

**DIAMONDHEAD WATER AND SEWER DISTRICT
REGULAR MEETING MINUTES
March 8, 2018 – 6:00 p.m. (Central Time)
City Hall, Diamondhead, MS 39525**

PRESENT: Chairman David Boan; Vice-Chairman John Kirschenbaum; Commissioner Robert Redd, and Commissioner Ben Taylor.

ABSENT: Secretary/Treasurer Kenny Edmonds.

The presence of a quorum was noted and the meeting was called to order at 6:01 p.m. The public was duly notified in compliance with the District's open meeting policy.

2. Approve Agenda.

Motion by Commissioner Kirschenbaum, second by Commissioner Redd to approve the agenda with the following amendment to 9.1. "Motion to approve an engineering master services agreement with Digital Engineering not to exceed \$20,000.00 without prior Board approval." Motion carried unanimously.

3. Minutes.

3.1. Motion by Commissioner Taylor, second by Commissioner Redd to approve the Minutes for the Regular Meeting held on February 22, 2018. Motion carried unanimously. (Attachment A).

4. General Manager's Report.

4.1. Update of Recent Events.

4.1.A. On February 28, 2018, District personnel completed the construction of a small retaining wall around the inside perimeter of Lift Station #18.

4.1.B. The District has completed the video inspection of Basin 18 and reports are being assessed.

4.1.C. The District completed several sewer collection system repairs since the last Board meeting which include: (i) realignment of a 4" misaligned pvc pipe joint on Gex Drive; (ii) replacement of a broken sewer lateral on Bayou Drive; (iii) replacement of a broken sewer lateral on Hana Court.

4.2. WWTP Construction Project.

4.2.A. Max Foote has completed the repairs to the broken sump pump discharge line.

4.2.B. Scada systems at the WWTP are functioning properly.

4.3. Lift Station Repair & Mitigation Project.

4.3.A. Linfield Hunter & Junius will provide a final draft report of the Utility Service Study no later than March 12, 2018.

4.4. Miscellaneous Items.

4.4.A. Item 9.1. on the agenda is a motion to approve an agreement with Digital Engineering to allow for assistance in the viewing of various construction project drawings, to make recommendations or corrections and to provide assistance to the District as needed. Services provided by Digital will not exceed \$20,000.00 without prior Board approval.

5. Public Comments. None.

6. Construction / Engineering Projects.

6.1. WWTP Construction Project. Update in the GM's report.

6.1.A. Motion by Commissioner Taylor, second by Commissioner Kirschenbaum to approve Volkert Engineering's Pay Request #27 in the amount of \$ 6,750.00 for the period of December 16, 2017 to January 12, 2018. Motion carried unanimously. (Attachment B).

6.2. Lift Station Repair and Mitigation PW8429, PW11280 and PW11247.

6.2.A. Motion by Commissioner Redd, second by Commissioner Kirschenbaum to approve Digital Engineering's Pay Request#728-1464-17 in the amount of \$14,509.56 for the period of January 14, 2018 to February 10, 2018. Motion carried unanimously. (Attachment C).

7. Financial.

7.1. Motion by Commissioner Taylor, second by Commissioner Kirschenbaum to approve the Docket of Claims in the amount of \$129,842.69. Motion carried unanimously. (Attachment D).

7.1.A. Unapproved Docket of Claims. (Attachment E)

Reports by Commissioner Edmonds:

7.2. Treasurer's Report. (Attachment F)

7.3. Budget Report. (Attachment G)

8. Old Business.

None.

9. New Business / Discussion Items.


9.1. Motion by Commissioner Taylor, second by Commissioner Redd to approve an Engineering Master Services Agreement with Digital Engineering not to exceed \$20,000.00 without prior Board approval. AYE: Taylor, Redd, Boan, & Kirschenbaum. NAY: None. Motion carried unanimously. (Attachment H).

10. Adjournment.

The next meeting of the Board of Commissioners is scheduled for March 22, 2018 at 6:00 p.m. at Diamondhead City Hall, 5000 Diamondhead Circle, Diamondhead, MS.

Motion by Commissioner Kirschenbaum, second by Commissioner Redd to adjourn at 6:30pm. Motion carried unanimously.




Chairman

3/22/2018
Date

DIAMONDHEAD WATER AND SEWER DISTRICT
REGULAR MEETING MINUTES
February 22, 2018 – 6:00 p.m. (Central Time)
City Hall, Diamondhead, MS 39525

PRESENT: Chairman David Boan; Vice-Chairman John Kirschenbaum; Secretary / Treasurer Kenny Edmonds, Commissioner Robert Redd, and Commissioner Ben Taylor.

ABSENT: None.

The presence of a quorum was noted and the meeting was called to order at 6:00 p.m. The public was duly notified in compliance with the District's open meeting policy.

2. Approve Agenda. **Motion by Commissioner Kirschenbaum, second by Commissioner Edmonds to approve the agenda. Motion carried unanimously.**

3. Minutes.

- 3.1. **Motion by Commissioner Redd, second by Commissioner Taylor to approve the Minutes for the Regular Meeting held on February 8, 2018. AYE: Redd, Taylor, Boan, & Kirschenbaum. ABSTAINED: Edmonds. Motion carried. (Attachment A).**

4. General Manager's Report.

- 4.1. Update of Recent Events.

4.1.A. MRWA Board member training was held on February 20, 2018. Commissioners Kirschenbaum, Edmonds, Redd, and Taylor attended.

4.1.B. MRWA Water Operator training was held on February 21, 2018.

4.1.C. A final copy of the Utility Service Study report should be received from Linfield Hunter & Junius in the near future. The project has been completed.

- 4.2. WWTP Construction Project.

4.2.A. Invoice number 27 from Volkert has been received and is under review.

4.2.B. Max Foote Construction is coordinating repairs on the 2" sump pump discharge line.

- 4.3. Lift Station Repair & Mitigation.

4.3.A. Scada equipment was installed at the WWTP Control Building. Upgrades were completed and the system is operating properly.

4.3.B. An update of the project will be provided by Bruce Newton with Digital Engineering under Item 6.2.

5. Public Comments.

None.

6. Construction / Engineering Projects.

6.1. WWTP Construction Project. Update in the GM's report.

6.2. Lift Station Repair and Mitigation PW8429, PW11280 and PW11247.

6.2.A. Bruce Newton of Digital Engineering provided a project update. Lift Station 7 is now online and Lift Stations 1 and 26 should be online in the next few weeks. The contractor is expected to mobilize within the next two weeks to both Lift Station 27 and 30. The project is ahead of schedule.

6.3. Utility Service Study.

Motion by Commissioner Taylor, second by Commissioner Kirschenbaum to approve Linfield, Hunter, & Junius Invoice# S23489G in the amount of \$18,600.00 for the time period of December 31, 2017 to January 27, 2018. Motion carried unanimously. (Attachment B).

7. Financial Motions.

7.1. Motion by Commissioner Edmonds, second by Commissioner Redd to approve the Docket of Claims in the amount of \$ 26,335.72. Motion carried unanimously. (Attachment C).

7.1.A. Unapproved Docket of Claims.

8. Old Business.

None

9. New Business / Discussion Item.

9.1. Motion by Commissioner Boan, second by Commissioner Kirschenbaum to approve Policy#D-2018-017 for Use of District Credit Card to be used for emergency purchases only where District accounts aren't in existence. AYE: Boan, Kirschenbaum, Redd, Edmonds, and Taylor. Motion carried unanimously. (Attachment D).

10. Adjournment @ 6:23pm. Motion by Commissioner Taylor, second by Commissioner Redd. Motion carried unanimously.


Chairman



3-8-2018
Date

Please change remittance address to lockbox:

Dept. #2042
 Volkert, Inc.
 P. O. Box 11407
 Birmingham, AL 35246-2042

Volkert, Inc.

1110 Montlimar Drive, Suite 1050
 Mobile, AL 36609
 P.O. Box 7434 Mobile AL 36670
 251.342.1070

Diamondhead Water and Sewer District
 4425 Park Ten Drive
 Diamondhead, MS 39525

Payment No.: 27 *revised*
 Invoice No.: 02701001
 Date: Jan 16, 2018
 Contract No.: 0453301.390

Services related to Construction of the New Wastewater Treatment Facility for the Diamondhead Water and Sewer District in Hancock County, MS per Client Project No. 11240 and Original Agreement dated October 23, 2014, and Supplemental Work Assignment No. 2 dated May 7, 2015.

