

**REQUEST FOR PROPOSALS FOR MCWI**  
**ENGINEERING SERVICES FOR WATER TANK AND WELL**

The Board of Supervisors of Stone County, Mississippi, requests proposals from qualified firms or individuals to provide engineering services for work related to the implementation of the Mississippi Municipality and County Water Infrastructure (MCWI) Grant Program project(s). You are invited to submit three (3) copies of a proposal, in accordance with this request, to the Stone County Board of Supervisors, by mail at P.O. Drawer 7, Wiggins MS 39577 or by hand-delivery to Chancery Clerk's Office at 323 E. Cavers Avenue, Wiggins, MS 39577, no later than 10:00 A.M. on July 17th, 2023.

The Engineer will be responsible for performing all engineering services through project closeout in accordance with federal, state and local law, regulations and policies. The scope of work includes but is not limited to the following: 1) prepare preliminary engineering report and cost estimates for proposed MCWI applications, 2) prepare plans and specifications, 3) distribute bid documents, 4) assist in bid opening and prepare bid tabulation, 5) assist in the execution of construction contracts, 6) hold pre-construction conference, and 7) perform construction inspection including periodic reports to the County and approve all payment requests.

The Stone County Board of Supervisors is an Equal Opportunity Employer. The Board encourages Minority-owned Business Enterprises (MBEs) and Woman-owned Business Enterprises (WBEs) to submit proposals. Additionally, all program activities must be consistent with the American Rescue Plan Act (ARPA), Mississippi Department of Environmental Quality's Regulations for the MCWI Grant Program, Senate Bill No. 2822 of the Mississippi Legislatures 2022 Regular Session, and any other federal and state regulations subject to the program.

All proposals must be submitted in a sealed envelope and marked with the following language: "Proposal for MCWI Engineering Services." Proposals will be evaluated on the following factors: Qualifications (40 points), Experience (40 points), and Capacity for Performance (20 points). To be evaluated properly, the following must be addressed in detail: Qualifications – List of qualifications of persons to be assigned to project, Experience – Information regarding the firm's experience and the projects previously undertaken, Capacity for Performance – Identify the number and title of staff assigned to provide services.

The Board will designate a Selection committee to evaluate each proposal. The selection committee may hold proposals for a period of up to thirty (30) days for the purpose of reviewing and investigating the proposals' content. The Board reserves the right to reject any and/or all proposals.

Subject to MCWI award(s) and the removal of any and all program conditions, the Board will award a contract with the qualified firm or individual whose proposal has the highest number of cumulative points and determined to be the most advantageous to the Board, price and other factors considered. The contract will include scope and extent of work and other essential requirements, the forms of which can be obtained by contacting the Chancery Clerk's Office at (601) 928-5266. An individual contract will be executed for each awarded project, and the contract will be on a fixed price basis in accordance with the established program fee scale. The Board has the authority to terminate the selection at any time. PUBLISH: June 28<sup>th</sup>, 2023 and July 5<sup>th</sup>, 2023.

# SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and



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**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between

**STONE COUNTY BOARD OF SUPERVISORS**

(“Owner”)

and \_\_\_\_\_

(“Engineer”)

Engineer agrees to provide services described below to Owner for

**NEW WELL AND TANK TO  
SERVE ENVIVA PLANT  
BOND**

(“Project”).

Description of Engineer’s  
Services:

**PERFORM PRELIMINARY AND CONSTRUCTION CIVIL DESIGN,  
PROVIDE CONSTRUCTION QUALITY ASSURANCE AND INSPECTIONS  
AND PROCESS PAY APPLICATIONS ON A NEW WELL AND TANK TO  
SERVE THE NEW ENVIVA PLANT IN WIGGINS, MS.**

SPECIAL CONDITIONS OF CONTRACT:

Notwithstanding any other provisions in this Agreement to the contrary,

- The Engineer agrees to maintain its records related to the Project for a period of five (5) years following the execution of a certificate of completion, and to provide the County with reasonable access to these records during this period.
- The Engineer shall comply with 2 CFR Part 200, Appendix II, provisions included in the 2 CFR Part 200, Appendix II, Terms and Conditions attached hereto.

