM				
0062	I-8302270	PIPELINE STORMWATER FEE	1/19/2016	\$ 234.26	23951	
0063	I-8307623	2 YR PIPELINE CROSSINGS	1/19/2016	\$ 200.00	23951	\$ 434.26
			***	VENDOR TOTALS * 1 CHECKS		\$ 434.26

CLAIM #	INVOICE #	VENDOR	CHECK DATE	INVOICE AMOUNT	CHECK #	CHECK AMOUNT
0074	I-736876	DAVID'S CHAINSAW & LAWNMOWER WEED EATER STRING / HEADS	1/19/2016	\$ 129.80	23952	\$ 129.80
			***	VENDOR TOTALS *1 CHECKS		\$ 129.80
0067	I-140067221_1	DELTA WORLD TIRE CASE 580M NEW TIRE	1/19/2016	\$ 475.41	23953	
0068	I-140068797_1	B-9 #567 NEW TIRES	1/19/2016	\$ 783.20	23953	
0069	I-140068827_1	NEW TIRES JIMMY L TRUCK	1/19/2016	\$ 318.95	23953	
0070	I-140069016_1	TWO NEW TIRES F-350	1/19/2016	\$ 517.94	23953	
0071	I-140069087_1	NEW TIRE P235/70/R17	1/19/2016	\$ 159.48	23953	
0072	I-140069201_1	TRUCK #34 NEW TIRES	1/19/2016	\$ 301.90	23953	
0073	I-140070576_1	B-12 #482 NEW TIRES	1/19/2016	\$ 624.99	23953	
0159	I-140070618	B-17 #313 NEW TIRE	1/19/2016	\$ 313.04	23953	\$ 3,494.91
			***	VENDOR TOTALS *1 CHECKS		\$ 3,494.91
0076	I-90036970	DPS CRIME LAB ANALYTICAL FEES	1/19/2016	\$ 300.00	23954	\$ 300.00
			***	VENDOR TOTALS *1 CHECKS		\$ 300.00
0077	I-416907	EMERGENCY EQUIPMENT PROFESSION SCBA SERVICE	1/19/2016	\$ 420.98	23955	\$ 420.98
			***	VENDOR TOTALS *1 CHECKS		\$ 420.98
0078	I-MSBAY68191	FASTENAL KUBOTA SIDECUTTER	1/19/2016	\$ 26.89	23956	\$ 26.89
			***	VENDOR TOTALS *1 CHECKS		\$ 26.89
0079	I-NP46200228	FUELMAN FUELMAN_FD	1/19/2016	\$ 0.56	23957	
0080	I-NP46200402	FUELMAN #0402	1/19/2016	\$ 959.78	23957	
0081	I-NP46240899	FUELMAN #0899	1/19/2016	\$ 786.93	23957	
0083	I-NP46358021	FUELMAN #8021	1/19/2016	\$ 711.01	23957	
0082	I-NP46401329	FUELMAN #1329	1/19/2016	\$ 803.09	23957	\$ 3,261.37
			***	VENDOR TOTALS *1 CHECKS		\$ 3,261.37

CLAIM #	INVOICE #	VENDOR	CHECK DATE	INVOICE AMOUNT	CHECK #	CHECK AMOUNT
0084	I-1231109-IN	GULF STATES DISTRIBUTORS POLICE OPERATING SUPPLIES	1/19/2016	\$ 5,325.00	23958	\$ 5,325.00
			***	VENDOR TOTALS * 1 CHECKS		\$ 5,325.00
0100	I-012016-100110	HC SENIOR CITIZENS MONTHLY SUPPORT	1/19/2016	\$ 200.00	23959	\$ 200.00
			***	VENDOR TOTALS * 1 CHECKS		\$ 200.00
0087	I-041016	HUBBARDS HARDWARE TICKET #41016	1/19/2016	\$ 2.02	23960	
0088	I-041032_1	TICKET #41032	1/19/2016	\$ 49.38	23960	
0090	I-041034	TICKET # 41034	1/19/2016	\$ 11.25	23960	
0091	I-041188	TICKET # 41188	1/19/2016	\$ 37.26	23960	
0092	I-041229	TICKET #41229	1/19/2016	\$ 9.80	23960	
0093	I-041270	TICKET #41270	1/19/2016	\$ 5.62	23960	
0094	I-041462	TICKET # 41462	1/19/2016	\$ 65.79	23960	
0095	I-041573	TICKET #41573	1/19/2016	\$ 23.17	23960	
0096	I-041637	TICKET #41637	1/19/2016	\$ 80.00	23960	
0097	I-041676	TICKET #41676	1/19/2016	\$ 27.09	23960	
0098	I-041848	TICKET #41848	1/19/2016	\$ 19.77	23960	
0099	I-044790	HUBBARD'S	1/19/2016	\$ 27.69	23960	
0089	I-40710	HUBBARDS	1/19/2016	\$ 60.23	23960	\$ 419.07
			***	VENDOR TOTALS * 1 CHECKS		\$ 419.07
0102	I-120915A	JUDGE TOMMY CARVER JUDGE PRO TEMP	1/19/2016	\$ 175.00	23962	\$ 175.00
			***	VENDOR TOTALS * 1 CHECKS		\$ 175.00
0104	I-15-3295-01	L.E.A. DATA TECHNOLOGIES INVENTORY SOFTWARE	1/19/2016	\$ 2,945.00	23963	\$ 2,945.00
			***	VENDOR TOTALS * 1 CHECKS		\$ 2,945.00

CLAIM #	INVOICE #	VENDOR	CHECK DATE	INVOICE AMOUNT	CHECK #	CHECK AMOUNT
LEE TRACTOR COMPANY						
0106	C-CR07642	KUBOTA M108	1/19/2016	383.10CR	23964	
0107	I-PI79111	KUBOTA M108	1/19/2016	\$ 403.10	23964	
0105	I-PI79165	KUBOTA M108	1/19/2016	\$ 248.22	23964	
0108	I-PI79167	KUBOTA	1/19/2016	\$ 441.79	23964	\$ 710.01
			***	VENDOR TOTALS *1 CHECKS		\$ 710.01
LYLE MACHINERY						
0110	I-P20700	KUBOTA M108	1/19/2016	\$ 223.47	23965	\$ 223.47
			***	VENDOR TOTALS *1 CHECKS		\$ 223.47
MISSISSIPPI POWER						
0115	I-201601159741	SUM #4 LIGHTING	1/19/2016	\$ 17,472.17	23966	\$ 17,472.17
			***	VENDOR TOTALS *1 CHECKS		\$ 17,472.17
NAPA AUTO PARTS						
0116	I-133907-	FIRE ENGINE	1/19/2016	\$ 249.72	23967	
0017	I-134227	CASE 125J RED BOOM	1/19/2016	\$ 155.69	23967	
0018	I-134229	KUBOTA SIDECUTTER	1/19/2016	\$ 10.40	23967	
0019	I-134456	JOHN DEERE BOOM ARM	1/19/2016	\$ 101.97	23967	\$ 517.78
			***	VENDOR TOTALS *1 CHECKS		\$ 517.78
PITNEY BOWES RESERVE ACCOUNT						
0159.2	I-201601159733	POSTAGE FOR METER	1/19/2016	\$ 300.00	23968	\$ 300.00
			***	VENDOR TOTALS *1 CHECKS		\$ 300.00
PRECISION DELTA CORPORTATION						
0121	I-5105	AMMUNITION	1/19/2016	\$ 1,669.00	23969	
0122	I-5145	AMMUNITION	1/19/2016	\$ 815.22	23969	\$ 2,484.22
			***	VENDOR TOTALS *1 CHECKS		\$ 2,484.22
RAM TOOL CONSTRUCTION SUPPLY C						
0124	I-92796770	WORKER SAFETY	1/19/2016	\$ 133.50	23970	
0123	I-92796771	WORKER SAFETY	1/19/2016	\$ 139.80	23970	\$ 273.30
			***	VENDOR TOTALS *1 CHECKS		\$ 273.30