Fee - \$1,392,400.00

					Current Period	Total to Date
	Job To Date Hrs					
Principal	440.50 hrs	x	240.00 per hr		960.00	105,720.00
Manager	55.00 hrs	x	225.00 per hr		0.00	12,375.00
Supervisor	437.50 hrs	x	170.00 per hr		1,700.00	74,375.00
Supervisor	-2.00 hrs	x	170.00 per hr		0.00	(340.00)
RPR Manager 1	981.00 hrs	x	155.00 per hr		1,085.00	152,055.00
Staff 2 Professional	1,729.00 hrs	x	120.00 per hr		0.00	207,480.00
Staff 1 Professional	1,568.00 hrs	x	85.00 per hr		255.00	133,280.00
Designer	103.50 hrs	x	100.00 per hr		2,750.00	10,350.00
RPR Manager 2	0.00 hrs	x	135.00 per hr		0.00	0.00
RPR Manager 3	2.50 hrs	x	215.00 per hr		0.00	537.50
RPR Insp 2	3,368.00 hrs	x	85.00 per hr		0.00	286,280.00
RPR Insp 1	46.00 hrs	x	55.00 per hr		0.00	2,530.00
Drafter	38.50 hrs	x	60.00 per hr		0.00	2,310.00
Technician	163.50 hrs	x	75.00 per hr		0.00	12,262.50
Administrative Assistant	65.75 hrs	x	70.00 per hr		0.00	4,602.50
Expenses (Manchac)					0.00	4,733.52
					6,750.00	1,008,551.02
<u>Construction Materials Testing</u>						
The Beta Group					0.00	108,804.57
<u>Construction Administration Services</u>						
M3A Architecture, PLLC					0.00	79,000.00
<u>Reimbursable Expense</u>						
Dale Stockstill (PHC03)						
Settlement Plate Monitoring					0.00	1,090.00
<u>Survey Services</u>						
James J. Chiniche, P.A., Inc.					0.00	350.00

Terms: Net cash upon receipt of invoice. A finance charge of 1.5% per month (18% per annum) will be added to the balance unpaid after 30 days from the invoice.
 SBW

Please change remittance address to lockbox:

Dept. #2042

Volkert, Inc.

P. O. Box 11407

Birmingham, AL 35246-2042

Volkert, Inc.

1110 Montlimar Drive, Suite 1050

Mobile, AL 36609

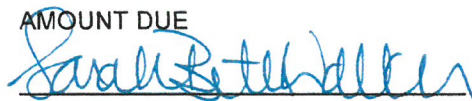
P.O. Box 7434 Mobile AL 36670

251.342.1070

Diamondhead Water and Sewer District
4425 Park Ten Drive
Diamondhead, MS 39525

Payment No.: 27
Invoice No.: 02701001
Date: Jan 16, 2018
Contract No.: 0453301.390

Total Amount Earned To Date	6,750.00	1,197,795.59
Less: Previous Invoices		<u>1,191,045.59</u>
AMOUNT DUE	6,750.00	6,750.00



Sarah Beth Walker
Administrative Coordinator



314 Coleman Ave., Waveland, MS 39576
ph: 228-463-0130 fx: 228-463-0160

February 16, 2018

Mr. David Carden
Diamondhead Water and Sewer District
4425 Park Ten Drive
Diamondhead, MS 39525

Re: Diamondhead Water and Sewer District
2016 FEMA Lift Station Repair Project
DE Invoice No.: 728-1464-17

Dear Mr. Carden:

Attached please find Invoice No. 17 for professional services on the above referenced project in the amount of **\$14,509.56** for engineering services in accordance with our agreement.

Should you have questions or need additional information, please contact our office.

Sincerely,

DIGITAL ENGINEERING

A handwritten signature in blue ink that reads 'L. Bruce Newton'.

L. Bruce Newton, P.E.
Executive Vice-President

LBN/chc

cc: Mr. Thomas P. Hickey

Enclosures

Digital Engineering & Imaging, Inc.
527 W. Esplanade Ave. Suite 200
Kenner, LA 70065

February 16, 2018

Diamondhead Water and Sewer District
4425 Park Ten Drive
Diamondhead, MS 39525

Diamondhead Water and Sewer District
2016 FEMA Lift Station Project
INVOICE NO. 728-1464-17

	<u>FEE</u>	<u>PERCENT COMPLETE</u>	<u>FEE EARNED TO DATE</u>	<u>PREVIOUSLY REQUESTED AMOUNT</u>	<u>CURRENT PAYMENT DUE</u>	<u>BALANCE TO BE BILLED</u>
<u>I. Professional Engineering Services (Lump Sum)</u>						
Preliminary Phase	\$148,000.00	100%	\$148,000.00	\$148,000.00	\$0.00	\$0.00
Design Phase	\$217,000.00	100%	\$217,000.00	\$217,000.00	\$0.00	\$0.00
Bidding Phase	\$15,000.00	100%	\$15,000.00	\$15,000.00	\$0.00	\$0.00
Construction Phase	\$5,000.00	0%	\$0.00	\$0.00	\$0.00	\$5,000.00
<u>II. Special Services</u>						
Special Services (Hourly)	\$80,000.00	74%	\$59,100.75	\$54,325.75	\$4,775.00	\$20,899.25
RPR (Hourly)	\$120,000.00	26%	\$31,136.00	\$22,144.00	\$8,992.00	\$88,864.00
Materials Testing (Lump Sum)	\$10,000.00	31%	\$3,054.33	\$2,311.77	\$742.56	\$6,945.67
Total Contract	\$595,000.00	80%	\$473,291.08	\$458,781.52	\$14,509.56	\$121,708.92

PW# 8429	\$9,576.31
PW# 11280	\$3,772.49
PW# 11247	\$1,160.76

February 16, 2018

Project No:

B7281464.00

Invoice No:

17

Diamondhead Water & Sewer District

4425 Park Ten Drive

Diamondhead, MS 39525

Project B7281464.00 2016 FEMA Lift Station Project

Professional Services from January 14, 2018 to February 10, 2018

Fee					
Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Preliminary Phase	148,000.00	100.00	148,000.00	148,000.00	0.00
Design Phase	217,000.00	100.00	217,000.00	217,000.00	0.00
Bidding Phase	15,000.00	100.00	15,000.00	15,000.00	0.00
Construction Phase	5,000.00	0.00	0.00	0.00	0.00
Materials Testing	10,000.00	30.5433	3,054.33	2,311.77	742.56
Total Fee	395,000.00		383,054.33	382,311.77	742.56
Total Fee					742.56
Total this Phase					\$742.56

Phase 040 Special Services (CA)

Professional Personnel

	Hours	Rate	Amount	
Newton, Leonard	1.00	195.00	195.00	
Stein, John	26.00	160.00	4,160.00	
Totals	27.00		4,355.00	
Total Labor				4,355.00
Consultants				
Manchac Consulting Group, Inc.			420.00	
Total Consultants			420.00	420.00
Total this Phase				\$4,775.00

Phase 045 Resident Project Representative

Professional Personnel

	Hours	Rate	Amount	
Vanney, Ronald	140.50	64.00	8,992.00	
Totals	140.50		8,992.00	
Total Labor				8,992.00
Total this Phase				\$8,992.00
Total this Invoice				\$14,509.56

Certified
Correct By:



Leonard Newton, PE, MBA

Date:

2/16/18

VENDOR NUMBER	NAME	DOCKET		*-----INVOICE-----*		
		NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-1117	AT&T	241853	WEBSITE HOST/8310007467113	I 8403040409	2/07/2018	16.00
			WEBSITE HOST/8310007467113	201-00-00.537300	4.00	
			WEBSITE HOST/8310007467113	202-00-00.537300	12.00	
01-1127	BENJAMIN M TAYLOR	241854	REGULAR MEETING 2/22/18	I 201802265433	2/26/2018	84.00
			REGULAR MEETING 2/22/18	201-00-00.531800	28.00	
			REGULAR MEETING 2/22/18	202-00-00.531800	56.00	
01-0015	BENVENUTTI ELECTRICAL APP	241855	WELL#1 FLUOR PUMP-SERVICE/REPA	I 28462	2/28/2018	295.00
			WELL#1 FLUOR PUMP-SERVICE/REPA	201-00-00.538100	295.00	
01-1090	BOYCE HOLLEMAN & ASSOCIAT	241856	LEGAL FEES 1/2/18-1/31/18	I 013497	2/26/2018	3,814.55
			LEGAL FEES 1/2/18-1/31/18	201-00-00.531100	1,258.80	
			LEGAL FEES 1/2/18-1/31/18	202-00-00.531100	2,555.75	
01-1090	BOYCE HOLLEMAN & ASSOCIAT	241857	LEGAL RETAINER-JAN.2018	I 201802265432	2/26/2018	1,000.00
			LEGAL RETAINER-JAN.2018	201-00-00.531100	330.00	
			LEGAL RETAINER-JAN.2018	202-00-00.531100	670.00	
01-0024	BREAUX SERVICES INC	241858	32YDS SLUDGE REMOVAL-WWTP	I 24882	2/12/2018	437.44
			32YDS SLUDGE REMOVAL-WWTP	202-00-00.537300	437.44	
01-0034	C SPIRE WIRELESS	241859	CELL PHONES-FEB.2018	I 201803025442	2/28/2018	244.32
			CELL PHONES-FEB.2018	201-00-00.537300	80.63	
			CELL PHONES-FEB.2018	202-00-00.537300	163.69	
01-1065	CABLE ONE OAK PARK	241860	INTERNET - MAINT BLDG	I 201802285441	2/28/2018	85.44
			INTERNET - MAINT BLDG	201-00-00.537300	28.20	
			INTERNET - MAINT BLDG	202-00-00.537300	57.24	
01-0028	CABLE ONE PARK TEN	241861	INTERNET - ADMIN BLDG	I 201802285440	2/28/2018	85.44
			INTERNET - ADMIN BLDG	201-00-00.537300	28.20	
			INTERNET - ADMIN BLDG	202-00-00.537300	57.24	
01-0914	CINTAS CORPORATION 240	241862	CLEAN EE UNIFORMS 2/22/18	I 240516194	2/22/2018	110.19
			CLEAN EE UNIFORMS 2/22/18	201-00-00.514100	36.36	
			CLEAN EE UNIFORMS 2/22/18	202-00-00.514100	73.83	
01-0057	CONSOLIDATED PIPE and SUP	241863	3/4 WATER METERS	I 3780236-000-000	2/07/2018	960.00
			3/4 WATER METERS	201-00-00.523500	960.00	
01-0057	CONSOLIDATED PIPE and SUP	241864	MATERIALS-WWTP/LS	I 3780281-000-000	2/13/2018	104.00
			887701-WATTS BONNET	202-00-00.523500	50.00	
			887715-VENT FLOAT KI	202-00-00.523500	54.00	
01-0057	CONSOLIDATED PIPE and SUP	241865	MATERIALS-WWTP/LS	I 3780282-000-000	2/13/2018	257.50
			097504-1"SCH80PVC 90	202-00-00.523500	12.00	
			097664-1"SCH80 CPLG	202-00-00.523500	12.00	
			214152-1"SCH80 VALVE	202-00-00.523500	56.00	
			030421-1"BRASS BALL	202-00-00.523500	137.50	
			030420-3/4"BRASS BAL	202-00-00.523500	40.00	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-0057	CONSOLIDATED PIPE and SUP	241866	MATERIALS-WWTP/LS	I 3780282-001-000	2/20/2018	12.50
			030421-1"BRASS BALL	202-00-00.523500	12.50	
01-0211	DATAMATIC INC	241867	BATTERY	I CN1283	2/21/2018	84.00
			BATTERY X7/CX LITHIU	201-00-00.521100	84.00	
01-1099	DAVID F. BOAN	241868	REGULAR MEETING 2/22/18	I 201802265436	2/26/2018	84.00
			REGULAR MEETING 2/22/18	201-00-00.531800	28.00	
			REGULAR MEETING 2/22/18	202-00-00.531800	56.00	
01-1006	DIAMONDHEAD HARDWARE LLC	241869	BITS, CORNER BRACE, HILLMAN	I A196277	2/23/2018	40.49
			BITS, CORNER BRACE, HILLMAN	201-00-00.523500	13.36	
			BITS, CORNER BRACE, HILLMAN	202-00-00.523500	27.13	
01-0977	DMS MAIL MANAGEMENT INC	241870	(260) DELINQ LETTERS 2/13/18	I 201876909-1612	2/19/2018	164.84
			(260) DELINQ LETTERS 2/13/18	201-00-00.538100	54.40	
			(260) DELINQ LETTERS 2/13/18	202-00-00.538100	110.44	
01-0977	DMS MAIL MANAGEMENT INC	241871	(4248) STATEMENTS 2/23/18	I 201876962-1612	2/16/2018	2,735.71
			(4248) STATEMENTS 2/23/18	201-00-00.538100	902.78	
			(4248) STATEMENTS 2/23/18	202-00-00.538100	1,832.93	
01-0324	FRED PRYOR SEMINARS	241872	PAYROLL LAW 2018 CLASS	I 50-26708694	2/20/2018	298.00
			PAYROLL LAW 2018 CLASS	201-00-00.515200	149.00	
			PAYROLL LAW 2018 CLASS	202-00-00.515200	149.00	
01-0324	FRED PRYOR SEMINARS	241873	FMLA SEMINAR - WILSON	I 50-26744115	2/20/2018	199.00
			FMLA SEMINAR - WILSON	201-00-00.515200	65.67	
			FMLA SEMINAR - WILSON	202-00-00.515200	133.33	
01-1120	JOHN KIRSCHENBAUM	241874	REGULAR MEETING 2/22/18	I 201802265434	2/26/2018	84.00
			REGULAR MEETING 2/22/18	201-00-00.531800	28.00	
			REGULAR MEETING 2/22/18	202-00-00.531800	56.00	
01-1121	KENNETH J. EDMONDS JR.	241875	REGULAR MEETING 2/22/18	I 201802265435	2/26/2018	84.00
			REGULAR MEETING 2/22/18	201-00-00.531800	28.00	
			REGULAR MEETING 2/22/18	202-00-00.531800	56.00	
01-0281	LIGHTNING QUICK SIGNS	241876	BEN TAYLOR NAME PLATE	I 15927	2/26/2018	25.00
			BEN TAYLOR NAME PLATE	201-00-00.521100	8.25	
			BEN TAYLOR NAME PLATE	202-00-00.521100	16.75	
01-0532	LOWES BUSINESS ACCOUNT	241877	LS#18:MORTAR,BLOCKS,REBAR,MULC	I 3677854	2/27/2018	284.12
			LS#18:MORTAR,BLOCKS,REBAR,MULC	202-00-00.523500	284.12	
01-0131	MICRO METHODS LABORATORY	241878	WWTP LAB TESTS 2/13/18	I 1802199-565	2/28/2018	52.00
			WWTP LAB TESTS 2/13/18	202-00-00.538600	52.00	
01-0131	MICRO METHODS LABORATORY	241879	WWTP PERMIT TESTS	I 1802212-565	2/28/2018	1,524.00
			WWTP PERMIT TESTS	202-00-00.538600	1,524.00	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-0131	MICRO METHODS LABORATORY	241880	BOIL WATER TESTS-HIGHPT 2/23	I 1802411-565	2/26/2018	180.00
			BOIL WATER TESTS-HIGHPT 2/23	201-00-00.538600	180.00	
01-0080	MOTION INDUSTRIES INC	241881	BELTS FOR LIFT STATION PU	I AL02-000811	2/13/2018	222.32
			(8)B-56 LS BELTS	202-00-00.523500	103.36	
			(7)3VX600 LS BELTS	202-00-00.523500	105.98	
			SHIPPING/HANDLING	202-00-00.523500	12.98	
01-0874	MS DEPT OF REVENUE MOTOR	241882	20' TILT TRAILER-LICENSE FEE	I 201802165430	2/16/2018	12.00
			20' TILT TRAILER-LICENSE FEE	201-00-00.120204	4.00	
			20' TILT TRAILER-LICENSE FEE	202-00-00.120204	8.00	
01-1001	NETWORKS 2000	241883	1YR HPE NBD ONSITE SUPPOR	I 23645	2/27/2018	688.28
			1YR HPE NBD ONSITE SUPPOR	201-00-00.537300	227.13	
			1YR HPE NBD ONSITE SUPPOR	202-00-00.537300	461.15	
01-0087	OFFICE DEPOT	241884	USB UNIVERSAL DOCKING STATION	I 106735878001	2/12/2018	76.49
			USB UNIVERSAL DOCKING STATION	201-00-00.521100	25.24	
			USB UNIVERSAL DOCKING STATION	202-00-00.521100	51.25	
01-0087	OFFICE DEPOT	241885	6'USB CABLE	I 106736037001	2/12/2018	13.55
			6'USB CABLE	201-00-00.521100	4.47	
			6'USB CABLE	202-00-00.521100	9.08	
01-0087	OFFICE DEPOT	241886	MOUSE,PAPER,BINDING,BAGS,FILES	I 106736038001	2/12/2018	187.89
			MOUSE,PAPER,BINDING,BAGS,FILES	201-00-00.521100	62.00	
			MOUSE,PAPER,BINDING,BAGS,FILES	202-00-00.521100	125.89	
01-0087	OFFICE DEPOT	241887	BINDING MACHINE	I 106736039001	2/12/2018	136.99
			BINDING MACHINE	201-00-00.521100	45.21	
			BINDING MACHINE	202-00-00.521100	91.78	
01-0087	OFFICE DEPOT	241888	BINDING COMBS	I 106736040001	2/12/2018	3.59
			BINDING COMBS	201-00-00.521100	1.18	
			BINDING COMBS	202-00-00.521100	2.41	
01-0087	OFFICE DEPOT	241889	DESK SIGNS (ROBYN/LACEY)	I 106736042001	2/16/2018	31.98
			DESK SIGNS (ROBYN/LACEY)	201-00-00.521100	10.55	
			DESK SIGNS (ROBYN/LACEY)	202-00-00.521100	21.43	
01-0093	PITNEY BOWES SUPPLIES	241890	INK CARTRIDGE	I 1006607520	2/15/2018	75.99
			793-5 RED INK CARTRI	202-00-00.521100	75.99	
01-0516	PUCKETT MACHINERY COMPANY	241891	20'KAUFMAN BUMPER PULL TI	I 631587-0000	2/16/2018	7,350.00
			20'KAUFMAN BUMPER PULL TI	201-00-00.120204	2,425.50	
			20'KAUFMAN BUMPER PULL TI	202-00-00.120204	4,924.50	
01-0969	REGIONS CORPORATE TRUST S	241892	BOND PYMT - MARCH 2018	I 201803025443	3/01/2018	80,629.17
			BOND PYMT - MARCH 2018	201-00-00.101109	26,607.63	
			BOND PYMT - MARCH 2018	202-00-00.101109	54,021.54	

