

AMENDMENT 01

SERVICE AGREEMENT

BETWEEN

ROGERS DUNN, LLC, DBA DUNN MANAGEMENT

AND

THE VETERANS' HOME PURCHASE BOARD AN AGENCY OF THE STATE OF MISSISSIPPI

In addition to the terms and conditions set forth in the original Contract between the Veterans' Home Purchase Board and Rogers Dunn, LLC (d/b/a Dunn Management), effective September 1, 2016 through August 31, 2018, the following Amendment is made part of the original agreement:

Effective July 1, 2018, both parties agree to enact the option to renew the Contract for an additional twelve (12) month period. The election of the optional renewal shall extend the end date of this agreement to August 31, 2019.

Effective July 1, 2018, both parties agree that, while the rate of compensation shall remain as stated in the original Contract, the limit of the total allowable compensation shall be increased permitting the Contractor to be compensated an amount up to, but no more than, One Hundred Eighty-Nine Thousand Nine Hundred Dollars (\$189,900.00).

Effective July 1, 2018, in accordance with the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations (eff. May 2, 2018), both parties agree that the following clauses will be amended/added to the contract:

- **Delete Paragraph 5. in its entirety and replace with the following:**

5. ACKNOWLEDGMENTS and ACCEPTANCE OF TERMS

The parties hereby acknowledge and accept the terms of this agreement as evidenced by the signatures of legally empowered officers set forth.

The Contractor acknowledges the opportunity to inspect (CLIENT)'s facility and finds no issues to be resolved prior to execution of this contract.

By signing this contract it is understood by both parties that the following attachments are a part of this agreement and will adhere to all conditions of this document:

Original Contract - Dated July 22, 2016

Attachment A - General Terms and Conditions - Dated June 3, 2016

Attachment B - Proposed Scope of Work - Dated June 3, 2016

- **Delete Paragraph 6. in its entirety and replace with the following:**

8. PERIOD OF PERFORMANCE

Subject to other contract provisions, the period of performance under this contract will be from **September 1, 2016** and shall automatically terminate on **August 31, 2019**.

The agreement may be renewed beyond the three (3) year term, at the discretion of the Client, upon written notice to the Contractor at least sixty (60) days prior to the anniversary date for a period of one year under the same terms and conditions as listed in this agreement. The total number of renewal years permitted shall not exceed two (2).

- **Delete Paragraph 12. In its entirety and replace with the following:**

12. ENTIRE AGREEMENT

This contract, including the Amendment 01, the Original Contract, Attachment A, Attachment B represents all the terms and conditions agreed upon by the parties. No other understandings or representations oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

- **Delete Paragraph 4.d. of Attachment A in its entirety and replace with the following:**

4.d. The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

- **Delete Paragraph 4.a. of Attachment A in its entirety and replace with the following:**

4.a. The contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

- **Delete Paragraph 9. of Attachment A in its entirety and replace with the following:**

9. Order to Stop Work:

- A. The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, 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, Contractor shall forthwith comply with its terms and take all reasonable 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 Chief Procurement Officer shall either:
- i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- B. Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
- i. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be

received and acted upon at any time prior to final payment under this contract.

- C. Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

- **Delete Paragraph 15. of Attachment A in its entirety and replace with the following:**

15. E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following: PPRB OPSCR Rules and Regulations Page 141 Effective Date 5/6/2018

- a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- c. both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

- **Delete Paragraph 25 of Attachment A in its entirety and replace with the following:**

25. APPROVAL CLAUSE

It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

- **Delete first paragraph titled "Interior and Exterior Building Maintenance Repair" under section 1 of Attachment B in its entirety and replace with the following:**

Minor repairs will be completed on all walls, floors, ceilings, equipment and fixtures including toilets, sinks, water fountains, switches, light fixtures, furniture, wall systems, chairs, desks, tables, shelving, storage cabinets and other building fitments as required to maintain, as closely as possible, a like new condition or appearance. If the repair is covered by a warranty or is beyond the expertise of Dunn Management staff (not "minor") we will identify and

supervise the appropriate trade expert to conduct the repair. (This service will not include repair of telecommunication equipment, computers, printers, copiers, phones or similar equipment.) Repair must be procured by VHPB, not vendor.

- **Delete second paragraph of section 6. Monitoring and Maintenance Operations Budget of Attachment B in its entirety and replace with the following:**

Dunn Management will maintain a detailed operation and maintenance budget. We will report quarterly on the status of the budget and recommend cost saving strategies. We will provide cost projections for future budgeting and provide cost saving plans for savings required for changes in funding.

- **Delete second paragraph section 7. General Services of Attachment B in its entirety:**
~~Dunn Management is available to assist the Client with all planned and unplanned maintenance work. Due to our unique staff, including architects, engineers, maintenance specialists as well as a broad range of qualified subcontractors, Dunn Management can assist in most building system emergencies as well as planned maintenance upgrades or improvements. In the case of emergencies we will always act in the best interest of the Client. We understand that emergency costs incurred by Dunn Management to negate additional damage will be reimbursed or paid by the Client. As a matter of policy however no work will be undertaken without prior approval unless circumstances make this impossible.~~

- **Delete third paragraph section 7. General Services of Attachment B in its entirety and replace with the following:**

The Client will designate key staff members to serve as a point of contact for Dunn Management. These individuals shall have the authority to authorize emergency repair work. Dunn Management will seek and receive authorization and approval for any prior to implementation of any emergency or non-emergency repairs.

All other terms and conditions of the original agreement not in conflict with this modification shall remain in full force and effect.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

Rogers Dunn, LLC, dba Dunn Management
Anne Marie Decker, AIA

Veterans' Home Purchase Board

Lonnie Carlton, Executive Director



Signature



Signature

07-12-18

Title: **Managing Partner**

Date

7/16/2018

Title: **Executive Director**

Date