CLAIM #	INVOICE #	VENDOR	CHECK DATE	INVOICE AMOUNT	CHECK #	CHECK AMOUNT
0125	I-20667343	RICOH USA, INC. PD COPIER LEASE_JAN. 2016	1/19/2016	\$ 264.73	23971	\$ 264.73
			***	VENDOR TOTALS *1 CHECKS		\$ 264.73
0126	I-INV1137967	RJ YOUNG COMPANY PW_CONTRACT & OVERAGE	1/19/2016	\$ 1,386.70	23972	
0127	I-INV1137970	COUNCIL_OVERAGE	1/19/2016	\$ 120.43	23972	\$ 1,507.13
			***	VENDOR TOTALS *1 CHECKS		\$ 1,507.13
0129	I-1290064102	ROCKING C TRUCK & TRAILER ENGINE #3 SIDE WINDOW	1/19/2016	\$ 353.60	23973	\$ 353.60
			***	VENDOR TOTALS *1 CHECKS		\$ 353.60
0133	I-26967	S&L OFFICE SUPPLIES, INC OFFICE SUPPLIES	1/19/2016	\$ 144.39	23974	
0134	I-27300	COPY PAPER	1/19/2016	\$ 115.95	23974	\$ 260.34
			***	VENDOR TOTALS *1 CHECKS		\$ 260.34
0135	I-COMMAGERE PARK_'16	SAINT STANISLAUS SUB-LEASE COMMAGERE PARK	1/19/2016	\$ 1.00	23975	\$ 1.00
			***	VENDOR TOTALS *1 CHECKS		\$ 1.00
0136	I-02530274	SEA COAST ECHO COUNCIL CLECK LEGAL AD	1/19/2016	\$ 26.75	23976	\$ 26.75
			***	VENDOR TOTALS *1 CHECKS		\$ 26.75
0137	I-15122207800000	SOUTHERN ADMINISTRATORS CAFETERIA PLAN_JAN. 2016	1/19/2016	\$ 220.50	23977	\$ 220.50
			***	VENDOR TOTALS *1 CHECKS		\$ 220.50
0143	I-61635	SPECIAL RISK INSURANCE FD_'16/'17 INSURANCE RENEWAL	1/19/2016	\$ 54,268.00	23978	\$ 54,268.00
			***	VENDOR TOTALS *1 CHECKS		\$ 54,268.00

CLAIM #	INVOICE #	VENDOR	CHECK DATE	INVOICE AMOUNT	CHECK #	CHECK AMOUNT
		SPEEDY PRINTING				
0140	I-15160_1	CASE CARDS	1/19/2016	\$ 153.50	23979	
0141	I-15164	BUSINESS CARDS_D. SEAL	1/19/2016	\$ 93.45	23979	
0142	I-15249_1	CK BLDG SLIPS	1/19/2016	\$ 135.00	23979	\$ 381.95
			***	VENDOR TOTALS *1 CHECKS		\$ 381.95
		STEGALL NOTARY SERVICE				
0139	I-201512309720	P. FAIRCONNETUE_NOTARY RENEWAL	1/19/2016	\$ 86.50	23980	\$ 86.50
			***	VENDOR TOTALS *1 CHECKS		\$ 86.50
		SUN COAST CLAYS BUSINESS SUPPL				
0144	I-1096389-0	JANITORIAL SUPPLIES	1/19/2016	\$ 85.20	23981	
0145	I-1104415-0	CITY YARD SUPPLIES	1/19/2016	\$ 174.95	23981	\$ 260.15
			***	VENDOR TOTALS *1 CHECKS		\$ 260.15
		UNIVERSAL TELCOM, LLC				
0147	I-4637	UNIVERSAL TELCOM, LLC	1/19/2016	\$ 4,396.53	23982	\$ 4,396.53
			***	VENDOR TOTALS *1 CHECKS		\$ 4,396.53
		WARING OIL				
0148	I-001442652	GAS & DIESEL	1/19/2016	\$ 1,134.60	23983	
0149	I-001444925	GAS & DIESEL	1/19/2016	\$ 1,335.40	23983	
0150	I-001445594	CASTROL GTX_VEHICLE SERVICE	1/19/2016	\$ 1,235.42	23983	
0151	I-001446588	GAS & DIESEL	1/19/2016	\$ 1,299.93	23983	\$ 5,005.35
			***	VENDOR TOTALS *1 CHECKS		\$ 5,005.35
		WASTE MANAGEMENT -MISS ,INC				
0155	I-0631644-2134-7	CITY YARD DUMPSTER	1/19/2016	\$ 219.09	23984	\$ 219.09
			***	VENDOR TOTALS *1 CHECKS		\$ 219.09
		WASTE PRO (FORMERLY DELTA SAN				
0153	I-0000683009	CITY YARD DUMPSTER	1/19/2016	\$ 321.95	23985	\$ 321.95
			***	VENDOR TOTALS *1 CHECKS		\$ 321.95

CLAIM #	INVOICE #	VENDOR	CHECK DATE	INVOICE AMOUNT	CHECK #	CHECK AMOUNT
0157	I-BCMINV0001579	WATCH GUARD VIDEO WEARABLE CAMERA	1/19/2016	\$ 2,721.00	23986	\$ 2,721.00
			***	VENDOR TOTALS *1 CHECKS		\$ 2,721.00
0158	I-12/29/2015	WRIGHT, WARD, HATTEN, & GUEL, AUDIT_FY ENDED 09/30/2014	1/19/2016	\$ 1,000.00	23987	\$ 1,000.00
			***	VENDOR TOTALS *1 CHECKS		\$ 1,000.00

TOTAL GENERAL FUND:	\$ 134,614.73
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BANK: DEBT DEBT SERVICE ACCOUNT

CLAIM #	INVOICE #	VENDOR	CHECK DATE	INVOICE AMOUNT	CHECK #	CHECK AMOUNT
0015	I-PAY NO 26 01	BANCORPSOUTH EQUIPMENT FINANCE 002-0070703-002 JOHN DEERE	1/19/2016	\$ 1,441.27	1117	\$ 1,441.27
0014	I-PAY NO 57	BANCORPSOUTH EQUIPMENT FINANCE 002-0070703-001 TRACTORS	1/19/2016	\$ 3,824.74	1118	\$ 3,824.74
				***	VENDOR TOTALS * 2 CHECKS	\$ 5,266.01
0103	I-PAY NO 46	KANSAS STATE BANK 3343766_POLICE VEHICLES	1/19/2016	\$ 3,897.20	1119	\$ 3,897.20
				***	VENDOR TOTALS * 1 CHECKS	\$ 3,897.20

TOTAL DEBT SERVICE FUND: \$ 9,163.21

BANK: HARB MUNICIPAL HARBOR

CLAIM #	INVOICE #	VENDOR	CHECK DATE	INVOICE AMOUNT	CHECK #	CHECK AMOUNT
0007	I-12/13/2015_1	AT&T 228 M69-7896 896_12/13/2015	1/19/2016	\$ 190.62	2822	\$ 190.62
			***	VENDOR TOTALS	* 1 CHECKS	\$ 190.62
0008	I-201512299716	AT&T HARBOR U-PVERSE	1/19/2016	\$ 219.17	2823	\$ 219.17
			***	VENDOR TOTALS	* 1 CHECKS	\$ 219.17
0016	I-201512309717	BAY ST LOUIS UTILITIES 09-3842-00 MARINA	1/19/2016	\$ 62.50	2824	\$ 62.50
			***	VENDOR TOTALS	* 1 CHECKS	\$ 62.50
0037	I-240401349	CINTAS UNIFORMS HARBOR UNIFORMS_10/08/2015	1/19/2016	\$ 45.82	2825	
0038	I-240403235	HARBOR UNIFORMS_10//22/2015	1/19/2016	\$ 45.82	2825	
0039	I-240408923	HARBOR UNIFORMS_12/03/2015	1/19/2016	\$ 45.82	2825	
0040	I-240409851	HARBOR UNIFORMS_12/10/2015	1/19/2016	\$ 45.82	2825	
0041	I-240410794	HARBOR UNIFORMS_12/17/2015	1/19/2016	\$ 45.82	2825	\$ 229.10
			***	VENDOR TOTALS	* 1 CHECKS	\$ 229.10
0066	I-201512319722	CSPIRE (FORMERLY CELLULAR SOUT HARBORMASTER TELEPHONE	1/19/2016	\$ 47.07	2826	\$ 47.07
			***	VENDOR TOTALS	* 1 CHECKS	\$ 47.07
0109	I-11363	LOWE'S HARBOR PLUMBING REPAIRS	1/19/2016	\$ 21.87	2827	\$ 21.87
			***	VENDOR TOTALS	* 1 CHECKS	\$ 21.87
0111	I-17165	MAYO'S AIR CONDITIONING & HEAT A/C	1/19/2016	\$ 490.00	2828	\$ 490.00
			***	VENDOR TOTALS	* 1 CHECKS	\$ 490.00

CLAIM #	INVOICE #	VENDOR	CHECK DATE	INVOICE AMOUNT	CHECK #	CHECK AMOUNT
0113	I-201601159740	MISSISSIPPI POWER 29014-26053_MARINA	1/19/2016	\$ 3,129.68	2829	\$ 3,129.68
			***	VENDOR TOTALS *1 CHECKS		\$ 3,129.68
0147	I-4637_1	UNIVERSAL TELCOM, LLC UNIVERSAL TELCOM, LLC	1/19/2016	\$ 61.01	2830	\$ 61.01
			***	VENDOR TOTALS *1 CHECKS		\$ 61.01
0152	I-001443998	WARING OIL HARBOR_GASOLINE	1/19/2016	\$ 8,767.48	2831	\$ 8,767.48
			***	VENDOR TOTALS *1 CHECKS		\$ 8,767.48
0154	I-0631268-2134-5	WASTE MANAGEMENT -MISS ,INC HARBOR DUMPSTER	1/19/2016	\$ 249.95	2832	\$ 249.95
			***	VENDOR TOTALS *1 CHECKS		\$ 249.95

