

**IN THE SUPREME COURT OF MISSISSIPPI
COURT OF APPEALS OF THE STATE OF MISSISSIPPI**

HEMPHILL CONSTRUCTION COMPANY, INC.

APPELLANT

VS.

CASE NO.: 2017-CA-00008

CITY OF CLARKSDALE, MISSISSIPPI

APPELLEE

APPEAL FROM THE CIRCUIT COURT OF COAHOMA COUNTY, MISSISSIPPI

**BRIEF OF APPELLANT
HEMPHILL CONSTRUCTION
COMPANY, INC.**

ORAL ARGUMENT NOT REQUESTED

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CERTIFICATE OF INTERESTED PERSONS

The undersigned counsel of record certifies that the following listed persons have an interest in the outcome of this case. These representations are made in order that the justices of the Supreme Court and/or the judges of the Court of Appeals may evaluate possible disqualifications or recusal.

1. Hemphill Construction Company, Inc., Appellant
2. Biggs, Ingram & Solop, PLLC, Attorneys for Hemphill Construction Company, Inc.
3. Curtis D. Boschert, Attorney for the City of Clarksdale, Mississippi
4. Cathy Clark, Clerk for the City of Clarksdale, Mississippi
5. Bill Luckett, former Mayor of the City of Clarksdale, Mississippi
6. Chuck Espy, Jr., Mayor of the City of Clarksdale, Mississippi
7. Bill Coker, grant consultant for the City of Clarksdale, Mississippi
8. Board of Mayor and Commissioners of the City of Clarksdale, Mississippi
9. Landmark Construction Company, GCI

This the 30th day of August, 2017.

/s/ Christopher Solop
Christopher Solop, MSB No. 7687
Attorney of Record for Appellant,
Hemphill Construction Company, Inc.

TABLE OF CONTENTS

	<u>Page</u>
CERTIFICATE OF INTERESTED PERSONS	i
TABLE OF CONTENTS.....	ii
TABLE OF AUTHORITIES	iii
STATEMENT REGARDING ORAL ARGUMENT.....	v
BRIEF OF APPELLANT	1
I. STATEMENT OF THE ISSUES	1
II. STATEMENT OF ASSIGNMENT	2
III. STATEMENT OF THE CASE.....	2
A. Nature of the Case	2
B. Disposition by the Circuit Court	6
IV. SUMMARY OF THE ARGUMENT	6
V. ARGUMENT	7
A. Standard of Review	7
B. Clarksdale Violated Mississippi Procurement Law by Securing Additional Funds to Increase the Allocated Amount for the Project	7
C. Clarksdale’s Actions Were Arbitrary and Capricious.....	11
VI. CONCLUSION.....	13
CERTIFICATE OF SERVICE	14

TABLE OF AUTHORITIES

Cases	Page
<i>A&F Props., LLC v. Madison County Bd. of Supervisors</i> 933 So. 2d 296 (Miss. 2006)	7
<i>Harper v. Banks, Finely, White, & Co. of Miss., P.C.</i> 167 So.3d 1155 (Miss. 2015)	10
<i>Hemphill Const. Co., Inc. v. City of Laurel</i> 760 So.2d 270 (Miss. 2000)	7
<i>Pratt v. Gulfport-Biloxi Regional Airport Authority</i> 97 So. 3d 68 (Miss. 2012)	11
<i>Southwest Drug Co. v. Howard Bros. Pharmacy of Jackson, Inc.</i> 320 So. 2d 776 (Miss. 1975)	10
<i>Watkins v. Mississippi Bd. of Bar Admissions</i> 659 So. 2d 561 (Miss. 1995)	12
<i>Weiner v. Meredith</i> 943 So. 2d 692 (Miss. 2006)	7
 Statutes	
<i>Miss. Code Ann. § 21-17-5</i>	9
<i>Miss. Code Ann. §31-7-13</i>	passim
 Other Authorities	
<i>McKissack</i> , Miss. A.G. Opinion No. 2002-0119 2002 WL 31956922 (Dec. 13, 2002)	9
<i>Lowrey</i> , Miss. AG Opinion No. 98-0764, (Dec. 23, 1998).....	10, 11
<i>Mitchell</i> , A.G. Opinion No. 2013-00270 2013 WL 5303902 (Aug. 8, 2013)	9
<i>Watkins</i> , Miss. A.G. Opinion No. 2012-00195 2012 WL 1964223 (Apr. 20, 2012)	8, 10