VENDOR NUMBER	NAME	DOCKET		*-----INVOICE-----*		
		NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-1086	REVERE CONTROL	241893	SCADA UPGRADE @ WWTP SCADA UPGRADE@WWTP	I Y0041-01 202-00-00.563905	2/24/2018 21,812.00	21,812.00
01-1123	ROBERT F. REDD	241894	REGULAR MEETING 2/22/18 REGULAR MEETING 2/22/18 REGULAR MEETING 2/22/18	I 201802265437 201-00-00.531800 202-00-00.531800	2/26/2018 28.00 56.00	84.00
01-0900	RUSSELL NECAISE	241895	SAFETY BOOTS-RUSSELL NECAISE SAFETY BOOTS-RUSSELL NECAISE SAFETY BOOTS-RUSSELL NECAISE	I 201802285439 201-00-00.514100 202-00-00.514100	2/28/2018 36.21 73.53	109.74
01-0720	SHI INTERNATIONAL CORP.	241896	(2) BATTERY BACK-UPS (2) BATTERY BACK-UPS	I B07778987 202-00-00.563905	2/14/2018 122.68	122.68
01-0247	SOUTH MS BUSINESS MACHINE	241897	COPIER MTCE (MAR)+OVRG (FEB) COPIER MTCE (MAR)+OVRG (FEB) COPIER MTCE (MAR)+OVRG (FEB)	I AR319346 201-00-00.521100 202-00-00.521100	2/28/2018 11.56 23.48	35.04
01-0731	STAGE CLEANING SERVICES L	241898	JANITORIAL SERVICE-MAR.'18 JANITORIAL SERVICE-MAR.'18 JANITORIAL SERVICE-MAR.'18	I 2579 201-00-00.538100 202-00-00.538100	3/01/2018 131.09 266.16	397.25
01-0903	TEAM WASTE OF GULF COAST	241899	GARBAGE PICKUP-MARCH 2018 GARBAGE PICKUP-MARCH 2018 GARBAGE PICKUP-MARCH 2018	I 0000148102 201-00-00.537300 202-00-00.537300	2/20/2018 66.66 135.34	202.00
01-0037	TYLER TECHNOLOGIES INCOD	241900	INCODE MTCE 4/1/18-3/31/19 PYRL INCODE MTC 4/1/18-3/31/19 GL INCODE MTCE 4/1/18-3/31/19 AP INCODE MTCE 4/1/18-3/31/19 PO INCODE MTCE 4/1/18-3/31/19	I 025-214622 201-00-00.538100 202-00-00.538100 202-00-00.538100 202-00-00.538100	2/20/2018 1,334.15 1,226.28 889.46 669.28	4,119.17
01-0404	UPS	241901	SHIPPING-DATAMATIC HANDHELD SHIPPING-DATAMATIC HANDHELD SHIPPING-DATAMATIC HANDHELD	I 000096AY10078N999 201-00-00.521100 202-00-00.521100	2/17/2018 6.63 13.45	20.08
01-1047	VOICENATION LLC	241902	ANSWERING SERVICE-MARCH'18 ANSWERING SERVICE-MARCH'18 ANSWERING SERVICE-MARCH'18	I 1075-131783 201-00-00.537300 202-00-00.537300	3/01/2018 55.09 111.85	166.94

					TOTAL =	129,842.69
					=====	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-1034	DIGITAL ENGINEERING	241851	LS ENGINEER 1/14/18-2/10/18	I 728-1464-17	2/16/2018	14,509.56
			LS ENGINEER 1/14/18-2/10/18	203-00-00.651010	9,576.31	
			LS ENGINEER 1/14/18-2/10/18	203-00-00.654010	3,772.49	
			LS ENGINEER 1/14/18-2/10/18	203-00-00.653010	1,160.76	
01-1037	VOLKERT INC	241852	WWTP ENGINEER 12/16-1/12/18	I 02701001	1/16/2018	6,750.00
			WWTP ENGINEER 12/16-1/12/18	203-00-00.655010	6,750.00	

						TOTAL = 21,259.56
						=====

ON AGENDA FOR APPROVAL

Diamondhead Water & Sewer District
Treasurer's Report
02/28/2018

Pending FEMA Proceeds	\$	6,638,907.60
-----------------------	----	--------------

DWSD Bank Accounts:

FEMA/Non-Interest	\$	237,266.05
Bond Payments	\$	330,936.74
Bond Reserve Fund	\$	970,043.91
Customer Deposits	\$	519,258.88
O&M	\$	1,852,565.54
Bond Proceeds	\$	-
Reserve	\$	240,841.44
Emergency Reserve Fund	\$	600,838.38
CIP	\$	8,289,643.66
Grand Total	\$	19,680,302.20

Allocated Funds:

Pending FEMA Proceeds	\$	6,638,907.60
FEMA/Non-Interest	\$	237,266.05
Bond Payments	\$	330,936.74
Bond Reserve Fund	\$	970,043.91
Customer Deposits	\$	519,258.88
Allocated Subtotal:	\$	8,696,413.18

Grand Total	\$	19,680,302.20
Allocated Subtotal	\$	(8,696,413.18)
Total Available:	\$	10,983,889.02

Total Available	\$	10,983,889.02
-----------------	----	---------------

Principal Debt Balance	\$	11,340,000.00
------------------------	----	---------------