TOTAL MUNICIPAL HARBOR FUND:	\$ 13,468.45
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BANK: UTOP UTILITY OPERATING FUND

CLAIM #	INVOICE #	VENDOR	CHECK DATE	INVOICE AMOUNT	CHECK #	CHECK AMOUNT
0001	I-9932380315	AIRGAS CYLINDER RENTAL	1/19/2016	\$ 122.50	1091	\$ 122.50
			***	VENDOR TOTALS * 1 CHECKS		\$ 122.50
0002	I-2871-768185	ALL PHASE ELECTRIC LIFT STATION'S	1/19/2016	\$ 48.00	1092	\$ 48.00
			***	VENDOR TOTALS * 1 CHECKS		\$ 48.00
0017-0031	I-201512309718	BAY ST LOUIS UTILITIES BAY ST LOUIS UTILITIES	1/19/2016	\$ 2,165.71	1093	\$ 2,165.71
			***	VENDOR TOTALS * 1 CHECKS		\$ 2,165.71
0045	I-63691	COAST CHLORINATOR COAST CHLORINATOR	1/19/2016	\$ 725.00	1094	\$ 725.00
			***	VENDOR TOTALS * 1 CHECKS		\$ 725.00
0051-0053	I-26446_1	COAST ELECTRIC COAST ELECTRIC	1/19/2016	\$ 551.28	1095	\$ 551.28
			***	VENDOR TOTALS * 1 CHECKS		\$ 551.28
0064	I-0455895-002-000	CONSOLIDATED PIPE & SUPPLY COM UTILITIES SUPPLIES	1/19/2016	\$ 168.00	1096	
0065	I-0456950-001-000	YARD STOCK	1/19/2016	\$ 840.00	1096	\$ 1,008.00
			***	VENDOR TOTALS * 1 CHECKS		\$ 1,008.00
0075	I-212002422-15	DPC ENTERPRISES, L.P. CHLORINE WELLS	1/19/2016	\$ 2,287.36	1097	\$ 2,287.36
			***	VENDOR TOTALS * 1 CHECKS		\$ 2,287.36
0085	I-395	HC SOLID WASTE AUTHORITY RESID. SOLID WASTE_DEC. 2015	1/19/2016	\$ 37,464.98	1098	\$ 37,464.98
			***	VENDOR TOTALS * 1 CHECKS		\$ 37,464.98

CLAIM #	INVOICE #	VENDOR	CHECK DATE	INVOICE AMOUNT	CHECK #	CHECK AMOUNT
0086	I-12/31/2015	HC UTILITY AUTHORITY ADMIN FEE & DEBT SERVICE	1/19/2016	\$ 55,064.01	1099	\$ 55,064.01
			***	VENDOR TOTALS *1 CHECKS		\$ 55,064.01
0088	I-041032	HUBBARDS HARDWARE TICKET #41032	1/19/2016	\$ 11.56	1100	
0089	I-40710_1	HUBBARDS	1/19/2016	\$ 41.91	1100	\$ 53.47
			***	VENDOR TOTALS *1 CHECKS		\$ 53.47
0101	I-TAX YEAR 2015	JOHN E. BALLANCE, SHERIFF/TAX GAS STORAGE PARCEL #2400001850	1/19/2016	\$ 776.55	1101	\$ 776.55
			***	VENDOR TOTALS *1 CHECKS		\$ 776.55
0112	I-1512512-2013	MICRO METHODS WATER SAMPLES	1/19/2016	\$ 100.00	1102	\$ 100.00
			***	VENDOR TOTALS *1 CHECKS		\$ 100.00
0114	I-201512319723	MISSISSIPPI POWER SUM #2 LIFT STATIONS	1/19/2016	\$ 1,219.09	1103	\$ 1,219.09
			***	VENDOR TOTALS *1 CHECKS		\$ 1,219.09
0120	I-134455	NAPA AUTO PARTS SEWER MACHINE	1/19/2016	\$ 44.99	1104	\$ 44.99
			***	VENDOR TOTALS *1 CHECKS		\$ 44.99
0159.1	I-012016-2009	POSTMASTER PERMIT #14 UTILITY POSTAGE	1/19/2016	\$ 1,800.00	1105	\$ 1,800.00
			***	VENDOR TOTALS *1 CHECKS		\$ 1,800.00
0128	I-003112	RUMFOLA SALES & SERVICE SEWER MACHINE	1/19/2016	\$ 2,611.52	1106	\$ 2,611.52
			***	VENDOR TOTALS *1 CHECKS		\$ 2,611.52

CLAIM #	INVOICE #	VENDOR	CHECK DATE	INVOICE AMOUNT	CHECK #	CHECK AMOUNT
		S&L OFFICE SUPPLIES , INC				
0130	I-12/01/2015	BILLING ENVELOPES	1/19/2016	\$ 675.00	1107	
0131	I-27643	BILLING ENVELOPES	1/19/2016	\$ 108.98	1107	
0132	I-27645	UPS GROUND SHIPPING	1/19/2016	\$ 11.56	1107	\$ 795.54
			***	VENDOR TOTALS *1 CHECKS		\$ 795.54
		SOUTHERN CROSS CORP				
		FLAME PACK				
0138	I-72191		1/19/2016	\$ 1,029.32	1108	\$ 1,029.32
			***	VENDOR TOTALS *1 CHECKS		\$ 1,029.32
		TAPPER SECURITY, INC.				
		WATER WELL MONITORING				
0146	I-65409		1/19/2016	\$ 22.50	1109	\$ 22.50
			***	VENDOR TOTALS *1 CHECKS		\$ 22.50
		WASTE MANAGEMENT -MISS ,INC				
		DUMPSTER SERVICE-COMM. HALL				
0156	I-0631638-2134-9		1/19/2016	\$ 394.28	1110	\$ 394.28
			***	VENDOR TOTALS *1 CHECKS		\$ 394.28
		WRIGHT, WARD, HATTEN, & GUEL,				
		AUDIT_FY ENDED 09/30/2014				
0158	I-12/29/2015_1		1/19/2016	\$ 1,000.00	1111	\$ 1,000.00
			***	VENDOR TOTALS *1 CHECKS		\$ 1,000.00

TOTAL UTILITY OPERATING FUND:	\$ 109,284.10
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****FUND TOTALS****

001 GENERAL FUND	\$ 134,614.73
200 DEBT SERVICE FUND	\$ 9,163.21
450 MUNICIPL HARBOR FUND	\$ 13,468.45
400 UTILITY OPERATING FUND	\$ 109,284.10
 GRAND TOTAL:	 \$ 266,530.49

1/20/2016 2:23 PM
 PAYROLL NO#: 01 CITY OF BAY, ST. LOUIS
 BATCH: ALL BATCHES

ALL BATCH REPORT

DEPT: 001 1
 CITY OF BAY ST. LOUIS COUNCIL

EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE BATCH	RATE	HOURS	AMOUNT
1036	BOUDIN, JR, ROBERT J	SAL -1	SAL PAY	001-100-400-000	PAYROLL			692.31
					EMPLOYEE TOTAL			692.31
1033	COMPRETTE, ROBERT J	SAL -1	SAL PAY	001-100-400-000	PAYROLL			646.16
					EMPLOYEE TOTAL			646.16
1300	FALGOUT, LONNIE J	SAL -1	SAL PAY	001-100-400-000	PAYROLL			646.16
					EMPLOYEE TOTAL			646.16
1299	FAVRE, MICHAEL J	SAL -1	SAL PAY	001-100-400-000	PAYROLL			646.16
					EMPLOYEE TOTAL			646.16
1339	GARCIA, LINDA D	R -1	REGULAR PAY	001-100-400-000	PAYROLL	12.40	80.00	992.00
		OT -1-1	OVERTIME	001-100-401-000	OVERTIME PAYROLL	18.60	3.50	65.10
					EMPLOYEE TOTAL		83.50	1,057.10
1194	MC DONALD, WENDY	SAL -1	SAL PAY	001-100-400-000	PAYROLL			646.16
					EMPLOYEE TOTAL			646.16
1039	REED, JEFFREY J	SAL -1	SAL PAY	001-100-400-000	PAYROLL			646.16
					EMPLOYEE TOTAL			646.16
1038	SEAL, JR, PHILLIP DOUG	SAL -1	SAL PAY	001-100-400-000	PAYROLL			646.16
					EMPLOYEE TOTAL			646.16
1326	TILLEY, LISA C	R -1	REGULAR PAY	001-100-400-000	PAYROLL	16.50	80.00	1,320.00
		OT -1-1	OVERTIME	001-100-401-000	OVERTIME PAYROLL	24.75	4.75	117.56
					EMPLOYEE TOTAL		84.75	1,437.56