Regulations

24 C.F.R. § 135.1	3
24 C.F.R. § 135.38	3
24 C.F.R. § 135.5	3, 5, 12

STATEMENT REGARDING ORAL ARGUMENT

Appellant Hemphill Construction Company, Inc. respectfully submits that the facts and legal arguments are adequately presented in its brief and the record below. Accordingly, the Court's decisional process would not be significantly aided by oral argument.

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BRIEF OF APPELLANT

Appellant Hemphill Construction Company, Inc. (“Hemphill”) files this brief in support of its appeal challenging the Order of the Circuit Court of Coahoma County affirming the July 13, 2015 decision by Appellee City of Clarksdale (“Clarksdale”), acting by and through the Clarksdale Board of Mayor and Commissioners, to award the 2014 CDBG Wastewater Improvements Contract #1: Equipment and Controls CDBG Project No. 1131-14-145-PF-01 (“the Project”) to Landmark Construction Company, GCI (“Landmark”), a company that is *not* a certified Section 3 business concern. For the reasons set forth below, Clarksdale’s decision was arbitrary, capricious, an abuse of discretion and in violation of the procurement laws of the State of Mississippi. Accordingly, this Court should reverse the decision of the circuit court and declare Clarksdale’s decision to award the contract to Landmark unlawful and remanded this matter to the circuit court for a trial on damages suffered by Hemphill.

I. STATEMENT OF ISSUES

Appellant Hemphill frames as the sole issue in this appeal for the Court to determine as follows:

Whether the circuit court erred in not finding that Clarksdale violated *Miss. Code Ann.* §31-7-13 when the bids submitted by Landmark and Hemphill in response to its Advertisement for Bids exceeded the allocated/budgeted funds by more than ten percent (10%) and rather than rejecting these bids and re-advertising, Clarksdale elected to secure additional funding and awarded the contract to

Landmark.

II. STATEMENT OF ASSIGNMENT

Hemphill respectfully submits that the Mississippi Supreme Court should consider retaining jurisdiction of this matter pursuant to Rule 16(d)(1) of the Rules of Appellate Procedure. This matter involves the interpretation of *Miss. Code Ann.* § 31-7-13(d)(iv) and whether a governing authority can change the “amount of funds allocated for a public construction or renovation project” rather than reject all bids, increase the “amount of funds allocated” and re-advertise where the apparent low bidder’s price exceeds ten percent (10%) of the allocated funds. This is the only logical conclusion to reach. Nonetheless, the circuit court incorrectly found that the “amount of funds allocated” had no significance in the procurement process and determined that it could be increased after bids were opened to meet the price offered by the apparent low bidder.

III. STATEMENT OF THE CASE

A. Nature of the Case

In February 2015, Clarksdale issued an Advertisement for Bids for the 2014 CDBG Wastewater Improvements – Contract #1 (Equipment and Controls), the City solicited sealed bids for the Project. [ROA.103 - 361] A Pre-Bid Conference was held at 10:30 a.m. on Wednesday, May 13, 2015, at the Clarksdale Wastewater Treatment Plant. The bids were required to be delivered before 1:30 p.m. on Wednesday, May 27, 2015. [ROA.106] As acknowledged in the Community Development Block Grant (“CDBG”) General Conditions, the Project “will be financed with assistance from the Department of Housing and Urban Development and is subject to all applicable Federal laws and regulations.” [ROA.137 - 58] As part of the “applicable Federal laws and regulations” required by Appellee’s acceptance of

funding from the Department of Housing and Urban Development, Appellee was required “to the maximum extent feasible” to award the Project to a certified Section 3 business concern to meet its obligation under the Federal regulation.¹ [ROA.331 - 61] See 24 C.F.R. § 135.38.

