

## AGREEMENT

THIS AGREEMENT made this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
by and between the Board of Supervisors of \_\_\_\_\_ County,  
Mississippi, hereinafter referred to as the Board and the State Aid Engineer of the Office of State  
Aid Road Construction, hereinafter referred to as the State Aid Engineer.

WITNESSETH That

WHEREAS under the provisions of Senate Bill No. 1, Extraordinary Session of 1949,  
and  
as amended by Senate Bill No. 79, Laws of 1952, it now appears, according to records in the  
Office of the State Aid Engineer, that unexpected and unencumbered State Aid funds in the  
amount of \$ \_\_\_\_\_ are in the State Treasury to the credit of the above-  
mentioned county as of the date of this Agreement, and

WHEREAS the Board has complied with all the state laws and with all the rules and  
regulations promulgated by the State Aid Engineer under the law and has thereby become  
eligible to construct the hereinafter-mentioned project, according to the plans, specifications and  
estimates prepared by the County Engineer, approved by the State Aid Engineer and now on file  
in the office of the Chancery Clerk of the county hereinbefore mentioned, and

WHEREAS the Board desires to construct the project with its own forces and equipment  
except as set out herein on page 4-A, and has furnished the State Aid Engineer with sufficient  
evidence that it has the necessary personnel, equipment, and other facilities for the satisfactory  
performance of the work, and

WHEREAS in the opinion of the parties hereto, this procedure will result in a saving of  
State Aid funds.

NOW THEREFORE, it is mutually agreed that:

ARTICLE I: The work to be performed in the construction of the project shall consist of

for which are listed on the approved plans.

ARTICLE II: That the Board will acquire at its own expense all rights-of-way and easements for the construction of the project in accordance with the lengths and widths shown on the plans, and further that the Board will furnish the State Aid Engineer with a certificate executed by the Attorney for the Board, that it has obtained all rights-of-way and easements prior to the issuance of the work order.

ARTICLE III: That the Board shall perform all the work described herein except as set out on page 4-A, and as indicated on the plans and in accordance with the standard specifications for State Aid Road and Bridge Construction as amended and supplemented and with such special provisions as are applicable; all of which are incorporated in and made a part of this Agreement.

ARTICLE IV: A. That the Board shall furnish all equipment, machinery, tools, and labor and shall furnish and deliver all materials required to be furnished and delivered in and about the improvement, except as set out herein on page 4-A. The Board further agrees to submit to the State Aid Engineer satisfactory test reports of the materials incorporated in the work.

B. The Board agrees not to sublet any part of the work to be performed under this Agreement, except as set out herein on page 4-A.

ARTICLE V: The supervision of all phases of the construction will be the responsibility of the Board, acting through the County Engineer and subject to inspection and approval of the State Aid Engineer or his representatives in the manner as if the construction of the project had been awarded to an individual contractor.

The Board's representatives on the work shall at all times afford to the representatives of the State Aid Engineer free access to all portions of the work in accordance with the plans and specifications.

The Board further agrees that it will, when authorized by the State Aid Engineer, proceed immediately with the construction of the work.

ARTICLE VI: The Board shall receive progress payments in amount of 97.5 per cent of the value of the work performed.

Progress estimates for the work shall be made and certified by the County Engineer, approved by the State Aid Engineer and submitted by him to the Board for attachment to the requisitions which the Board will submit to the State Auditor.

Payments shall be made to the Board on the basis of the quantities of items of work performed at the unit prices set forth in the following schedule hereto and captioned "ESTIMATED QUANTITIES OF WORK AND AGREED UNIT COSTS" (See page 4) 2.5 per cent of the value of the work performed and materials furnished will be retained until final quantities are approved by the State Aid Engineer.

“ESTIMATE QUANTITIES OF WORK AND AGREED UNIT COSTS”

The Board proposes to sublet to contract the following items which are considered and approved as “specialty items”. (See exceptions as noted on Pages 1 and 2).

ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT
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The Board hereby agrees to sublet these items by competitive bidding in accordance with governing State statutes, with the advertisement for said stipulating that the work is to be accomplished as indicated on the plans and in accordance with the standard specifications for State Aid Road and Bridge construction.

It is further agreed and understood that the Board will be reimbursed for these items in accordance with the bid prices as received and awarded by the Board, but in no case shall the Board be reimbursed at unit prices which exceed the agreed unit prices set forth herein on page 4.

ARTICLE VII: That after final completion of the work and acceptance by the State Aid Engineer, the Board will be paid on the basis of the final quantities at the unit prices specified above.

ARTICLE VIII: That the Board agrees to complete the work within \_\_\_\_\_working days.

That the Board of supervisors shall request by an order that the State Aid Engineer transfer funds from the County's State Aid funds to the Project Fund and earmarked for the specific project herein named, in the amount of \$\_\_\_\_\_, which sum is the amount estimated to be necessary to construct the project herein agreed to.

If the final cost of the project, based on the final quantities, is less than the estimated cost set up in this agreement, the State Aid Engineer will request the State Auditor to transfer the unexpended portion of said funds as being earmarked for this specific project back to the County's State Aid fund for future projects.

If the final cost of the project exceeds the estimated cost as set up in this Agreement, the Board of Supervisors agrees to request the State Aid Engineer by an order, to transfer additional funds which may have accrued to the credit of the county in the State Aid fund and earmark same for this specific project in an amount required to complete the project. No additional State Aid funds will be allocated unless construction changes have been submitted by the County Engineer at the time and in the manner required by the Standard Specifications of the Office of State Aid Road Construction.

ARTICLE IX: (a) It is further agreed that the Board herewith authorizes the testing of all materials that are to be used on the project, as required by the specifications and agrees to authorize the payment for such testing from the project fund.

(b) If the testing is done by the laboratories of the Mississippi Department of Transportation, the cost of such testing shall be charged at the prices set out in their latest schedule of costs.

(c) It is further agreed that where personnel of the Mississippi Department of Transportation laboratories are used to take material and/or roadway samples, the expenses of said personnel in obtaining said samples shall be charged to the project and will be authorized for payment by the Board, from the project fund.

ARTICLE X: It is further agreed that after the completion of the project and its acceptance by the State Aid Engineer, the Board will maintain the project in a manner satisfactory to the State Aid Engineer.

ARTICLE XI: It is further agreed that the Board shall assume all responsibility for and save the Office of State Aid and the State Aid Engineer harmless from any suits, action or claims of any character brought for or on account of any injuries or damages received or sustained by any person, persons or property, growing out of any action or omission to act in the conduct of this work.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures The Board of Supervisors on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the State Aid Engineer on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BOARD OF SUPERVISORS OF

\_\_\_\_\_ COUNTY

\_\_\_\_\_ President

\_\_\_\_\_ Member

\_\_\_\_\_ Member

\_\_\_\_\_ Member

\_\_\_\_\_ Member

\_\_\_\_\_  
State Aid Engineer

STATE OF MISSISSIPPI

COUNTY OF

I, \_\_\_\_\_, Chancery Clerk of \_\_\_\_\_  
County, Mississippi, do hereby certify that the above is a true and correct copy of an order  
passed by the Board of Supervisors of \_\_\_\_\_ County  
under date of \_\_\_\_\_, 20\_\_\_\_,  
as shown in Minute Book No. \_\_\_\_\_, Page No. \_\_\_\_\_.

Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Chancery Clerk