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
OVERTIME	8.25	182.66
REGULAR PAY	160.00	2,312.00
SALARY PAY		4,569.27
** TOTALS **	168.25	7,063.93

SIGNATURE: _____

Exhibit "D"
February 2, 2016

RECEIVED
 JAN 22 2016
 BY: *Get*
mtg 2-2-16

EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE BATCH	RATE	HOURS	AMOUNT
1053	BREMER, MARY ANN	R -1	REGULAR PAY	001-102-400-000	PAYROLL	14.58	79.50	1,159.11
EMPLOYEE TOTAL							79.50	1,159.11
1011	SHEPPARD, CLEMENTINE T	R -1	REGULAR PAY	001-102-400-000	PAYROLL	18.50	74.75	1,382.88
		PRSL -1	PRSNL LEAVE	001-102-400-000	PAYROLL	18.50	5.25	97.13
EMPLOYEE TOTAL							80.00	1,480.01
1334	SINGLETON, CAROL F	R -1	REGULAR PAY	001-102-400-000	PAYROLL	10.50	71.25	748.13
EMPLOYEE TOTAL							71.25	748.13

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
PERSONAL LEAVE	5.25	97.13
REGULAR PAY	225.50	3,290.12
** TOTALS **	230.75	3,387.25

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EMP#	NAME	CODE	DESCRIPTION	G/L	ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1182	BURCH, MARY A	R -1	REGULAR PAY	001-120-400-000	PAYROLL			16.98	75.50	1,281.99
		VAC -1	VAC PAY	001-120-400-000	PAYROLL			16.98	2.50	42.45
		PRSL -1	PRSNL LEAVE	001-120-400-000	PAYROLL			16.98	2.00	33.96
						EMPLOYEE TOTAL			80.00	1,358.40
1335	CLARK, ROBERT J	R -1	REGULAR PAY	001-120-400-000	PAYROLL			24.63	18.25	449.59
		VAC -1	VAC PAY	001-120-400-000	PAYROLL			24.63	21.56	531.13
		PRSL -1	PRSNL LEAVE	001-120-400-000	PAYROLL			24.63	2.78	68.49
						EMPLOYEE TOTAL			42.59	1,049.21
1010	FAIRCONNETUE, PAULA C	R -1	REGULAR PAY	001-120-400-000	PAYROLL			17.91	71.25	1,276.09
		OT -1-1	OVERTIME	001-120-401-000	OVERTIME PAYROLL			26.86	0.50	13.43
		VAC -1	VAC PAY	001-120-400-000	PAYROLL			17.91	3.50	62.69
		PRSL -1	PRSNL LEAVE	001-120-400-000	PAYROLL			17.91	1.00	17.91
		SCK -1	SICK PAY	001-120-400-000	PAYROLL			17.91	3.50	62.69
						EMPLOYEE TOTAL			79.75	1,432.81
1139	FARVE, ELIZABETH F	SAL -1	SAL PAY	001-120-400-000	PAYROLL					485.56
						EMPLOYEE TOTAL				485.56
1219	FAVRE, JAMIE E	R -1	REGULAR PAY	001-120-400-000	PAYROLL			13.58	71.50	970.97
		SCK -1	SICK PAY	001-120-400-000	PAYROLL			13.58	8.50	115.43
						EMPLOYEE TOTAL			80.00	1,086.40
1244	FEUERSTEIN, DANA M	R -1	REGULAR PAY	001-120-400-000	PAYROLL			12.08	76.25	921.10
		OT -1-1	OVERTIME	001-120-401-000	OVERTIME PAYROLL			18.12	0.50	9.06
		PRSL -1	PRSNL LEAVE	001-120-400-000	PAYROLL			12.08	3.75	45.30
						EMPLOYEE TOTAL			80.50	975.46
1140	FILLINGAME, LES M	SAL -1	SAL PAY	001-120-400-000	PAYROLL					3,091.38
						EMPLOYEE TOTAL				3,091.38
1341	GONZALES, DOLLY H	R -1	REGULAR PAY	001-120-400-000	PAYROLL			25.00	16.75	418.75
						EMPLOYEE TOTAL			16.75	418.75
1322	JACOBI, LOUIS S	R -1	REGULAR PAY	001-120-400-000	PAYROLL			15.50	46.75	724.63
						EMPLOYEE TOTAL			46.75	724.63
1005	MCKAY JR, AUGUST CHARLES	SAL -1	SAL PAY	001-120-400-000	PAYROLL					1,251.68
		PRSL -1	PRSNL LEAVE	001-120-400-000	PAYROLL			26.07	8.00	208.62
		SCK -1	SICK PAY	001-120-400-000	PAYROLL			26.07	24.00	625.85
						EMPLOYEE TOTAL			32.00	2,086.15
1093	TICE, VIOLET PATRICIA	DR -1	REGULAR PAY	001-120-400-000	PAYROLL			19.60	74.00	1,450.40
		OT -1-1	OVERTIME	001-120-401-000	OVERTIME PAYROLL			29.40	3.00	88.20
		SCK -1	SICK PAY	001-120-400-000	PAYROLL			19.60	4.50	88.20
						EMPLOYEE TOTAL			81.50	1,626.80

DEPARTMENT TOTALS

DEPARTMENT TOTALS

TYPE
 OVERTIME
 PERSONAL LEAVE
 REGULAR PAY
 SALARY PAY
 SICK PAY
 VACATION PAY
 ** TOTALS **

TYPE	HOURS	AMOUNT
OVERTIME	4.00	110.69
PERSONAL LEAVE	17.53	374.28
REGULAR PAY	450.25	7,493.52
SALARY PAY		4,828.62
SICK PAY	40.50	892.17
VACATION PAY	27.56	636.27
** TOTALS **	539.84	14,335.55

SIGNATURE: _____

EMP#	NAME	CODE	DESCRIPTION	G/L	ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1263	BEAUGEZ, GERALD J	R -1	REGULAR PAY	001-150-400-000	PAYROLL			19.00	71.00	1,349.00
									71.00	1,349.00
EMPLOYEE TOTAL										
1052	BLACK, CHARLENE MARIE	R -1	REGULAR PAY	001-150-400-000	PAYROLL			19.35	75.25	1,456.09
		VAC -1	VAC PAY	001-150-400-000	PAYROLL			19.35	3.75	72.56
		SCK -1	SICK PAY	001-150-400-000	PAYROLL			19.35	1.00	19.35
									80.00	1,548.00
EMPLOYEE TOTAL										
1218	FARVE, GREGORY J	R -1	REGULAR PAY	001-150-400-000	PAYROLL			13.00	48.00	624.00
									48.00	624.00
EMPLOYEE TOTAL										
1050	KIHNEMAN, SUSAN T	R -1	REGULAR PAY	001-150-400-000	PAYROLL			12.08	56.25	679.50
		BV -1	BEREAVEMENT	001-150-400-000	PAYROLL			12.08	24.00	289.92
									80.25	969.42
EMPLOYEE TOTAL										
1045	MCCONNELL, THOMAS H	R -1	REGULAR PAY	001-150-400-000	PAYROLL			20.19	70.25	1,418.35
		OT -1-1	OVERTIME	001-150-401-000	OVERTIME PAYROLL			30.28	2.75	83.28
		PRSL -1	PRSNL LEAVE	001-150-400-000	PAYROLL			20.19	7.75	156.47
									80.75	1,658.10
EMPLOYEE TOTAL										
1228	OLIVER, CHARLES R	SAL -1	SAL PAY	001-150-400-000	PAYROLL					1,816.92
										1,816.92
EMPLOYEE TOTAL										
1012	PRENDERGAST, MADELINE	SAL -1	SAL PAY	001-150-400-000	PAYROLL					471.29
										471.29
EMPLOYEE TOTAL										

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
BEREAVEMENT PAY	24.00	289.92
OVERTIME	2.75	83.28
PERSONAL LEAVE	7.75	156.47
REGULAR PAY	320.75	5,526.94
SALARY PAY		2,288.21
SICK PAY	1.00	19.35
VACATION PAY	3.75	72.56
** TOTALS **	360.00	8,436.73