“Section 3 business concern” means a business concern: (1) That is 51 percent or more owned by section 3 residents; or (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2). 24 C.F.R. § 135.5.

To satisfy its obligation, Clarksdale included a “Section 3 Business Concern Certification Form” with the bid packet that each bidder was required to submit with its bid. [ROA.361] The “Section 3 Business Concern Certification” provides, “[t]his form *must* be completed by all contractors to certify whether they qualify for preference as a Section 3 Business Concern.” Emphasis added.

As of May 27, 2015, Clarksdale had received several bids, including the apparent low bid of \$924,527.00 by Landmark for Contract #1. [ROA.362 - 75] Hemphill’s bid was in the amount of \$953,800.00. [ROA.376 - 491] This is a percentage difference of just 3.12 percent (3.12 %). [ROA.492] Importantly, Hemphill was the only bidder that submitted a completed

¹ Section 3 is a provision of the Housing and Urban Development (“HUD”) Act of 1968 that encourages local economic development, neighborhood economic improvement, and individual self-sufficiency. Section 3 requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low-income residents in connection with projects and activities in their neighborhoods. See 24 C.F.R. § 135.1. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD financial assistance will be directed to business concerns which provide economic opportunities to low persons.

“Section 3 Business Concern Certification”. Further, Hemphill was the only bidder that met the Section 3 business concern criteria. With the application of the Section 3 preference, as required by the Advertisement for Bids and the Section 3 regulations, Hemphill would have been the apparent low bidder [ROA.556 - 57]

At a Board of Mayor and Commissioners’ meeting on June 8, 2015, Bill Coker, President of Coker Consultants and Clarksdale’s grant consultant, informed Clarksdale that Landmark was the apparent low bidder, but also that all bids for the Project were more than ten percent (10%) above the allocated funds. [ROA.493 - 97] Mr. Coker recommended that the City *conditionally* award the Project to Landmark, contingent upon (1) the City’s procurement of additional CDBG and CPU funding to meet Landmark’s bid, and (2) the City Attorney’s review and approval of a Contract. All of the Commissioners agreed. *Id.* Hemphill had no reason to believe at this time that Clarksdale would follow through with the illegal addition of funds or approve a contract award based on the illegal addition of funding.

On June 19, 2015, Hemphill wrote to Clarksdale protesting the award to Landmark because Landmark is not a Section 3 certified business concern. [ROA.498 - 500] Hemphill informed Clarksdale that the Federal regulations for Section 3 Projects provide guidance on how to provide preference to Section 3 business concerns. Hemphill also advised Clarksdale that although its bid was the higher of the two bids submitted, it was the lowest and best bid for this particular CDBG Project based on the terms stated in Clarksdale’s Advertisement for Bids. [ROA.556 - 57] Clarksdale responded to Hemphill on July 9, 2015, simply stating that the “City of Clarksdale disagrees with the conclusions contained in the Letter.” [ROA.502]

At the Board meeting on July 13, 2015, Mr. Coker informed Clarksdale that the money needed to meet the bid of Landmark had been secured and the allocated funds for the contract

had been adjusted. [ROA.503 - 11] Despite the protestation of Hemphill set forth in its June 19 letter that it was the only bidder that was a certified Section 3 business concern and qualified for preference under 24 C.F.R. § 135.5, Clarksdale made award to Landmark, authorized the Mayor to execute the Notice of Award to Landmark, and authorized the Mayor, City Clerk and City Attorney to execute the Contract between Clarksdale and Landmark, and it was so ordered upon receiving the affirmative vote of all of the Commissioners. *Id.*

The original budget for Contract #1 and Contract #2 was a total of \$819,225.00.² Clarksdale secured additional funding because the low bids submitted for Contract #1 and Contract #2 exceeded the allocated funds by \$216,182.00. This is more than ten percent (10%) outside of the allocated funds which precluded Clarksdale from negotiating with Landmark to bring its bid within Clarksdale's allocated amount under *Miss. Code Ann.* § 31-7-13(d)(iv) and therefore required Clarksdale to reject all bids, revise the allocated amount and re-advertise the requirement. Rather than follow this course of action, Clarksdale made award in violation of the stated terms in the Advertisement for Bids and *Miss. Code Ann.* § 31-7-13 (Supp. 2016).