BUDGET vs ACTUAL

Month Ending 2/28/2018

	Total Annual Budget	Total Monthly Budget	Total Year-to-Date Actual	Total Monthly Actual	% Spent	% Remaining
Water/Sewer Revenues	\$ 3,770,000.00	\$ 314,166.67	\$ 1,419,861.71	\$ 325,645.84	38%	62%
Water Service Fees	\$ 39,000.00	\$ 3,250.00	\$ 15,127.06	\$ 3,247.16	39%	61%
Water/Sewer Taps	\$ 13,800.00	\$ 1,150.00	\$ 9,100.00	\$ 2,050.00	66%	34%
Total OPR Revenues:	\$ 3,822,800.00	\$ 318,566.67	\$ 1,444,088.77	\$ 330,943.00	38%	62%
Non-OPR Revenues:	\$ -	\$ -	\$ 8,538.14	\$ 25.49	0%	0%
Total All Revenues:	\$ 3,822,800.00	\$ 318,566.67	\$ 1,452,626.91	\$ 330,968.49	38%	62%
Wages	\$ 1,001,420.00	\$ 83,451.67	\$ 354,692.53	\$ 71,773.73	35%	65%
401K Contributions	\$ 65,122.00	\$ 5,426.83	\$ 25,054.49	\$ 4,845.22	38%	62%
Uniforms	\$ 12,000.00	\$ 1,000.00	\$ 2,182.24	\$ 612.94	18%	82%
Training	\$ 5,000.00	\$ 416.67	\$ 797.00	\$ 497.00	16%	84%
Employee Insurance	\$ 331,332.00	\$ 27,611.00	\$ 133,664.47	\$ 23,684.74	40%	60%
Unemployment	\$ 3,080.00	\$ 256.67	\$ 28.09	\$ -	1%	99%
Payroll Taxes	\$ 76,609.00	\$ 6,384.08	\$ 26,808.73	\$ 5,456.33	35%	65%
Office Expense	\$ 17,000.00	\$ 1,416.67	\$ 3,645.32	\$ 1,484.73	21%	79%
Office Equipment	\$ 11,000.00	\$ 916.67	\$ 85.49	\$ -	1%	99%
Vehicle Expense	\$ 36,000.00	\$ 3,000.00	\$ 8,347.22	\$ 3,097.99	23%	77%
Field Supplies	\$ 90,000.00	\$ 7,500.00	\$ 6,370.77	\$ 2,612.62	7%	93%
Field Equipment	\$ 25,000.00	\$ 2,083.33	\$ 293.99	\$ -	1%	99%
Legal Services	\$ 60,000.00	\$ 5,000.00	\$ 17,220.97	\$ 4,814.55	29%	71%
Professional Services	\$ 189,800.00	\$ 15,816.67	\$ 96,158.75	\$ 18,600.00	51%	49%
Commissioner Services	\$ 10,942.00	\$ 911.83	\$ 3,276.00	\$ 756.00	30%	70%
Travel	\$ 3,000.00	\$ 250.00	\$ -	\$ -	0%	100%
Insurance Premiums	\$ 120,000.00	\$ 10,000.00	\$ 136,784.14	\$ 90,647.31	114%	-14%
Utilities	\$ 265,000.00	\$ 22,083.33	\$ 104,402.46	\$ 21,692.60	39%	61%
Repairs & Maintenance	\$ 20,000.00	\$ 1,666.67	\$ 1,690.96	\$ -	8%	92%
Outside Services	\$ 84,000.00	\$ 7,000.00	\$ 22,044.18	\$ 7,411.82	26%	74%
Lab, Chemicals & Testing	\$ 65,000.00	\$ 5,416.67	\$ 10,159.35	\$ 750.88	16%	84%
Equipment Rental	\$ 12,000.00	\$ 1,000.00	\$ 2,823.78	\$ 671.43	24%	76%
Fees/Dues	\$ 10,000.00	\$ 833.33	\$ 830.00	\$ 145.00	8%	92%
Bond Interest Expense	\$ 371,325.00	\$ 30,943.75	\$ 158,375.00	\$ -	43%	57%
Total Expenses:	\$ 2,884,630.00	\$ 240,385.83	\$ 1,115,735.93	\$ 259,554.89	39%	61%

Revenues - Expenses: \$ 938,170.00 \$ 78,180.83 \$ 336,890.98 \$ 71,413.60

Bond Principal Note	\$ 585,000.00	\$ 48,750.00	\$ 585,000.00	\$ -	100%	0%
----------------------------	---------------	--------------	---------------	------	------	----

CIP BUDGET vs ACTUAL (non-FEMA)

Month Ending 2/28/2018						
	CIP Annual Budget	CIP Monthly Budget	CIP Year-to-Date Actual	CIP Monthly Actual	% Spent	% Remaining
<i>Fire Hydrants-System Imprvmt</i>	\$ 37,500.00	\$ 3,125.00	\$ -	\$ -	0%	100%
<i>Well #3 Chlorine Imprvmnts.</i>	\$ 55,000.00	\$ 4,583.33	\$ -	\$ -	0%	100%
<i>Radio Read Meters</i>	\$ 1,000,000.00	\$ 83,333.33	\$ -	\$ -	0%	100%
<i>I&I System Improvements</i>	\$ 200,000.00	\$ 16,666.67	\$ -	\$ -	0%	100%
<i>I&I CCTV Software/Cradle</i>	\$ 30,000.00	\$ 2,500.00	\$ 34,640.00	\$ -	115%	-15%
<i>Lift Station Repairs (9)</i>	\$ 2,000,000.00	\$ 166,666.67	\$ 51,120.24	\$ 19,484.53	3%	97%
<i>Scada Upgrades</i>	\$ 100,000.00	\$ 8,333.33	\$ 24,246.13	\$ 21,986.82	24%	76%
<i>Sewer Expansion (2016/2017)</i>	\$ -	\$ -	\$ 2,497.70	\$ -	0%	0%
<i>Maintenance Restroom</i>	\$ 10,000.00	\$ 833.33	\$ -	\$ -	0%	100%
<i>Maintenance Shop Lean Too</i>	\$ 15,000.00	\$ 1,250.00	\$ 2,705.72	\$ -	18%	82%
<i>Door Awnings@Shop/Admin</i>	\$ 2,200.00	\$ 183.33	\$ -	\$ -	0%	100%
Subtotal	\$ 3,449,700.00	\$ 287,475.00	\$ 115,209.79	\$ 41,471.35		
<i>Water Tower</i>	\$ 70,000.00	\$ 5,833.33	\$ -	\$ -	0%	100%
<i>Equipment Purchase</i>	\$ 48,000.00	\$ 4,000.00	\$ 15,774.40	\$ -	33%	67%
<i>Truck Purchase</i>	\$ 82,000.00	\$ 6,833.33	\$ -	\$ -	0%	100%
Subtotal	\$ 200,000.00	\$ 16,666.67	\$ 15,774.40	\$ -		
Total CIP:	\$ 3,649,700.00	\$ 304,141.67	\$ 130,984.19	\$ 41,471.35	4%	96%

Last FY Budget

	Annual Budget	YTD in Bank
Previous Year:		
<i>Tower Reserve</i>	\$ 140,000.00	\$ 140,000.00
<i>Equipment Purchase</i>	\$ 20,000.00	\$ 20,000.00
<i>Truck Purchase</i>	\$ 80,000.00	\$ 46,304.43
+Interest		\$ 237.92
Beginning Account Balance		\$ 206,542.35
Current Year:		
<i>Tower Reserve</i>	\$ 70,000.00	\$ 29,166.67
<i>Equipment Purchase</i>	\$ 10,000.00	\$ (11,607.73)
<i>Truck Purchase</i>	\$ 40,000.00	\$ 16,666.67
Total	\$ 120,000.00	\$ 34,225.60
+ Interest		\$ 73.49
Reserve Acct.		\$ 240,841.44

PUBLIC ASSISTANCE BUDGET vs ACTUAL (FEMA)

Month Ending 2/28/2018

	Beginning Budget	Year-to-Date Actual	Monthly Actual	% Spent	% Remaining
Bond Proceeds Cash@10/1/17	\$ -				
Plus Interest Income	\$ -				
Less Funds Spent:					
WWTP - PW11240		\$ 1,231,513.40	\$ -		
LS REPAIRS - PW8429		\$ 636,361.02	\$ 321,852.72		
LS #13 - PW11247		\$ 230,428.93	\$ 207,957.71		
LS #1 & #27 - PW11280		\$ 408,785.59	\$ 179,140.16		

Total Public Assistance: \$ - \$ 2,507,088.94 \$ 708,950.59

Balance to Spend: \$ -

100% Construction being advanced from FEMA on all PWs.

**ENGINEERING MASTER SERVICES AGREEMENT BETWEEN
DIAMONDHEAD WATER AND SEWER DISTRICT AND
DIGITAL ENGINEERING**

THIS AGREEMENT, made and entered into this 8th day of March, 2018 in Diamondhead, Mississippi, by and between the Diamondhead Water and Sewer District, acting by and through its Board of Commissioners ("the Governing Authority") hereinafter referred to as "Owner" or "District" with its principle address being located at 4425 Park Ten Drive, Diamondhead, Mississippi 39525 and Digital Engineering, hereinafter "Contractor" or "Engineer", with its principle place of business located at: 314 Coleman Ave, Waveland, Mississippi 39576, for the purposes, and on the terms and conditions, and under the authority hereinafter set forth:

WITNESS THAT:

WHEREAS, the Diamondhead Water and Sewer District, is a body politic, organized and existing according to the laws of the State of Mississippi, and it is governed by its Board of Commissioners; and

WHEREAS, the Owner desires to enter into a Master Services Agreement with Engineer to provide services on an as needed basis, which services are generally set out in Exhibit "A" and include, but are not limited to, preparing preliminary engineering reports, designing and/or evaluating projects, providing surveying services, and preparing construction drawings; and

NOW, THEREFORE, it is hereby agreed between the parties as follows:

ARTICLE I. SERVICES OF ENGINEER

Engineer understands and agrees that this Agreement is for work which may hereafter be assigned to Engineer on an as-needed basis, and does not guarantee or assure that any projects or work assignments will be assigned during the term provided herein. The scope of possible services is set forth in Exhibit "A", but may be revised or particularized on each specific task or project assigned to Engineer. Any work assignment under this Agreement shall define the specific scope of work and not to exceed fee amount and shall be issued on the "Work Assignment" form attached hereto as Exhibit "B". All work assigned shall become part of this Agreement and shall be subject to the terms and conditions provided herein.