SIGNATURE: _____

EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE BATCH	RATE	HOURS	AMOUNT
1055	ADERER, KARL A	R -1	REGULAR PAY	001-200-400-000	PAYROLL	14.06	80.00	1,124.80
					EMPLOYEE TOTAL		80.00	1,124.80
1085	ARMENTROUT, SCOTT A	R -1	REGULAR PAY	001-200-400-000	PAYROLL	15.17	60.00	910.20
		SCK -1	SICK PAY	001-200-400-000	PAYROLL	15.17	24.00	364.08
					EMPLOYEE TOTAL		84.00	1,274.28
1090	ARNOLD, JAMES ANTHONY	R -1	REGULAR PAY	001-200-400-000	PAYROLL	14.06	83.50	1,174.01
					EMPLOYEE TOTAL		83.50	1,174.01
1146	AVERHART, PEGGY L	R -1	REGULAR PAY	001-200-400-000	PAYROLL	14.00	32.00	448.00
					EMPLOYEE TOTAL		32.00	448.00
1332	BLANTON, JAMIE M	R -1	REGULAR PAY	001-200-400-000	PAYROLL	15.02	84.00	1,261.68
					EMPLOYEE TOTAL		84.00	1,261.68
1043	BLAPPERT, DIANE S	R -1	REGULAR PAY	001-200-400-000	PAYROLL	16.00	80.00	1,280.00
					EMPLOYEE TOTAL		80.00	1,280.00
1059	BRADY, TAMMY L	R -1	REGULAR PAY	001-200-400-000	PAYROLL	14.73	64.00	942.72
		VAC -1	VAC PAY	001-200-400-000	PAYROLL	14.73	8.00	117.84
		PRSL -1	PRSNL LEAVE	001-200-400-000	PAYROLL	14.73	8.00	117.84
					EMPLOYEE TOTAL		80.00	1,178.40
1084	BURCH, JAMES S	R -1	REGULAR PAY	001-200-400-000	PAYROLL	18.87	84.00	1,585.08
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL	28.30	1.00	28.31
					EMPLOYEE TOTAL		85.00	1,613.39
1308	CORR, NATHAN M	R -1	REGULAR PAY	001-200-400-000	PAYROLL	15.02	84.00	1,261.68
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL	22.53	7.50	168.98
					EMPLOYEE TOTAL		91.50	1,430.66
1199	COSTER, MARY I	R -1	REGULAR PAY	001-200-400-000	PAYROLL	14.06	28.00	393.68
					EMPLOYEE TOTAL		28.00	393.68
1087	DENARDO, MICHAEL J	SAL -1	SAL PAY	001-200-400-000	PAYROLL			2,201.54
					EMPLOYEE TOTAL			2,201.54
1064	DENARDO, PATRICIA E	R -1	REGULAR PAY	001-200-400-000	PAYROLL	15.17	84.00	1,274.28
					EMPLOYEE TOTAL		84.00	1,274.28
1333	EAGAN III, FREDERICK L	R -1	REGULAR PAY	001-200-400-000	PAYROLL	15.02	84.00	1,261.68
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL	22.53	3.00	67.59
					EMPLOYEE TOTAL		87.00	1,329.27
1296	EPPELSON, BRAD B	R -1	REGULAR PAY	001-200-400-000	PAYROLL	15.02	84.00	1,261.68
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL	22.53	3.50	78.86
					EMPLOYEE TOTAL		87.50	1,340.54
1312	FIERRO, JOSE R	R -1	REGULAR PAY	001-200-400-000	PAYROLL	15.02	75.00	1,126.50

EMP#	NAME	CODE	DESCRIPTION	G/L	ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
		PRSL -1	PRSNL LEAVE	001-200-400-000	PAYROLL			15.02	6.00	90.12
		SCK -1	SICK PAY	001-200-400-000	PAYROLL			15.02	3.00	45.06
						EMPLOYEE TOTAL			84.00	1,261.68
1080	GAILLOT, KEVEN RENE	R -1	REGULAR PAY	001-200-400-000	PAYROLL			15.02	72.00	1,081.44
		PRSL -1	PRSNL LEAVE	001-200-400-000	PAYROLL			15.02	12.00	180.24
						EMPLOYEE TOTAL			84.00	1,261.68
1202	GRAY, DONALD R	R -1	REGULAR PAY	001-200-400-000	PAYROLL			17.07	84.00	1,433.88
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL			25.60	1.50	38.41
						EMPLOYEE TOTAL			85.50	1,472.29
1083	GRIFFITH, LAURA P	R -1	REGULAR PAY	001-200-400-000	PAYROLL			14.83	80.00	1,186.40
						EMPLOYEE TOTAL			80.00	1,186.40
1042	HAMBRICK, BAILEY	R -1	REGULAR PAY	001-200-400-000	PAYROLL			17.63	80.00	1,410.40
						EMPLOYEE TOTAL			80.00	1,410.40
1065	HENDRIX, JEFFREY B	R -1	REGULAR PAY	001-200-400-000	PAYROLL			17.07	84.00	1,433.88
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL			25.60	0.75	19.20
						EMPLOYEE TOTAL			84.75	1,453.08
1067	HUDGENS JR, GARY WAYNE	R -1	REGULAR PAY	001-200-400-000	PAYROLL			17.07	76.50	1,305.86
		PRSL -1	PRSNL LEAVE	001-200-400-000	PAYROLL			17.07	7.50	128.03
						EMPLOYEE TOTAL			84.00	1,433.89
1060	MAYLEY, WESTON C	R -1	REGULAR PAY	001-200-400-000	PAYROLL			20.12	84.00	1,690.08
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL			30.18	4.00	120.72
						EMPLOYEE TOTAL			88.00	1,810.80
1324	MCQUEEN, CALEB W	R -1	REGULAR PAY	001-200-400-000	PAYROLL			15.02	84.00	1,261.68
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL			22.53	10.50	236.57
						EMPLOYEE TOTAL			94.50	1,498.25
1058	MITCHELL, JOHN E	R -1	REGULAR PAY	001-200-400-000	PAYROLL			17.21	67.50	1,161.68
		PRSL -1	PRSNL LEAVE	001-200-400-000	PAYROLL			17.21	16.50	283.97
						EMPLOYEE TOTAL			84.00	1,445.65
1285	MOSSEY, JOSHUA M	R -1	REGULAR PAY	001-200-400-000	PAYROLL			14.06	84.00	1,181.04
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL			21.09	12.00	253.08
						EMPLOYEE TOTAL			96.00	1,434.12
1227	MURPHY, DYLAN K	R -1	REGULAR PAY	001-200-400-000	PAYROLL			17.07	84.00	1,433.88
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL			25.60	5.00	128.03
						EMPLOYEE TOTAL			89.00	1,561.91
1041	NECAISE, DORTY J	R -1	REGULAR PAY	001-200-400-000	PAYROLL			13.48	56.00	754.88
		SCK -1	SICK PAY	001-200-400-000	PAYROLL			13.48	24.00	323.52
						EMPLOYEE TOTAL			80.00	1,078.40

EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE BATCH	RATE	HOURS	AMOUNT
1323	NELSON, JOHN E	R -1	REGULAR PAY	001-200-400-000	PAYROLL	15.02	84.00	1,261.68
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL	22.53	7.50	168.98
EMPLOYEE TOTAL							91.50	1,430.66
1091	ONEAL JR, ROBERT ERNIE	R -1	REGULAR PAY	001-200-400-000	PAYROLL	18.88	84.00	1,585.92
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL	28.32	17.00	481.44
EMPLOYEE TOTAL							101.00	2,067.36
1044	OTNOTT, CHARLES H	R -1	REGULAR PAY	001-200-400-000	PAYROLL	14.09	80.00	1,127.20
EMPLOYEE TOTAL							80.00	1,127.20
1277	PERKINS, LYNN D	R -1	REGULAR PAY	001-200-400-000	PAYROLL	15.02	84.00	1,261.68
EMPLOYEE TOTAL							84.00	1,261.68
1068	PHILLIPS, PUSH A	R -1	REGULAR PAY	001-200-400-000	PAYROLL	18.88	84.00	1,585.92
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL	28.32	11.50	325.68
EMPLOYEE TOTAL							95.50	1,911.60
1309	REYNOLDS, RICKY D	R -1	REGULAR PAY	001-200-400-000	PAYROLL	15.17	73.00	1,107.41
		BV -1	BEREAVEMENT	001-200-400-000	PAYROLL	15.17	16.50	250.31
EMPLOYEE TOTAL							89.50	1,357.72
1234	STANTON, NATHANIEL A	R -1	REGULAR PAY	001-200-400-000	PAYROLL	17.07	60.00	1,024.20
		MIL -1	MILITARY LVE	001-200-400-000	PAYROLL	17.07	24.00	409.68
EMPLOYEE TOTAL							84.00	1,433.88
1196	TAYLOR, PAUL STEWART	R -1	REGULAR PAY	001-200-400-000	PAYROLL	15.02	84.00	1,261.68
EMPLOYEE TOTAL							84.00	1,261.68
1338	TAYLOR, JR, ERNEST L	R -1	REGULAR PAY	001-200-400-000	PAYROLL	15.02	84.00	1,261.68
EMPLOYEE TOTAL							84.00	1,261.68

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
BEREAVEMENT PAY	16.50	250.31
MILITARY LEAVE	24.00	409.68
OVERTIME	84.75	2,115.85
PERSONAL LEAVE	50.00	800.20
REGULAR PAY	2,659.50	42,118.46
SALARY PAY		2,201.54
SICK PAY	51.00	732.66
VACATION PAY	8.00	117.84
** TOTALS **	2,893.75	48,746.54