Owner and Engineer further agree as follows:

### 1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

B.

As soon as practicable after the date of this agreement, the Engineer shall submit for the Owner's approval a schedule for the performance of the Engineer's services that is consistent with the construction timeline provided in the Memorandum of Understanding between the Owner and Enviva Pellets Bond, LLC that addresses the Well and Tank Improvements. The schedule initially shall include anticipated dates for the commencement of construction and for substantial completion. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of other consultants and contractors, and for approval of submissions by authorities having jurisdiction over the project. With the Owner's approval, the Engineer shall adjust the schedule, if necessary, as the project proceeds.

### 2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the 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. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

Payments will be credited first to interest and then to principal.

### 3.01 Additional Services

A. If authorized by Owner in writing, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

### 4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 7 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to 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.

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

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 7 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 7 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 the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 10 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project 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.

### **5.01 Controlling Law**

A. This Agreement is to be governed by the law of the state in which the Project is located.

### **6.01 Successors, Assigns, and Beneficiaries**

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest

(including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

### **7.01 General Considerations**

A. 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 Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees and the employee of any sub-contractor of Engineer) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. (REMOVED)

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To The fullest extent permitted by Law, Owner and Engineer agree that Engineer's liability to Owner under this Agreement shall be limited to the amounts of insurance coverage expressed below, or the total amount of compensation received by Engineer, whichever is greater.

H.

1. Engineer shall maintain comprehensive general liability insurance, automotive liability, worker's compensation and professional liability insurance with the following coverages:
2. Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.
3. Automobile Liability covering vehicles owned by the Engineer and non-owned vehicles used by the Engineer with policy limits of not less than One Million Dollars (\$1,000,000 ) per claim and One Million Dollars (\$1,000,000 ) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.
4. The Engineer may achieve the required limits and coverage for Comprehensive General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required above.
5. Workers' Compensation at statutory limits.
6. Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less

than One Million Dollars (\$1,000,000 ) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

7. The Owner shall be an additional insured on the Engineer's primary and excess policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing and completed operations. The policies shall also provide for the right of subrogation to be waived against the Owner.

8. The Engineer shall provide to the Owner insurance policy endorsements evidencing the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies. Engineer shall provide certificates of insurance to Owner evidencing that these coverages are in effect upon commencement of the services contemplated herein and upon reasonable request of the Owner. Such coverages shall be maintained throughout the existence of this Agreement and for a period of three (3) years following completion of Engineer's professional services under this Agreement. Engineer or its insurer shall indemnify and hold harmless Owner for any damage, loss or expense, including reasonable attorney's fees, arising out of or related to claims for personal injury (including death) or property damage arising out of the negligent act, error or omission of Engineer.

## **8.01 Total Agreement**

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), 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 duly executed written instrument.

### 9.01 Payment (Percentage of Construction Cost)

A. Using the procedures set forth in paragraph 2.01, owner shall pay Engineer as follows:

1. ( INSERT % allowed by grant. )
2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed:
  - a. For work designed or specified by Engineer and incorporated in the completed Project, the actual final cost of the work performed by Contractor.
  - b. For work designed or specified by Engineer but not constructed, the lowest bona fide bid received from a qualified bidder for such work; or, if the work is not bid, the lowest bona fide negotiated proposal or contractor's estimate for such work.
  - c. For work designed or specified but not constructed, upon which no bid, proposal, or estimate is received, Engineer's most recent opinion of probable Construction Cost.