Engineer shall be responsible for all services and materials required to fully perform and complete the assigned work and shall exercise a reasonable standard of conduct and care, according to the prevailing industry standards, in all work, complying with all Federal, State, and local manuals, guides and specifications for work. The Owner reserves the right to enlarge or reduce the overall scope of services under this Agreement. Engineer may limit or refuse to accept work assignments under this Agreement. Any limitation or refusal must be issued to the Owner in writing within three (3) days of receipt of the assignment.

Within three (3) days of receipt of a request for scope of services, Engineer shall furnish a proposed estimated cost and progress schedule. Project schedules shall include the anticipated time needed to complete the task or assignment, proposed beginning and conclusion dates, and identify such intermediate dates as may be required to adequately monitor the progress of the assignment. Once a scope of services, proposed estimated cost and progress schedule has been

clearly identified and agreed upon, Owner will issue a Work Assignment to Engineer in the form attached hereto as Exhibit B. Engineer shall return the completed and executed Work Assignment (Exhibit B) to the Owner within three (3) days of the date of assignment. Return of Exhibit "B" to the Owner will be required before a Notice to Proceed is issued. **Engineer may not begin work on any assignment without receiving a Notice to Proceed from the Owner.**

ARTICLE II. CONTRACT TERM

The Agreement shall commence upon the latest date of execution and continue until March 19, 2018, at 11:59 p.m. (Central Time), at which time the Agreement shall automatically terminate. No new work shall be assigned or undertaken after March 19, 2018. However, Engineer shall complete any work assigned prior to March 19, 2018 with work not to exceed the termination or conclusion date identified by the specific assignment, continuing under the terms hereof. During the term of this Agreement, the Owner reserves the right to terminate this Agreement in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the Engineer. This contract allows for an initial term and the extension of the contract for three (3) one-year terms as approved by the Owner.

ARTICLE III. RELATIONSHIP OF THE PARTIES

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

ARTICLE IV. COMPENSATION, BILLING AND AUDIT

- A. Cost and Fees: Engineer shall be paid either lump sum or on a labor hour/unit basis, as set forth in Exhibit "C", for each work assignment issued pursuant to this Agreement. **Without prior approval by the Owner, total services provided under this agreement shall not exceed Twenty Thousand Dollars (\$20,000).** Under no circumstances shall the Owner be liable for any amounts expended or incurred by Engineer which exceed the maximum dollar amount of compensation and have not been previously approved by the Board.
- B. Monthly Billing: Engineer may submit monthly billing statements to the Owner. A sample of the preferred invoice is attached hereto as Exhibit "D". Each statement shall include time expended and allowable expenses through the end of the billing period. Direct expenses include the cost of long distance telephone calls, testing and printing, if it is not company accounting policy to include the costs in overhead rates. Owner shall not reimburse for the cost of travel or shipping/mailing charges. Owner reserves the right to

verify time and expense records, related to work performed for the Owner, by audit of any or all of Engineer's time and accounting records. Records shall be available at all times during the period of the Agreement, and for a period of three (3) years following.

Services rendered within a fiscal year (October 1 – September 30), may require an invoice requesting payment for services within sixty (60) days of the end of the fiscal year. Should Engineer fail to present the invoice within the allotted time, payment may be delayed.

- C. Final Payment: Requests for final payment shall be submitted to the Owner no later than forty-five (45) days following the completion and/or termination of the work assignment. The Owner reserves the right to reject any final invoice not timely received. Engineer shall clearly indicate on the last invoice for a work assignment that the payment sought is the "final payment" for said work assignment. The Owner shall confirm that the assignment is completed and ready to be closed, allowing payment of the final invoice. Under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the work assignment unless previously approved by the Governing Authority.

Engineer agrees and accepts that receipt of final payment shall be in full and final settlement of all claims arising against the Owner for payment for work completed, materials furnished, cost incurred, or otherwise arising out of this Agreement and/or associated work assignments. In accepting the final payment, Engineer shall release the Owner from any and all further claims for payment, whether known or unknown, for and on account of the Agreement and/or associated work assignments, including payment for all work done, and labor and materials furnished in connection with the same. Failure to perform, to the satisfaction of the Owner, all terms of this Agreement and/or associated work assignments, which includes the Scope of Work identified herein, or the Engineer's failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the Engineer without any additional compensation.

- D. In the event of termination of this Agreement, any just claims by the Engineer for payment of services rendered prior to the date of termination will be evaluated on a case by case basis. The Owner shall be liable only for the costs, fees and expenses for demobilization, if applicable, and close out of the Agreement, based on actual time and expenses incurred by Engineer in the packing and shipment of all documents covered by this Agreement. In no event shall the Owner be liable for lost profits or other consequential damages.

ARTICLE V. COMPLIANCE WITH APPLICABLE LAW

Engineer shall observe and comply with applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this Agreement or that may later become effective. Engineer shall not discriminate

against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, national origin, age or disability. Engineer shall execute any and all certifications required by the Owner, without limitation a Certification of Compliance with Title VI of the American with Disabilities Act, as amended.

Engineer represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States Immigration laws. The Engineer further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The Engineer acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The Engineer also acknowledges liability for any additional costs incurred by the Owner due to such contract cancellation or loss of license or permit.

ARTICLE VI. COVENANT AGAINST CONTINGENT FEES, LOBBYING AND EMPLOYMENT OF OWNER PERSONNEL

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the Agreement. The Engineer warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the Owner. For breach or violation of this warranty, the Owner shall have the right to terminate this Agreement without liability, and the Engineer shall forfeit any sums due hereunder at the time such breach and may be barred from performing any future services for the Owner or participating in any future contracts with the Owner. Unless specifically authorized in writing by the Owner, Engineer shall not employ any person or persons in the employ of the Owner or who have been employed by Owner within the proceeding twelve (12) months, for any work required under the terms of this Agreement.

ARTICLE VII. REVIEW OF WORK

During the term of this Agreement, the General Manager of the District may, at all reasonable times review and inspect the services and work assignments, including all reports, drawings, studies, maps and computations prepared by and for the Engineer in connection with this Agreement.

Engineer shall be responsible for performance of and compliance with all terms of this Agreement and shall be responsible for correcting any errors and/or omissions, including those that relate to the conduct of care, format and content of material, professional quality and technical accuracy of all designs, plans, drawings, specifications, and other services furnished by the Engineer that may be identified during or outside of a review. Any corrections necessary for compliance shall be at the Engineer's expense.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications, or other services, discovered by the Owner during the performance of the work shall immediately be addressed by the Engineer. Engineer shall provide a written statement of proposed remedy no less than ten (10) days after the identification of the breach. Any work performed to remedy the breach shall be at the expense of the Engineer.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications, or other services, discovered by the Owner after final acceptance of the work shall, without additional compensation, be corrected by the Engineer. If Engineer fails, or is unable to correct, the Owner reserves the right to have the deficiencies corrected. Any costs incurred by the Owner for such corrections shall be the responsibility of the Engineer. Owner shall provide Engineer an opportunity to correct any identified breach unless:

1. The Owner determines, in its sole discretion, that the Engineer cannot cure the breach within the schedule established by the Owner; or
2. The Owner determines, in its sole discretion, that the Engineer cannot cure the breach to the satisfaction of the Owner.

ARTICLE VIII. OWNERSHIP OF PRODUCTS, DOCUMENTS AND WORK

Engineer agrees that all reports, computer information and access, drawings, plans, studies, notes, maps and other data, prepared by and for them under the terms of this Agreement shall be delivered to, become and remain in the property of the Owner upon creation and shall be delivered to the Owner upon termination or completion of work, or upon request of the Owner regardless of any claim or dispute between the parties. All such data shall be delivered within fourteen (14) days of receipt of a written request by the Owner.

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

If for any reason the work would not be considered a work made for hire under applicable law, or in the event this Agreement is determined to be other than a contract or agreement for a work made for hire, the Engineer does hereby transfer and assign to the Owner, and its successors and assigns, the entire right, title, and interest in and to any work prepared hereunder including,

without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The Engineer agrees to execute all papers and perform such other proper acts as the Owner may deem necessary to secure for the Owner or its designee the rights herein assigned.

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

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

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

ARTICLE IX. SUBLETTING, ASSIGNMENT OR TRANSFER

Neither this Agreement, nor any right or obligation hereunder may be assigned or transferred in whole or in part by Engineer without prior written consent of the Owner. Under no circumstance will Engineer be allowed to sublet more than sixty percent (60%) of the work required under this Agreement. Specific projects or phases of the work assigned under this contract may be sublet provided that the Engineer performs at least forty percent (40%) of the overall contract. Consent by the Owner to sublet a portion of the work shall not relieve Engineer from any of its obligations hereunder. Engineer is required to maintain full management responsibility throughout the duration of the Agreement. The Owner reserves the right to review all

subcontract documents and agreements, including any subcontractor's cost estimates, entered into with respect to this Agreement.