Succinctly stated, by procuring additional funds, Clarksdale increased its allocated funds to equal to the amount required to cover Landmark's apparently bid. However, if the Section 3 preference had been applied, Hemphill's bid was less than five percent (5%) more than Landmark's (3.12 %), Hemphill was therefore the only rightful awardee under the Section 3 program, 24 C.F.R. Part 135, which was an integral term of the Advertisement for Bids.

[ROA.556 -57] Stated differently, if the Section 3 preference had been applied, Hemphill's bid would have been determined to be lower than Landmark's bid. As a result of Clarksdale's

² The CDBG Wastewater Treatment Improvements Project (CDBG No. 1131-14-145-PF-01) was broken into two separate Contracts: Contract #1: Equipment and Controls and Contract #2: Solid Removal. **This appeal only concerns Contract #1, Equipment and Controls.** Appellant Hemphill did not bid on Contract #2.

actions, Landmark was afforded a competitive advantage over Hemphill and unlawfully awarded Contract #1.

B. Disposition by the Circuit Court

On November 28, 2016, after considering the briefs of the parties and oral arguments, the circuit court affirmed Clarksdale's decision to award the contract to Landmark. The circuit court refused to apply the Section 3 preference since both bids exceed the original budget. [ROA.564-571] The circuit court also found there was no clear statutory authority that prohibited Clarksdale from adjusting the allocated funds after bids were opened to permit Clarksdale to award the contract to the apparent low bidder. Hemphill timely filed the instant appeal on December 28, 2016. [ROA.572-583]

IV. SUMMARY OF ARGUMENT

The bids received from Landmark and Hemphill for Contract #1 exceeded the allocated funds Project by more than ten percent (10%). However, rather than rejecting all of the bids, secure additional funding and re-advertising, Clarksdale secured additional funding in order to increase the allocated amount to equal to the apparent low bid of Landmark in direct violation of *Miss. Code Ann.* § 31-7-13 (Supp. 2016) and awarded Contract #1 to Landmark. This statutory authority limits the action a public agency may take when awarding a bid. *Miss. Code Ann.* §31-7-13(d)(vi) (Supp. 2016) requires that unless the apparent low bidder is within ten percent (10%) of the allocated funds or budget for the Project, the public agency must reject all bids and re-advertise the requirement. It does not permit Clarksdale to secure additional funds sufficient to match the price offered by the apparent low bidder and award the contract. The statute only permits a public agency to negotiate with the apparent low bidder if its bid is within ten percent (10%) of the allocated amount for the project. Here, both bids admittedly exceeded the allocated

amount by more than ten percent (10%). Therefore, both bids should have been rejected, the requirement re-advertised and the Section 3 preference applied on the subsequent procurement. Accordingly, the circuit court erred in affirming the award to Landmark.

V. ARGUMENT

A. Standard of Review

The Court's standard of review in an appeal concerning Mississippi's public bidding statute is set forth in *Hemphill Const. Co., Inc. v. City of Laurel*, 760 So.2d 270 (Miss. 2000)(*en banc*). In that decision, this Court stated:

Our analysis begins with a determination of the scope of review. Municipalities have only such powers as are expressly granted or necessarily implied by statutes. Such powers are to be construed most strongly against the asserted right, if the right is not clearly given. [Citations omitted]

The public bid laws do not expressly provide for the action taken by the City in this case, and the question becomes whether such action is necessarily implied. Only if the City's action was necessarily implied by statute is the City's action entitled to deference.