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

OWNER: \_\_\_\_\_

ENGINEER: \_\_\_\_\_

By: Lance Pearson

By: \_\_\_\_\_

Title: President of Board of Supervisors

Title: \_\_\_\_\_

Date  
Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

License or Certificate No. and  
State \_\_\_\_\_

Address for giving  
notices:

Address for giving notices:

P.O. Drawer 7

Wiggins, MS 39577



## **STONE COUNTY, MISSISSIPPI**

### **2 C.F.R. PART 200, APPENDIX II, CONTRACT TERMS AND CONDITIONS**

#### ***APPLICABLE TO ALL WORK***

For the purpose of clarification, the ENGINEER shall refer to the firm providing professional services, construction work, equipment, supplies, or commodities to Stone County, Mississippi ("County" or "Owner") as specified in the contract to which this document is attached, and also all subcontractors/subrecipients to the ENGINEER. The ENGINEER is required to include all of the provisions in these 2 C.F.R. Part 200, Appendix II, Contract Terms and Conditions in all subcontracts under this contract.

In the event of any conflict between the provisions of this 2 C.F.R. Part 200, Appendix II, Contract Terms and Conditions, and the provisions of the Short Form of Agreement Between Owner and Engineer for Professional Services, the provisions of this 2 C.F.R. Part 200, Appendix II, Contract Terms and Conditions shall take precedence and control.

1. Availability of Funds.

It is expressly understood and agreed that the obligation of Stone County, Mississippi ("County" or "Owner") to proceed under this agreement is conditioned upon the receipt of MCWI funds from the Mississippi Department of Environmental Quality. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of MDEQ to provide funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the County, County shall have the right upon ten (10) working days written notice to the ENGINEER, to terminate this agreement without damage, penalty, cost or expenses to the County of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

2. Access of Owner, MDEQ and Others to Project Documents, Papers, and Books.

The ENGINEER agrees to allow the County, MDEQ and any of their duly authorized representatives access to any books, documents, papers, and records of the ENGINEER which are directly pertinent to the MCWI grant for the purpose of making audits, examinations, excerpts, and transcriptions.

3. Records.

All records required to be kept on the project shall be maintained for at least five years after final payments and until all other pending matters under the grant for this project are closed.

4. Remedies for Noncompliance.

If the ENGINEER fails to comply with federal or state statutes, regulations or the terms and conditions applicable to this contract the County may take one or more of the following actions, as appropriate in the circumstances:

- A. Temporarily withhold cash payments pending correction of the deficiency by the ENGINEER;
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- C. Wholly or partly suspend or terminate the contract;

- D. Withhold further payments for work performed on the project; or
- E. Take other remedies that may be legally available.

The County will notify the recipient in writing of the County's determination that an instance of non-compliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that the County proposes to pursue. The ENGINEER will then have 7 calendar days to respond and provide information and documentation contesting the County's proposed determination or suggesting an alternative remedy. The County will consider information provided by the ENGINEER and issue a final determination in writing, which will state the County's final findings regarding noncompliance and the remedy to be imposed.

5. Termination of Contract for Cause.

If, through any cause, the ENGINEER shall fail to fulfill in a timely and proper manner any obligations under this contract, or if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the ENGINEER of such termination and specifying the effective date of such termination subject to any applicable cure period. In such event, all finished or unfinished documents, data, studies, and reports prepared by the ENGINEER shall entitle the ENGINEER's receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, the ENGINEER shall not be relieved of liability to the County for damage sustained to the County by virtue of any breach of the contract by the ENGINEER. The County may withhold any payments to the ENGINEER for the purpose of set off until such time as the exact amount of damages due the County from the ENGINEER is determined.

6. Termination for Convenience of the County.

The County may terminate this contract any time by a notice in writing from the County to the ENGINEER. If the contract is terminated by the County as provided herein, the ENGINEER will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this contract, less payments of compensation previously made, provided that if less than sixty percent (60%) of the services covered by this contract have been performed upon the effective date of such termination, the ENGINEER shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this contract) incurred by the ENGINEER during the contract period which are directly attributable to the incomplete portion of the services covered by this contract.