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EMP#	NAME	CODE	DESCRIPTION	G/L	ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1099	ARMENTA SR, BRIAN	R	REGULAR PAY	001-260-400-000	PAYROLL			10.90	106.00	1,155.40
		OT	-1-1 OVERTIME	001-260-401-000	OVERTIME PAYROLL			16.35	14.00	228.90
						EMPLOYEE TOTAL			120.00	1,384.30
1220	AVERY, RONALD D	R	REGULAR PAY	001-260-400-000	PAYROLL			11.69	106.00	1,239.14
		OT	-1-1 OVERTIME	001-260-401-000	OVERTIME PAYROLL			17.53	50.00	876.75
						EMPLOYEE TOTAL			156.00	2,115.89
1314	BELL, JOSHUA L	R	REGULAR PAY	001-260-400-000	PAYROLL			9.90	106.00	1,049.40
		OT	-1-1 OVERTIME	001-260-401-000	OVERTIME PAYROLL			14.85	14.00	207.90
						EMPLOYEE TOTAL			120.00	1,257.30
1130	BUCK, TROY A	R	REGULAR PAY	001-260-400-000	PAYROLL			11.69	48.00	561.12
		VAC	-1 VAC PAY	001-260-400-000	PAYROLL			11.69	72.00	841.68
						EMPLOYEE TOTAL			120.00	1,402.80
1269	BURCHETT, TIMOTHY M	R	REGULAR PAY	001-260-400-000	PAYROLL			9.15	106.00	969.90
		OT	-1-1 OVERTIME	001-260-401-000	OVERTIME PAYROLL			13.72	14.00	192.15
						EMPLOYEE TOTAL			120.00	1,162.05
1230	CATALANO JR, GARY J	R	REGULAR PAY	001-260-400-000	PAYROLL			10.15	106.00	1,075.90
		OT	-1-1 OVERTIME	001-260-401-000	OVERTIME PAYROLL			15.22	14.00	213.15
						EMPLOYEE TOTAL			120.00	1,289.05
1313	CLARK, AUSTIN T	R	REGULAR PAY	001-260-400-000	PAYROLL			9.90	106.00	1,049.40
		OT	-1-1 OVERTIME	001-260-401-000	OVERTIME PAYROLL			14.85	14.00	207.90
						EMPLOYEE TOTAL			120.00	1,257.30
1316	ELZY, DERRION L	R	REGULAR PAY	001-260-400-000	PAYROLL			9.90	106.00	1,049.40
		OT	-1-1 OVERTIME	001-260-401-000	OVERTIME PAYROLL			14.85	14.00	207.90
						EMPLOYEE TOTAL			120.00	1,257.30
1103	FARVE, III, JOHN L	R	REGULAR PAY	001-260-400-000	PAYROLL			10.15	106.00	1,075.90
		OT	-1-1 OVERTIME	001-260-401-000	OVERTIME PAYROLL			15.22	26.00	395.85
						EMPLOYEE TOTAL			132.00	1,471.75
1257	GARBER, JEFFREY B	SCK	-1 SICK PAY	001-260-400-000	PAYROLL			10.15	24.00	243.60
						EMPLOYEE TOTAL			24.00	243.60
1100	GARBER, TAMMY	R	REGULAR PAY	001-260-400-000	PAYROLL			14.58	56.00	816.48
		SCK	-1 SICK PAY	001-260-400-000	PAYROLL			14.58	24.00	349.92
						EMPLOYEE TOTAL			80.00	1,166.40
1320	GLIDDEN, JOHN A	R	REGULAR PAY	001-260-400-000	PAYROLL			9.90	106.00	1,049.40
		OT	-1-1 OVERTIME	001-260-401-000	OVERTIME PAYROLL			14.85	14.00	207.90
						EMPLOYEE TOTAL			120.00	1,257.30
1104	GNAU, RACHEL E	R	REGULAR PAY	001-260-400-000	PAYROLL			11.69	96.00	1,122.24
		SCK	-1 SICK PAY	001-260-400-000	PAYROLL			11.69	24.00	280.56
						EMPLOYEE TOTAL			120.00	1,402.80

EMP#	NAME	CODE	DESCRIPTION	G/L	ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1328	GUITREAU, MICHAEL J	R -1	REGULAR PAY	001-260-400-000	PAYROLL			9.90	106.00	1,049.40
		OT -1-1	OVERTIME	001-260-401-000	OVERTIME PAYROLL			14.85	14.00	207.90
					EMPLOYEE TOTAL				120.00	1,257.30
1258	HARDMAN, MATTHEW B	R -1	REGULAR PAY	001-260-400-000	PAYROLL			10.15	106.00	1,075.90
		OT -1-1	OVERTIME	001-260-401-000	OVERTIME PAYROLL			15.22	14.00	213.15
					EMPLOYEE TOTAL				120.00	1,289.05
1284	LENORMAND, RICHARD J	R -1	REGULAR PAY	001-260-400-000	PAYROLL			9.15	48.00	439.20
					EMPLOYEE TOTAL				48.00	439.20
1340	LOUSTALOT III, NORMAN JR	-1	REGULAR PAY	001-260-400-000	PAYROLL			9.15	24.00	219.60
					EMPLOYEE TOTAL				24.00	219.60
1303	MAURICE JR, GARY T	R -1	REGULAR PAY	001-260-400-000	PAYROLL			9.90	106.00	1,049.40
		OT -1-1	OVERTIME	001-260-401-000	OVERTIME PAYROLL			14.85	14.00	207.90
					EMPLOYEE TOTAL				120.00	1,257.30
1097	SAN FILLIPPO, PAMELA J	SAL -1	SAL PAY	001-260-400-000	PAYROLL					2,163.08
					EMPLOYEE TOTAL					2,163.08
1107	STEFANO, DAVID D	R -1	REGULAR PAY	001-260-400-000	PAYROLL			11.44	106.00	1,212.64
		OT -1-1	OVERTIME	001-260-401-000	OVERTIME PAYROLL			17.16	14.00	240.24
					EMPLOYEE TOTAL				120.00	1,452.88
1110	STRONG, MONTY E	SAL -1	SAL PAY	001-260-400-000	PAYROLL					1,770.77
					EMPLOYEE TOTAL					1,770.77

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
OVERTIME	230.00	3,607.59
REGULAR PAY	1,650.00	17,259.82
SALARY PAY		3,933.85
SICK PAY	72.00	874.08
VACATION PAY	72.00	841.68
** TOTALS **	2,024.00	26,517.02

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EMP#	NAME	CODE	DESCRIPTION	G/L	ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1318	ALLEN, DANNY L	R -1	REGULAR PAY		001-300-400-000	PAYROLL		12.50	79.50	993.75
		OT -1-1	OVERTIME		001-300-401-000	OVERTIME PAYROLL		18.75	0.25	4.69
EMPLOYEE TOTAL									79.75	998.44
1192	BRADSHAW JR, ADRIAN E	R -1	REGULAR PAY		001-300-400-000	PAYROLL		12.44	52.00	646.88
		VAC -1	VAC PAY		001-300-400-000	PAYROLL		12.44	24.00	298.56
		SCK -1	SICK PAY		001-300-400-000	PAYROLL		12.44	4.00	49.76
EMPLOYEE TOTAL									80.00	995.20
1321	CHIASSON, SR, JASON P	R -1	REGULAR PAY		001-300-400-000	PAYROLL		14.50	78.00	1,131.00
		PRSL -1	PRSNL LEAVE		001-300-400-000	PAYROLL		14.50	2.00	29.00
EMPLOYEE TOTAL									80.00	1,160.00
1266	DUVERNAY, ROBERT A	R -1	REGULAR PAY		001-300-400-000	PAYROLL		12.44	80.00	995.20
EMPLOYEE TOTAL									80.00	995.20
1004	ELLIOTT, CINDY B	R -1	REGULAR PAY		001-300-400-000	PAYROLL		11.90	78.50	934.15
		OT -1-1	OVERTIME		001-300-401-000	OVERTIME PAYROLL		17.85	0.25	4.46
		PRSL -1	PRSNL LEAVE		001-300-400-000	PAYROLL		11.90	1.50	17.85
EMPLOYEE TOTAL									80.25	956.46
1174	FAVRE, KIM P	SAL -1	SAL PAY		001-300-400-000	PAYROLL				2,078.47
EMPLOYEE TOTAL										2,078.47
1169	ISHEE, JANET	R -1	REGULAR PAY		001-300-400-000	PAYROLL		13.08	76.00	994.08
		SCK -1	SICK PAY		001-300-400-000	PAYROLL		13.08	4.00	52.32
EMPLOYEE TOTAL									80.00	1,046.40
1164	LADNER, MARK H	R -1	REGULAR PAY		001-300-400-000	PAYROLL		11.00	12.00	132.00
EMPLOYEE TOTAL									12.00	132.00
1150	MCCARDLE, SAMUEL C	R -1	REGULAR PAY		001-300-400-000	PAYROLL		14.48	69.75	1,009.98
		PRSL -1	PRSNL LEAVE		001-300-400-000	PAYROLL		14.48	2.25	32.58
		SCK -1	SICK PAY		001-300-400-000	PAYROLL		14.48	8.00	115.84
EMPLOYEE TOTAL									80.00	1,158.40
1154	MCKAY, JAMIE	R -1	REGULAR PAY		001-300-400-000	PAYROLL		15.50	79.25	1,228.38
EMPLOYEE TOTAL									79.25	1,228.38
1286	NESOM, WILLIAM	R -1	REGULAR PAY		001-300-400-000	PAYROLL		10.50	80.00	840.00
EMPLOYEE TOTAL									80.00	840.00
1331	PIAZZA, ASHLEY J	R -1	REGULAR PAY		001-300-400-000	PAYROLL		9.00	64.00	576.00
EMPLOYEE TOTAL									64.00	576.00
1240	RABOTEAU, WENDELL A	R -1	REGULAR PAY		001-300-400-000	PAYROLL		14.58	63.75	929.48
		PRSL -1	PRSNL LEAVE		001-300-400-000	PAYROLL		14.58	1.00	14.58
		SCK -1	SICK PAY		001-300-400-000	PAYROLL		14.58	14.75	215.06
EMPLOYEE TOTAL									79.50	1,159.12

EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE BATCH	RATE	HOURS	AMOUNT
1167	REDLER, PAUL S	R -1	REGULAR PAY	001-300-400-000	PAYROLL	20.08	56.00	1,124.48
					EMPLOYEE TOTAL		56.00	1,124.48
1205	STOREY, CHARLES E	R -1	REGULAR PAY	001-300-400-000	PAYROLL	13.44	56.00	752.64
		VAC -1	VAC PAY	001-300-400-000	PAYROLL	13.44	14.00	188.16
		PRSL -1	PRSNL LEAVE	001-300-400-000	PAYROLL	13.44	3.00	40.32
		SCK -1	SICK PAY	001-300-400-000	PAYROLL	13.44	7.00	94.08
					EMPLOYEE TOTAL		80.00	1,075.20
1155	SWANIER, MITCHELL J	R -1	REGULAR PAY	001-300-400-000	PAYROLL	14.50	75.00	1,087.50
		PRSL -1	PRSNL LEAVE	001-300-400-000	PAYROLL	14.50	4.00	58.00
					EMPLOYEE TOTAL		79.00	1,145.50
1294	SWANIER, STEVEN A	R -1	REGULAR PAY	001-300-400-000	PAYROLL	9.50	53.50	508.25
					EMPLOYEE TOTAL		53.50	508.25
1276	TAYLOR, DONNELL	R -1	REGULAR PAY	001-300-400-000	PAYROLL	10.00	80.00	800.00
					EMPLOYEE TOTAL		80.00	800.00
1161	THOMAS, ARCHIE	R -1	REGULAR PAY	001-300-400-000	PAYROLL	12.44	66.00	821.04
		VAC -1	VAC PAY	001-300-400-000	PAYROLL	12.44	3.00	37.32
		PRSL -1	PRSNL LEAVE	001-300-400-000	PAYROLL	12.44	3.00	37.32
		SCK -1	SICK PAY	001-300-400-000	PAYROLL	12.44	8.00	99.52
					EMPLOYEE TOTAL		80.00	995.20
1242	WILLIAMS, RUSSELL M	R -1	REGULAR PAY	001-300-400-000	PAYROLL	12.00	80.00	960.00
					EMPLOYEE TOTAL		80.00	960.00

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
OVERTIME	0.50	9.15
PERSONAL LEAVE	16.75	229.65
REGULAR PAY	1,279.25	16,464.81
SALARY PAY		2,078.47
SICK PAY	45.75	626.58
VACATION PAY	41.00	524.04
** TOTALS **	1,383.25	19,932.70

SIGNATURE: _____

EMP#	NAME	CODE	DESCRIPTION	G/L	ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1204	FARVE, THOMAS M	R -1	REGULAR PAY	001-302-400-000	PAYROLL			11.50	56.50	649.75
						EMPLOYEE TOTAL			56.50	649.75
1302	JOHNSON, MARCUS L	R -1	REGULAR PAY	001-302-400-000	PAYROLL			9.00	64.00	576.00
						EMPLOYEE TOTAL			64.00	576.00
1270	KARL, MATTHEW L	SAL -1	SAL PAY	001-302-400-000	PAYROLL					520.00
						EMPLOYEE TOTAL				520.00
1148	LOIACANO, JAMES D	SAL -1	SAL PAY	001-302-400-000	PAYROLL					1,816.92
						EMPLOYEE TOTAL				1,816.92
1342	MEEK, GEORGE R	R -1	REGULAR PAY	001-302-400-000	PAYROLL			9.50	44.50	422.75
						EMPLOYEE TOTAL			44.50	422.75
1137	STEWART, KATIE L	R -1	REGULAR PAY	001-302-400-000	PAYROLL			16.08	70.75	1,137.66
		VAC -1	VAC PAY	001-302-400-000	PAYROLL			16.08	9.25	148.74
						EMPLOYEE TOTAL			80.00	1,286.40
1336	THOMAS, EDWARD D	R -1	REGULAR PAY	001-302-400-000	PAYROLL			9.00	60.75	546.75
						EMPLOYEE TOTAL			60.75	546.75
1149	ZEUGIN JR, HAROLD B	R -1	REGULAR PAY	001-302-400-000	PAYROLL			13.08	80.00	1,046.40
		OT -1-1	OVERTIME	001-302-401-000	OVERTIME PAYROLL			19.62	15.75	309.02
						EMPLOYEE TOTAL			95.75	1,355.42

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
OVERTIME	15.75	309.02
REGULAR PAY	376.50	4,379.31
SALARY PAY		2,336.92
VACATION PAY	9.25	148.74
** TOTALS **	401.50	7,173.99

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EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE BATCH	RATE	HOURS	AMOUNT	
1145	BREAUX, CANDEE L	R -1	REGULAR PAY	400-120-400-000	PAYROLL	16.08	76.25	1,226.10	
		OT -1-1	OVERTIME	400-120-401-000	OVERTIME PAYROLL	24.12	2.75	66.33	
		SCK -1	SICK PAY	400-120-400-000	PAYROLL	16.08	3.75	60.30	
								<u>82.75</u>	<u>1,352.73</u>
									EMPLOYEE TOTAL
1142	MORAN JR, DOUGLAS WAYNER	-1	REGULAR PAY	400-120-400-000	PAYROLL	15.08	75.50	1,138.54	
		OT -1-1	OVERTIME	400-120-401-000	OVERTIME PAYROLL	22.62	0.25	5.66	
		VAC -1	VAC PAY	400-120-400-000	PAYROLL	15.08	4.50	67.86	
								<u>80.25</u>	<u>1,212.06</u>
									EMPLOYEE TOTAL

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
OVERTIME	3.00	71.99
REGULAR PAY	151.75	2,364.64
SICK PAY	3.75	60.30
VACATION PAY	4.50	67.86
** TOTALS **	163.00	2,564.79

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EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE BATCH	RATE	HOURS	AMOUNT
1295	CONWAY, JR, QUENTIN J	R -1	REGULAR PAY	400-700-400-000	PAYROLL	10.50	71.25	748.13
		OT -1-1	OVERTIME	400-700-401-000	OVERTIME	15.75	4.00	63.00
EMPLOYEE TOTAL							75.25	811.13
1138	KELLEY JR, CARLTON E	R -1	REGULAR PAY	400-700-400-000	PAYROLL	15.21	80.00	1,216.80
		OT -1-1	OVERTIME	400-700-401-000	OVERTIME	22.81	1.00	22.82
EMPLOYEE TOTAL							81.00	1,239.62
1253	MAURICE, GARY T	R -1	REGULAR PAY	400-700-400-000	PAYROLL	17.06	71.50	1,219.79
		PRSL -1	PRSNL LEAVE	400-700-400-000	PAYROLL	17.06	1.00	17.06
		SCK -1	SICK PAY	400-700-400-000	PAYROLL	17.06	3.00	51.18
EMPLOYEE TOTAL							75.50	1,288.03
1176	ORTIZ, JERALDO	SAL -1	SAL PAY	400-700-400-000	PAYROLL			1,766.77
		PRSL -1	PRSNL LEAVE	400-700-400-000	PAYROLL	24.53	8.00	196.31
EMPLOYEE TOTAL							8.00	1,963.08
1214	RICHARDSON, CORY M	R -1	REGULAR PAY	400-700-400-000	PAYROLL	12.08	71.00	857.68
		SCK -1	SICK PAY	400-700-400-000	PAYROLL	12.08	6.75	81.54
EMPLOYEE TOTAL							77.75	939.22
1178	SAUCIER, HENRI C	R -1	REGULAR PAY	400-700-400-000	PAYROLL	20.38	75.75	1,543.79
		OT -1-1	OVERTIME	400-700-401-000	OVERTIME	30.57	2.25	68.78
		SCK -1	SICK PAY	400-700-400-000	PAYROLL	20.38	8.00	163.04
EMPLOYEE TOTAL							86.00	1,775.61
1171	SMITH, ALVIN R	R -1	REGULAR PAY	400-700-400-000	PAYROLL	19.08	58.00	1,106.64
		VAC -1	VAC PAY	400-700-400-000	PAYROLL	19.08	16.00	305.28
		PRSL -1	PRSNL LEAVE	400-700-400-000	PAYROLL	19.08	9.00	171.72
EMPLOYEE TOTAL							83.00	1,583.64
1180	SUMMERS, CARL D	R -1	REGULAR PAY	400-700-400-000	PAYROLL	14.14	80.00	1,131.20
EMPLOYEE TOTAL							80.00	1,131.20
1175	THOMS, STEPHEN D	R -1	REGULAR PAY	400-700-400-000	PAYROLL	14.47	80.00	1,157.60
		OT -1-1	OVERTIME	400-700-401-000	OVERTIME	21.70	4.00	86.82
EMPLOYEE TOTAL							84.00	1,244.42