760 So. 2d at 723.

Questions of law and statutory interpretation are reviewed *de novo* by the Court. *A&F Props., LLC v. Madison County Bd. of Supervisors*, 933 So. 2d 296, 300 (Miss. 2006); *Weiner v. Meredith*, 943 So. 2d 692, 694 (Miss. 2006). In this instance, Hemphill respectfully submits the circuit court misapplied Mississippi's public procurement statute, *Miss. Code Ann.* § 31-7-13(d)(iv) (Supp. 2016) by not rejecting the bids of Landmark and Hemphill where both exceed the allocated funds for the Project by more than ten percent (10%).

B. Clarksdale Violated Mississippi Procurement Law by Securing Additional Funds to Increase the Allocated Amount for the Project.

The circuit court incorrectly focused upon making this case about Clarksdale's right to manage its budget to facilitate the award of the contract wrongfully awarded to Landmark.

[ROA.568 - 70] Clarksdale and the circuit court are incorrect. This case is about whether Clarksdale violated Mississippi public procurement law, *Miss. Code Ann.* § 31-7-13 (Rev. 2015), by not rejecting all of the bids and re-advertising the requirement where all of the bids exceeded the allocated funds by more than ten percent (10%).

The statutory intent of *Miss. Code Ann.* § 31-7-13(d)(iv) is clear and only permits negotiation with an apparent low bidder where the bid only exceeds the allocated funds by less than ten percent (10%).

If the lowest and best bid is not more than ten percent (10%) above the amount of funds allocated for a public construction or renovation project, then the agency or governing authority shall be permitted to negotiate with the lowest bidder in order to enter into a contract for an amount not to exceed the funds allocated.

Where the apparent low bidder exceeds the allocated amount by more than ten percent (10%) there is no other option available to the governing authority but to reject the bids. If the legislature intended a different result it would have drafted the statutory language to permit the governing authority to secure additional funding to award the contract to the apparent low bidder. There would therefore be no need to the ten percent (10%) limitation.

As noted by the Miss. A.G., the term “allocated” in *Miss. Code Ann.* § 31-7-13(d)(iv) “is in the past tense and presumes that the allocation has already been completed.” *Watkins*, Miss. A.G. Opinion No. 2012-00195, 2012 WL 1964223 (Apr. 20, 2012). The reference to lowest and best bid in *Miss. Code Ann.* § 31-7-13(d)(iv) is the present tense of “is”. Consequently, *Miss. Code Ann.* § 31-7-13(d)(iv) is most reasonably interpreted to mean that “funds allocated” to the construction project must be determined prior to the receipt of bids. This is the conclusion of the Miss. A.G. in *Watkins*:

The determination as to the amount of funds allocated, as contemplated in Section 31-7-13(d)(iv), is a factual determination....Such determination should be made prior to the solicitation of bids to ensure that the public entity as sufficient funds

available to it to procure the proposed construction contract.

Clarksdale contends that it has unfettered discretion to control its affairs and finances and to administer funds in a manner consistent with its objectives. However, the “home rule” statute found *Miss. Code Ann.* § 21-17-5(1) (Supp. 2014) requires that a municipality such as Clarksdale is only permitted to exercise such power if it is “not inconsistent with...any other statute or law of the State of Mississippi”.

In this regard, the Miss. A.G. has specifically determined that the “home rule authority” of *Miss. Code Ann.* § 21-17-5 does not authorize a municipality to act in a manner inconsistent with Mississippi’s public bidding statute, *Miss. Code Ann.* § 31-7-13, when making public purchases. In *McKissack*, Miss. A.G. Opinion No. 2002-0119, 2002 WL 31956922 (Dec. 13, 2002), counsel requested the Miss. A.G. to opine on a proposed ordinance which prohibited city employees or agents from participating in any of the city’s public bids. In response, Miss. A.G. recognized that city’s broad powers under the “home rule” statute provided it was “not inconsistent with state law or the Mississippi Constitution.” The Miss. A.G. then found that a municipality may not adopt an ordinance in an area pre-empted by state law. Specifically, with regard to public purchases, the Miss. A.G. opined:

...Section 31-7-13 (Supp. 2002) sets forth requirements for advertising and soliciting bids for governing authorities of municipalities of certain types of contracts, including ...public construction.... An ordinance which prohibits potential contracts from the bidding process would be inconsistent with Section 31-7-13 (Supp. 2002), which sets forth specific requirements for advertising and soliciting bids and requires governing authorities to accept the lowest and best bid.... Therefore, we do not find authority for the governing authorities of the City of Pass Christian to adopt the above proposed ordinance.