ARTICLE X. CONFIDENTIAL INFORMATION AND PRODUCTION OF DOCUMENTS

It is understood and agreed that from time to time confidential and/or privileged information may be shared. Engineer agrees not to disclose any privileged or confidential information unless (a) disclosure is authorized by the Owner in writing; (b) is reasonably required in connection with the fulfillment of the disclosing party's obligations hereunder and made only to the minimum extent necessary to carry out such obligations; (c) is information which had generally become known to the public other than through the disclosure thereof by the disclosing party or which is otherwise subject to disclosure under state or federal law and not within any exemption from such disclosure; (d) to any authorized attorney, accountant or other professional advisor of the disclosing party under confidentiality agreements and/or attorney-client privilege; or (e) pursuant to any compulsory legal process.

Engineer agrees that it shall immediately refer any third party who requests information pertaining to the work under this Agreement to Owner for response. This article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Engineer to defend itself from any suit or claim. Any published finding, report or recommendation shall include the following provision:

The opinions, findings, and conclusion in this publication are those of the author(s) and not necessarily those of the Diamondhead Water & Sewer District

ARTICLE XI. STOP WORK ORDER

A. **Order to Stop Work.** The Owner may, by written order to the Engineer at any time, require the Engineer to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding thirty (30) days after the order is delivered to the Engineer unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Engineer shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Owner shall either:

- (1) Cancel the stop work order; or
- (2) Terminate the work covered by such order according to the terms provided herein

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order

or any extension thereof expires, the Engineer shall resume work. If the Owner decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the Engineer's cost properly allocable to the performance of any part of this Agreement and the Engineer asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage, an equitable adjustment in this Agreement may be made by written modification of this Agreement as provided by the terms of this Agreement. The agreed upon schedule will be adjusted by the same number of days that any such stop work order covers.

- C. **Termination of Stopped Work.** If a stop work order is not cancelled and the work covered by such order is terminated, the Engineers shall be paid for services rendered prior to the termination

ARTICLE XII. INSURANCE

Prior to commencement of work under this Agreement, Engineer shall obtain and furnish Certificates of coverage, or any required documentation to evidence coverage, to the Owner for the following minimum amounts of insurance:

- A. Workers Compensation Insurance as required by the State of Mississippi;
- B. Comprehensive General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, including coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, contractors protective, sudden and accidental pollution, products and completed operations, and coverage for other hazards;
- C. Valuable Documents Insurance, whether as part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring, or replacing any documents kept or created by Engineer, as a part of the services, in the event of casualty to, or loss or theft of such documents;
- D. Errors and Omissions Insurance in an amount not less than One Million Dollars (\$1,000,000.00) aggregate; and
- E. Comprehensive Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) per incident with respect to the Engineer's owned, hired, or non-owned vehicles, assigned to or used in the performance of services.

The Owner shall be listed as a certificate holder or additional insured on any of the insurance required under this Agreement. Insurance identified herein shall be maintained in full force and effect by the Engineer throughout the duration of the Agreement, including

any extra time for which ongoing work is completed. Should Engineer cease to carry the Errors and/or Omissions coverage provided for herein, Engineer shall obtain "tail" or extension coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or Agreement termination, whichever is longer.

In the event that the Engineer retains any subcontractor or other personnel to perform services or to carry out any activities under or incident to work on any work assigned as part of this Agreement, Engineer agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage or sufficient coverage to cover their portion of the work. As an alternative, Engineer may include said subcontractor or other personnel within Engineer's coverage for the duration of the work assignment involving the subcontractor or other personnel. Should Engineer change carriers or policies for any insurance required herein, Engineer shall provide new certificates of coverage, as well as any retroactive coverage from the new carrier. If the Engineer fails to procure or maintain required insurance, the Owner may immediately terminate this Agreement.

ARTICLE XIII. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

Engineer, and its agents, servants, employees, and representatives agree to fully indemnify and hold harmless the Owner and its employees, agents and officials with respect to and from and against any and all claims, demands, causes of actions, damages, including, but not limited to, any and all indirect, special, incidental, punitive, or consequential damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including without limitation, attorney's fees, which in any way arise out of or relate to any negligent, intentional, willful or grossly negligent acts of omission or commission of or attributed to Engineer and/or its agents, servants, employees, subcontractors, officials, visitors, invitees, and/or guests. Engineer's obligations to indemnify and hold harmless, or at the Owner's option, participate and associate with the Owner in defense of any claim for damage, lien or suit and/or any related settlement negotiations shall be initiated by the Owner's Notice of Claim for Indemnification to the Engineer.

ARTICLE XIV. CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Hancock County, Mississippi. Any claim or action brought by either party related to this Agreement shall be brought in a court of competent jurisdiction in Hancock County. This Agreement shall be governed by the laws of the State of Mississippi and such Mississippi laws shall apply to the construction or enforcement of all provisions of this Agreement and to any action which may be brought pursuant thereto. Any right or remedy under this Agreement is cumulative, not exclusive, and is in addition to any other rights or remedies either provided in this Agreement or otherwise available at law or in equity. Failure to exercise or delay in exercising any rights shall not constitute a waiver in whole or in part of any such rights.

ARTICLE XV. CONFLICT OF INTEREST

Engineer is bound to Owner's best interests during the term of this Agreement. Engineer

covenants that there are no contracts, restrictions or other matters which would conflict or interfere with the interests of Owner or Engineer's ability to discharge its obligations under this agreement. If, while performing its duties and responsibilities under this Agreement, Engineer becomes aware of any potential or actual conflict between its interests and those of Owner, then Engineer shall immediately inform Owner of such conflict or potential conflict. Where Owner forms the view that such a conflict does or could exist, Owner may request Engineer to take action(s) to resolve that conflict to Owner's satisfaction. Engineer shall not, either directly or indirectly, receive or accept for its own benefit or the benefit of any employee of Engineer or its sub-consultants or any person or entity other than the Owner any gratuity, emolument, payment or promise of any kind from any person having or intending to have any business with the Owner.

ARTICLE XVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Owner and the Engineer and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. Any changes or amendments to this Agreement shall be in writing and agreed to by both parties.

ARTICLE XVII. WAIVER

The failure of either the Owner or the Engineer to enforce at any time or for any period any provision hereof shall not be construed to be a waiver of such provision of the right thereafter to enforce each and every provision. No waiver to this Agreement by either the Owner or the Engineer, either express or implied, or any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement.

ARTICLE XVIII. SEVERABILITY

If any word, clause, sentence, paragraph, condition, provision, or term of this Agreement is or hereafter becomes legally unenforceable, the same shall be severed from this Agreement, and all remaining provisions of this Agreement, shall be unaffected, and shall be interpreted in accordance with the express written intention of this Agreement.

ARTICLE XIX. KEY PERSONNEL & DESIGNATED AGENTS

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

OWNER:

For Contractual Matters:

David Carden, General Manager
4425 Park Ten Drive Diamondhead, MS 39525
(228) 255-5813
(228) 255-5840 (fax)
Email: dcarden@dwsd.us

ENGINEER:

For Contractual Matters:

L. Bruce Newton, P.E.
Executive Vice President
314 Coleman Ave.
Waveland, MS 39576
(228) 463-0130
(228) 463-0160 (fax)
Email: bnewton@deii.net

For Technical Matters:

Same

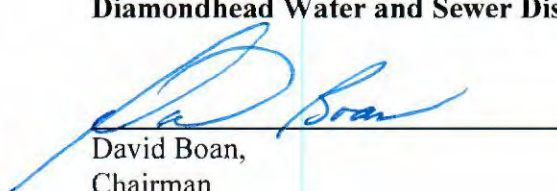
For Technical Matters:

Same

IN WITNESS WHEREOF as duly authorized:

OWNER:

Diamondhead Water and Sewer District

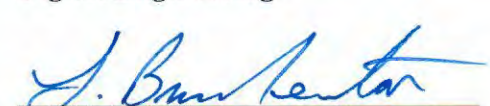

David Boan,
Chairman

Dated: 3/8/18

Witness: Dani J. Wilson

ENGINEER:

Digital Engineering


L. Bruce Newton, P.E.
Executive Vice President

Dated: 3/8/18

Witness: Camille H. Coy

EXHIBIT "A"

SCOPE OF SERVICES

Engineer shall provide professional services for the Owner pursuant to work assignments issued from time to time. All work assignments shall be subject to the terms and conditions set forth herein and any additional conditions or limitations provided for the specific assignment. General areas of services include, but are not limited to, work related to:

Engineer may be asked to provide preliminary engineering reports, designs, plans, environmental and surveying services, construction drawings, construction observation, and other tasks that may become necessary during the process. For tasks assigned under this Agreement, the scope of service will be agreed upon in advance, and a specific work authorization issued for each assignment. (See Exhibit "B" for format.)