7. Changes.

The County may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of the ENGINEER's compensation which are mutually agreed upon by and between the County and the ENGINEER, shall be incorporated in written and executed amendments to this contract.

8. Compliance with Laws.

ENGINEER understands that the County is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and ENGINEER agrees during the term of the contract that ENGINEER will strictly adhere to this policy in its employment practices and provision of work performed pursuant to the contract. ENGINEER shall comply

with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified. ENGINEER shall immediately report in writing to the County any discrepancy or inconsistency in the contract documents that appear to violate or be contrary to the then existing applicable federal, state and local laws. ENGINEER shall ensure that any person assigned to perform services hereunder meets the employment eligibility requirements of the immigration and naturalization laws including but not limited to the Immigration Reform and Control Act of 1986.

9. Health and Safety Standards.

All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. 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 purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

10. Davis-Bacon Act.

As applicable, the ENGINEER will compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and §§ 3146–3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) in all prime construction contracts in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds. When applicable, the ENGINEER must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. For information on the current prevailing wage rate determination for a specific locality go to <https://sam.gov/content/wage-determinations>. If there is no prevailing wage rate determination for the locality, the ENGINEER should contact the U.S. Department of Labor at 1-866-487-2365 on how to obtain a prevailing wage rate determination.

11. Environmental Requirements.

The ENGINEER must comply with all environmental standards, and provide information requested by the County relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If ENGINEER makes any subawards, the ENGINEER must include the environmental statutes, regulations, and executive orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the County if the subrecipient becomes aware of any impact on the environment that was not noted in the County’s application for MCWI funding:

- A. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
- B. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
- C. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738
- D. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
- E. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
- F. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
- G. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
- H. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
- I. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)

- J. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
- K. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
- L. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)
- M. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
- N. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
- O. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
- P. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
- Q. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. § 1431—1445)
- R. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
- S. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
- T. Environmental Justice in Minority Populations and Low-Income Populations, EO 12898, as amended
- U. Flood Management, EO 11988, as amended by EO 13690, which was revoked by EO 13807 on August 15, 2017 and reinstated by EO 14030 on May 20, 2021, reestablishing the Federal Flood Risk Management Standard (FFRMS)
- V. Protection of Wetland, EO11990, May 24, 1977, as amended by EO 12608
- W. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
- X. Coral Reef Protection, EO 13089
- Y. Invasive Species, EO 13112

12. Debarment and Suspension.

ENGINEER certifies to the best of its knowledge and belief that it, its corporate officers, principal owners, managers, auditors and others in a position of administering governmental funds:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. Have not, within a three year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- C. Have not, within a three year period preceding this contract, been convicted of or had a civil judgment rendered against them for a 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;
- D. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in subparagraphs B. and C. of this certification; and
- E. Has not, within a three year period preceding this contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

10. Anti-Kickback Rules.

Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contracted Party shall comply with all applicable "Anti-Kickback" regulations and shall

insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

13. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

ENGINEER certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. ENGINEER shall require any subrecipient to make this same certification. ENGINEER and any subrecipients must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

14. Subcontracting and Procurement.

None of the services covered by this contract shall be subcontracted without prior written consent of the County. The ENGINEER shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. The ENGINEER shall insert in each subcontract appropriate provisions requiring compliance with the hiring and labor standards provisions of this contract.

15. Procurement of recovered materials.

ENGINEER must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

16. Domestic preferences for procurements.

As appropriate and to the extent consistent with law, ENGINEER should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this section:

- A. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- B. "Manufactured products" means items and construction materials composed in whole or in part on non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

17. Prohibition on certain telecommunications and video surveillance services or equipment.

ENGINEER and its subrecipients are prohibited from seeking reimbursement under this contract

for the following:

- A. Procure or obtain;
  - B. Extend or renew a contract to procure or obtain; or
  - C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.