See also, Mitchell, Miss. A.G. Opinion No. 2013-00270, 2013 WL 5303902 (Aug. 8, 2013)(“home rule” statute did not allow municipality to purchase equipment except in compliance with *Miss. Code Ann.* § 31-7-13).

The Mississippi public bidding statute, *Miss. Code Ann.* § 31-7-13, is clearly an “other statute or law” that controls any decision or action by Clarksdale with respect to the public bidding process. By awarding the contract to Landmark for more than ten percent (10%) of the original allocated funds, Clarksdale violated *Miss. Code Ann.* § 31-7-13(d)(ii) and the award to Landmark should have been reversed with all bids being rejected and the requirement being re-advertised. Instead, Clarksdale secured additional funding so that it could award the contract to Landmark.

Where as here, a statutes enumerates certain powers (i.e., post bid negotiation), “it must be held that it names all the powers dealt with therein, and that there is nothing implied.” *Southwest Drug Co. v. Howard Bros. Pharmacy of Jackson, Inc.*, 320 So. 2d 776, 779 (Miss. 1975). Thus “where a statute enumerates and specifies the subject or things upon which it is to operate, it is construed as excluding from its effect all those not expressly mentioned...” *Id.*, accord *Harper v. Banks, Finely, White, & Co. of Miss., P.C.*, 167 So.3d 1155, 1162 (¶15) (Miss. 2015) (holding that because a statute specified ways through which workers’ compensation requirements can be waived, “the Legislature has foreclosed all other forms of waivers”). Consequently, because the Legislature provided in *Miss. Code Ann.* § 31-7-13(d)(iv) the particular circumstances and limitations under which post-bid negotiation is permitted, the Legislature foreclosed all other negotiation.

Although the statute is silent on the procedure to employ when all of the bids exceed the allocated funds by more than ten percent (10%), the Miss. A.G. has addressed the propriety of securing additional funds to bring a project into budget on at least two occasions. *See* Miss. A.G. Op No. 2012-00195, *Watkins* (Apr. 20, 2012); Miss. A.G. Op. No. 98-0764, *Lowrey* (Dec. 23, 1998). Where the lowest and best bid received is more than ten percent (10%) above the amount

of funds allocated, *Miss. Code Ann.* § 31-7-13(d)(ii) does not allow a public entity to add allocations in order to “trigger its authority to negotiate” in order to enter into a contract. *Lowrey*, December 23, 1998, A.G. Op. #98-0764. Thus, it is clear that subsequent increases in funding for public projects after bids are open are prohibited. As a result of Clarksdale’s actions, Landmark was afforded a competitive advantage over Hemphill. Clarksdale therefore acted in direct violation of Mississippi’s procurement law when it secured additional funds to bring the Project into budget. For this reason, Clarksdale’s decision to award the contract to Landmark was unlawful. The circuit court should have therefore reversed Clarksdale’s decision and directed it to adjust its allocated funds and re-advertise its requirement rather than affirm the award to Landmark.

Further, the relevant Miss. A.G. opinions cited to the circuit court should not have been dismissed as non-binding but instructive to the resolution of Hemphill’s complaint. This Court has held that the opinions of the attorney general, although not binding, are considered persuasive authority. *Pratt v. Gulfport-Biloxi Regional Airport Authority*, 97 So. 3d 68, 75 fn. 4 (Miss. 2012). The circuit court’s decision to ignore the guidance offered by the Miss. A.G. is simply not supported by the language of *Miss. Code Ann.* § 31-7-13(d)(iv). These decisions provide a roadmap to the interpretation and application of this statute. The circuit court should have followed this roadmap and reversed the decision by Clarksdale to award the contract to Landmark.