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
OVERTIME	11.25	241.42
PERSONAL LEAVE	18.00	385.09
REGULAR PAY	587.50	8,981.63
SALARY PAY		1,766.77
SICK PAY	17.75	295.76
VACATION PAY	16.00	305.28
** TOTALS **	650.50	11,975.95

1/20/2016 2:23 PM
PAYROLL NO#: 01 CITY OF BAY ST. LOUIS
BATCH: ALL BATCHES

PAYROLL BATCH REPORT

1/PAGE: 1/20/2016 2:23 PM
DEPT: 400-700, NO# CITY OF BAY ST. LOUIS
BATCH: ALL BATCHES

DEPARTMENT TOTALS

TYPE HOURS AMOUNT

SIGNATURE: _____

EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE BATCH	RATE	HOURS	AMOUNT
1074	CAUGHLIN, DUANE P	SAL -1	SAL PAY	450-120-400-000	PAYROLL			1,343.68
					EMPLOYEE TOTAL			1,343.68
1210	FORSTALL, STEPHEN P	R -1	REGULAR PAY	450-120-400-000	PAYROLL	13.08	59.75	781.53
					EMPLOYEE TOTAL		59.75	781.53
1310	FORTIN, CHARLES P	SAL -1	SAL PAY	450-120-400-000	PAYROLL			1,578.47
					EMPLOYEE TOTAL			1,578.47

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
REGULAR PAY	59.75	781.53
SALARY PAY		2,922.15
** TOTALS **	59.75	3,703.68

SIGNATURE: _____

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PAYROLL NO#: 01 CITY OF BAY ST. LOUIS
BATCH: ALL BATCHES

PAYROLL BATCH REPORT

PAGE: 18
DEPT: ALL

REPORT GRAND TOTALS

TYPE	HOURS	AMOUNT
BEREAVEMENT PAY	40.50	540.23
MILITARY LEAVE	24.00	409.68
OVERTIME	360.25	6,731.65
PERSONAL LEAVE	115.28	2,042.82
REGULAR PAY	7,920.75	110,972.78
SALARY PAY		26,925.80
SICK PAY	231.75	3,500.90
VACATION PAY	182.06	2,714.27
** TOTALS **	8,874.59	153,838.13

*** END OF REPORT ***

CITY OF BAY ST LOUIS

CASH BALANCES

2/2/2016

GENERAL FUND OPERATING	\$ 399,218.10
MUNICIPAL FIRE REBATE FUND	\$ 11,095.75
MUNICIPAL RESERVE FUND	\$ 666,012.64
KATRINA LONG TERM RECOVERY (FEMA)	\$ 384.76
KATRINA SUPPLEMENTAL CDBG ACCOUNT	\$ 1,364.28
DEBT SERVICE ACCOUNT	\$ 73,349.33
UTILITY FUND OPERATING	\$ 297,466.48
UTILITY CAPITAL AND MAINTENANCE	\$ 26,112.20
UTILITY METER DEPOSITS	\$ 293,206.05
UTILITY DEBT SERVICE	\$ 759.94
MUNICIPAL HARBOR FUND	\$ 188,981.60
BOND SINKING FUND (REFI IN 2014)	\$ 288,939.80
DOJ FUNDS	\$ 21,682.88
COUNTY ROAD & BRIDGE	\$ 179,763.97

*BALANCE OF CDBG ACCOUNT INCLUDES A NON-CASH AUDIT ENTRY OF \$75,589.19 ON 10/1/10, LESS ONE OUTSTANDING CHECKS FOR \$9,525.00
ACTUAL CASH BALANCE IS = \$1,364.28

RECEIVED

FEB 02 2016

*Get via email
mty 2-2-16*

*Exhibit "E"
February 2, 2016*

CITY OF BAY ST. LOUIS_COUNCIL DOCKET_02/02/2016_16-003

BANK: DEBT DEBT SERVICE ACCOUNT

CLAIM #	INVOICE #	VENDOR	CHECK DATE	INVOICE AMOUNT	CHECK #	CHECK AMOUNT
0253	PAY NO 27	THE FIRST BANK 9131361 PD_TOYOTA TUNDRA	2/2/2016	\$ 794.44	1121	\$ 794.44
0254	PAY #25	THE FIRST BANK 009133801 PD_DODGE CHARGERS	2/2/2016	\$ 4,139.87	1120	\$ 4,139.87
				*** VENDOR TOTALS ***	2 CHECKS	\$ 4,934.31

TOTAL DEBT SERVICE FUND: \$ 4,934.31

Exhibit "15"
February 2, 2016

RECEIVED
JAN 29 2016
Get dropped BB
mtg 2-2-16

****FUND TOTALS****

200 DEBT SERVICE FUND	\$	4,934.31
GRAND TOTAL:	\$	4,934.31

BAY SAINT LOUIS

A PLACE APART

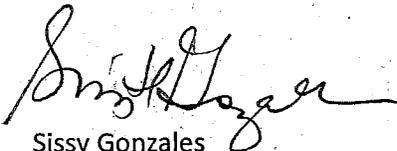
January 19, 2016

RECEIVED
JAN 29 2016

CERTIFICATION

*Get dropped off
mtg 2-2-16*

I certify that funds are available and make the recommendation that the expense docket dated January 19, 2016 in the total amount of \$266,530.49 be approved for payment.



Sissy Gonzales
Comptroller
City of Bay Saint Louis

*Exhibit "G"
February 2, 2016*

Meeting date: February 2, 2016

Motion to receive the following documents to the Council Clerk/Deputy Clerk by Friday before 2:00 p.m.: for the next scheduled City Council meeting so the Council Members packets can be completed for the Council Members to have the weekend to review.

FIRST MEETING OF EACH MONTH

<u>Date/time received</u>	
<u>1-29-16 (both dockets dropped off)</u>	1) Docket of Claims with invoice dates
<u>1-29-16 (for 1-19-16 Doc) dropped off</u>	2) Original invoices (due Monday at 10:00 a.m.)
<u>1-22-16 (in our box)</u>	3) Certification letter from City Clerk
<u>none</u>	4) Payroll
<u>incoming</u>	5) Accounts Payable open item register with invoice dates
<u>incoming</u>	6) Travel requests with information attached
<u>incoming</u>	7) Guest speakers request information
<u>2-2-16 via email</u>	8) Special Event applications and other considerations
<u>none</u>	9) Cash balances for all City accounts
<u>none</u>	10) City Clerk forecast of revenue report & presentation
<u>1-29-16 (dropped off)</u>	11) City Attorney
	12) Harbor Report, to include the following:
	a) Current listing by name and slip number(s)
	b) Fuel sales for previous month
	c) List of Transient dock rentals for previous month

Exhibit "H"
February 2, 2016

2-2-16
5:12pm
[Signature]

City Council Meeting
Exhibit List - February 2, 2016

1. Exhibit "A": CRI Report for Agreed-Upon Procedures dated February 2, 2016
2. Exhibit "B": Agreement Between Owner and Engineer for Professional Services
3. Exhibit "C": Docket of Claims 16-002 Dated for January 19, 2016
4. Exhibit "D": Payroll Dated January 20, 2016 for \$153,838.13
5. Exhibit "E": Cash Balances dated February 2, 2016
6. Exhibit "F": Council Docket 16-003 dated February 2, 2016
7. Exhibit "G": Letter of Certification Dated January 19, 2016 for \$2166,530.49
8. Exhibit "H": Documents Received February 2, 2016
9. Exhibit "I": Exhibit List February 2, 2016
10. Exhibit "J":
11. Exhibit "K":
12. Exhibit "L":
13. Exhibit "M":
14. Exhibit "N":
15. Exhibit "O":
16. Exhibit "P":
17. Exhibit "Q":
18. Exhibit "R": Exhibit "I" February 2, 2016