EXHIBIT “B”

WORK ASSIGNMENT

Exhibit B

EXHIBIT "B"

WORK ASSIGNMENT

WORK ASSIGNMENT NO. ____ - ____ 20__ - __

PROJECT NUMBER: _____
DIAMONDHEAD WATER AND SEWER DISTRICT
HANCOCK COUNTY

This Work Assignment is executed in accordance with the Master Services Agreement entered into by Diamondhead Water and Sewer District and Digital Engineering, on the _____ day of _____, 2018.

WHEREAS, each of said parties represents that it continues to have authority to execute this Work Assignment and that all certifications previously made in said Agreement remain in effect;

NOW THEREFORE, the parties hereto do further contract and agree to add the following items of work to the above Agreement under the additional terms and conditions as are hereinafter stated:

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

[[[[Insert specific Scope of Work for this Assignment]]]]

[[[[Make sure Terminations is defined in the Work Assignment]]]]

WORK ASSIGNMENT TERM

No new Work Assignments shall be executed after _____, 2018

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until *[Insert Work Assignment Termination date here]* _____, at 11:59 P.M/ CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

DBE GOAL

The DBE goal established for this Work Assignment shall be _____%.

KEY PERSONNEL

[Designate project engineer and the Engineer's project representative here. Also include a list of any key personnel who are dedicated to this particular job by the CONSULTANT.]

PROJECT ENGINEER

[CONSULTANT PROJECT MANAGER]
(Certified as a Professional Engineer to do
Business in the State of Mississippi)

PROGRESS SCHEDULE

[Attach at the end of Exhibit "B" the progress schedule, including a not to exceed date]

MAXIMUM ALLOWABLE COST *[Delete the other cost methods not used]*

Contract Maximums:

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the Owner for this assignment exceed \$ 20,000.00 (Total of all Charges) without the prior consent of both parties. The Labor Rate has been identified in Table 1: Rate Schedule for Labor Hours.

Table 1: rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE

Both parties hereto represent that they have authority to enter into this Work Assignment No. _____, as "Exhibit "B" of the Agreement executed by and between the Owner and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE _____ DAY OF _____, 201__.

Diamondhead Water and Sewer District

By: David Carden, General Manager

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____,

[CONSULTANT NAME GOES HERE]

By:

ATTEST: _____

EXHIBIT "C"

FEES AND EXPENSES

The Owner shall pay the Engineer either lump sum or on an actual Labor/Hour Unit Cost Basis for the satisfactory completion of the Scope of Work set forth herein, for all salaries, payroll additives, overhead, direct costs and the Engineer's fixed fees attributable to a Work Assignment. The Engineer shall prepare an estimate for the specific work identified, and the Owner shall review and may approve this amount on a Work Assignment by Work Assignment basis using typical rates, and when acceptable issue the Notice to Proceed to the Engineer.

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

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

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

Labor Hour as the term is used herein shall include all direct salaries, payroll additives, overhead, and profit. Unit-Costs, as the term is used herein shall include all direct costs and profit. Labor Hour/Unit-Costs are not subject to any adjustments on the basis of the Engineer's cost experience in performing the Work Assignment. The Labor Hour/Unit-Costs shall be paid based on the rates established in the Work Assignment.

If requested by the Owner all labor charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Direct Costs:

The Owner will reimburse the Engineer's printing, long distance calls, and testing for actual documented expenses. All Direct Costs shall be substantiated with supporting documentation. Testing costs shall not exceed two percent (2%) of the construction costs and the Owner shall approve the testing agreement in advance of testing work being performed. All direct expenses will be reimbursed upon receipt of acceptable paid invoices.

Direct Salaries:

Direct Salaries shall not exceed those amounts actually paid to an employee performing Services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit "A" to this Agreement.

**Diamondhead Water & Sewer District
2018 Engineering Master Services Agreement
Engineering Fees - Standard Hourly Rates Schedule**

Principal	\$195
Registered Field Engineer 1	\$140
Registered Field Engineer 2	\$160
Geotechnical Engineer	\$165
Engineering Intern	\$100
Sr. CADD Technician/Designer	\$115
CADD Technician	\$77
RPR Insp 1	\$64
RPR Insp 2	\$75
Clerical	\$55
1 Man Survey Crew (Conv., GPS, Laser)	\$130.00
1 Man RTK GPS Survey Crew	\$156.00
1 Man Imaging Station (IS) Laser Scanner Survey Crew	\$171.00
2 Man Conventional Survey Crew	\$156.00
2 Man Static GPS Survey Crew	\$166.00
2 Man RTK GPS Survey Crew	\$182.00
2 Man Imaging Station (IS) Laser Scanner Survey Crew	\$182.00
1 Man Laser Scanner (Topcon GLS-1000 Laser Scanner)	\$192.00
Survey Project Manager	\$109.00
Professional Land Survey (PLS)	\$130.00
Survey Technician	\$78.00

Note: All materials testing will be billed at cost plus 10%.

EXHIBIT "D"
SAMPLE INVOICE

Company Name Here
[Company Slogan]

[Street Address]
Phone [Phone Number]
Fax [Fax Number]

INVOICE

INVOICE #[100]
DATE: [PICK THE DATE]

TO:
Diamondhead Water & Sewer District
4425 Park Ten Drive
Diamondhead MS 39525

FOR:
Professional Engineering Services

Period Covered: MM/DD/YYYY to MM/DD/YYYY

WORK ASSIGNMENT #	DESCRIPTION	TOTAL FEE	% COMP	EARNED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS PERIOD
TOTAL						

TOTAL DUE THIS PERIOD: \$ _____

[Note: Attach a separate Invoice Detail sheet for each Work Assignment being billed]

Company Name Here*[Company Slogan]*

[Street Address]

Phone [Phone Number]

Fax [Fax Number]

INVOICE DETAIL

INVOICE #[100]

DATE: [PICK THE DATE]

TO:

Diamondhead Water & Sewer District

4425 Park Ten Drive

Diamondhead MS 39525

FOR:

Professional Engineering Services

Work Assignment No.:

Period Covered: MM/DD/YYYY to MM/DD/YYYY

DIRECT LABOR					
EMPLOYEE & CLASSIFICATION	DESCRIPTION	HOURS	RATE	AMOUNT	
TOTAL					

DIRECT COSTS		
COST TYPE	DESCRIPTION	AMOUNT
TOTAL		

TOTAL Due this Work Assignment: \$ _____

EXHIBIT "E"

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

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

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

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

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

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

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of Two Thousand Dollars (\$2,000.00) shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded to contractors and subcontractors in excess of Two Thousand Dollars (\$2,000.00) for construction contracts and in excess of Two Thousand Five Hundred Dollars (\$2,500.00) for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) Contracts and subcontracts in amounts in excess of One Hundred Thousand Dollars (\$100,000.00).

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

9. Disadvantaged Business Enterprises (DBE): It is the policy of the Owner to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the Owner and the Engineer shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs for United States Department of Transportation Assisted Contracts". Neither the Engineer, nor any sub-recipient or sub-consultant shall discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Engineer shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the Engineer to carry out those requirements is a material breach of this Agreement which may result in the termination of this Agreement or such other remedies as the Owner deems appropriate.

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

EXHIBIT "F"

CERTIFICATION REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS Certification in accordance with Section 29.510 Appendix A, C.F.R. Vol. 53, No. 201, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Agreement under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification: and
 - (d) have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) have not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with the Agreement.
- (2) The Engineer further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this Agreement. Failure to comply shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00). The Engineer shall include the language of the certification in all subsequent contracts exceeding Twenty Five Thousand Dollars (\$25,000.00) and all sub-consultants shall certify and disclose accordingly.

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

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

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

SO CERTIFIED this 8th day of March, 2018.

David F. Boan

(Print Firm Name Here)

By: [Signature]

ATTEST: [Signature]

(Witness)

My Commission Expires:

Feb. 16, 2021

[Signature]
(Notary Public)



EXHIBIT "G"

PRIME CONSULTANT / CONTRACTOR REV
CERTIFICATION AND AGREEMENT

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

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

556682

EEV* Company Identification Number (Required)

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

By:

L. Bruce Newton
Authorized Officer or Agent

Date

3/8/18

Printed Name of Authorized Officer or Agent

L. Bruce Newton

Title of Authorized Officer or Agent of Contractor/Consultant

Executive Vice President

SWORN TO AND SUBSCRIBED before me on this the 8th day of March, 2018.

NOTARY PUBLIC

MY COMMISSION EXPIRES: June 22, 2018



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