C. Clarksdale’s Actions Were Arbitrary and Capricious.

The Mississippi Supreme Court has defined what constitutes arbitrary and capricious decision-making by a public body:

'Arbitrary' means fixed or done capriciously or at pleasure. An act is arbitrary when it is done without adequately determining principle; not done according to

reason or judgment, but depending upon the will alone, -- absolute in power, tyrannical, despotic, non-rational, -- implying either a lack of understanding of or a disregard for the fundamental nature of things.

'Capricious' means freakish, fickle, or arbitrary. An act is capricious when it is done without reason, in a whimsical manner, implying either a lack of understanding of or a disregard for the surrounding facts and settled controlling principles.

Watkins v. Mississippi Bd. of Bar Admissions, 659 So. 2d 561, 568 (Miss. 1995).

The decision of Clarksdale to award the contract to Landmark was the very definition of “arbitrary” and “capricious”. Clarksdale’s decision was made in a whimsical manner, without supporting evidence, in a manner that shows a disregard for maintaining the integrity of public bidding. Clarksdale, with clear notice from Hemphill’s June 19 letter that it was the only bidder that was a certified Section 3 business concern and qualified for preference under 24 C.F.R. § 135.5, voted to award the contract to Landmark and authorize the Mayor to execute the contract. Clarksdale’s conduct demonstrates that it proceeded without regard to the best interests of not only the city but also the interests of other bidders and the Section 3 requirements set forth in the Advertisement for Bids.

Clarksdale arbitrarily decided to secure only sufficient funds to increase the allocated amount for the Project to award the contract to Landmark rather than rejecting both bids and re-advertising the requirement after securing additional funds. This action frustrated the purpose and intent of the Section 3 preference and violated *Miss. Code Ann.* § 31-7-13(d)(iv) because both the bids of Landmark and Hemphill exceed the allocated funds by more than ten percent (10%). Clarksdale made its decision without considering the need to maintain public bid integrity of the procurement process. Even after having been presented with authority prohibiting the award to Landmark, Clarksdale elected to make the award to Landmark. Clarksdale abused its discretion in doing so and the circuit court erred in affirming the award.

VI. CONCLUSION

The decision of Clarksdale to secure additional funding in order to change the allocated amount for the Project after bids were opened violates Mississippi procurement law and must not be permitted to stand. If additional funds were secured, such funding should have been sufficient to apply the Section 3 preference and award the Contract to Hemphill. Instead, Clarksdale arbitrarily and in violation of Mississippi procurement law only secured sufficient funds to adjust the allocated amount to be equal to the apparent low bid of Landmark. Under the circumstances, Clarksdale was required to reject all bids and re-advertise the requirement with a revised allocated amount for the contract. Hemphill is therefore entitled to a trial on the issue of damages because the contract between Clarksdale and Landmark either has been completed or is substantially complete.

THIS the 30th day of August, 2017.

Respectfully submitted,

HEMPHILL CONSTRUCTION COMPANY, INC.

BY: /s/ Christopher Solop
Christopher Solop, MSB No. 7687
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CERTIFICATE OF SERVICE

I, Christopher Solop, one of the attorneys for Hemphill Construction Company, Inc., do hereby certify that I have this day electronically filed the foregoing document with the Clerk of the Court using the appellate e-filing system, which sent notification of such filing to the following:

Curtis D. Boschert
Email: cdboschert@yahoo.com
Attorney for City of Clarksdale, Mississippi

and I hereby certify that I have mailed by United States Postal Service the document to the following non-ECF participants:

Cathy Clark
Clerk of the City of Clarksdale, Mississippi
121 Sunflower Avenue
Clarksdale, Mississippi 38614

Mayor Chuck Espy, Jr.
Mayor of the City of Clarksdale, Mississippi
121 Sunflower Avenue
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Honorable Linda F. Coleman
Coahoma County Circuit Court Judge
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This the 30th day of August, 2017.

/s/ Christopher Solop
Christopher Solop