

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, DECEMBER 6, 2011 - 7:00 P.M.
MUNICIPAL COURTROOM – 305 MONROE STREET**

WELCOME AND CALL TO ORDER Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderman Brabham followed by the pledge of allegiance to the flag led by Alderman Hisaw.

ROLL CALL City Clerk, Russell Wall

Present: Jehu Brabham – Alderman-at-Large
 Tony Hisaw – Alderman Ward 1
 Tony Greer – Alderman Ward 2
 William O Barnett – Alderman Ward 3
 Kathy Peace – Alderwoman Ward 4
 Mike Morgan – Alderman Ward 5
 Mike Cashion – Alderman Ward 6

APPROVAL OF CONSENT AGENDA ITEMS A - X

MOTION made by Alderwoman Peace and **SECONDED** by Alderman Brabham to approve the Consent Agenda Items A-X. **MOTION CARRIED UNANIMOUSLY**

PUBLIC HEARING – AMEND THE ZONING ORDINANCES TO ADDRESS CHILD AND ADULT CARE FACILITIES AND CHANGES TO I-1 AND I-2

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham the board approved amending the zoning ordinances to address child and adult care facilities and changes concerning fences to I-1 and I-2. A Public Hearing was held concerning these changes. No one from the public made any comments. **MOTION CARRIED UNANIMOUSLY**

CONSTRUCTION – 801 HWY 80 EAST – CVS PHARMACY

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Morgan the board approved the request by CVS Pharmacy to build a retail store to be located at 801 Hwy 80 East in the City of Clinton, Mississippi. The Architectural Review Committee and the Planning and Zoning Commission recommended approval. Alderman Greer left the meeting at 7:06 pm and returned to the meeting at 7:09 pm. Alderman Greer did not participate in the discussion of this matter nor did he vote on this item. **MOTION CARRIED UNANIMOUSLY**

CONSTRUCTION – 222 HWY 80 EAST – C-SPIRE WIRELESS

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Barnett the board approved the request by C-Spire Wireless to build a retail store to be located at 222 Hwy 80 East in the City of Clinton, Mississippi. The Architectural Review Committee and the Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

CONDITIONAL USE – 1102 CLINTON INDUSTRIAL PARK ROAD – MICHAEL USRY

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Hisaw the board approved the request by Michael Usry for a conditional use to construct a fence to be located at 1102 Clinton Industrial Park Road in the City of Clinton, Mississippi. The Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

CONDITIONAL USE – 2004 W NORTHSIDE DR – AUDREY BINGHAM

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Morgan the board approved the request by Audrey Bingham for a conditional use to open a preschool facility to be located at 2004 W Northside Dr. in the City of Clinton, Mississippi. The Architectural Review Committee and the Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE APPOINTMENT OF DANIEL TOWNSEND TO THE PARKS AND RECREATION ADVISORY BOARD

Upon presentation by Tony Greer, Alderman Ward 2, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Hisaw the board approved the appointment of Daniel Townsend to the Parks and Recreation Advisory Board. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE RESOLUTION ADOPTING A REGIONAL TRAFFIC SIGN RETRO-REFLECTIVITY MAINTENANCE AND MANAGEMENT PLAN

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderwoman Peace the board approved the resolution adopting a Regional Traffic Sign Retro-Reflectivity Maintenance and Management Plan. **MOTION CARRIED UNANIMOUSLY**

APPROVE AN AMENDMENT TO THE GENERAL PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CLINTON, MISSISSIPPI AND WILLIFORD, GEARHART & KNIGHT, INC.

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Barnett the board approved the amendment to the General Professional Services Agreement between the City of Clinton, Mississippi and Williford, Gearhart & Knight, Inc. **MOTION CARRIED UNANIMOUSLY**

APPROVAL, CONTINGENT UPON CONCURRENCE BY MDOT, OF THE CE&I AGREEMENT FOR NEAL-SHAFFER FOR THE PINEHAVEN ROAD IMPROVEMENTS

Upon presentation by Bill Owen, Consulting Engineer, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Brabham the board approved contingent upon concurrence by MDOT, the CE&I agreement for Neal-Shaffer for the Pinehaven Road Improvements. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:22 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderwoman Peace to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held on January 3, 2012 at 7:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVED: _____

Rosemary G. Aultman, Mayor

December 7, 2011
Date

ATTEST: _____

Russell L. Wall, City Clerk

December 7, 2011
Date



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY**

PASTE PROOF HERE

C19341
CITY OF CLINTON-LEGALS,
0200382119
November 22 Hearing Notice



PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

ANN MIDDEKE

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

11/3/2011

Size: 59 words / 1.00 col. x 14.00 lines

Published: 1 time(s)

Total: \$15.58

Signed *Ann Middeke*
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 11/3/2011.

Rick Tyler
Notary Public

RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)



PLANNING & ZONING COMMISSION

Clinton, Mississippi

Tuesday, November 22, 2011

6:30 p.m.

Municipal Courtroom

305 Monroe Street

Agenda

I. Call To Order

II. Consideration and Approval of October 25, 2011 Minutes.

III. New Considerations:

- A. Construction – 801 Highway 80 East, CVS Pharmacy
- B. Construction – 222 Highway 80 East, C-Spire Wireless
- C. Public Hearing – Amending zoning ordinances to address child care and adult care facilities and changes to I-1 & I-2 districts

IV. Other Business

V. Next Meeting

The next meeting will be held on Tuesday, January 24th, 2011, beginning at 6:30 p.m.

VI. Adjournment

PLANNING & ZONING COMMISSION

Clinton, Mississippi

Tuesday, November 22, 2011

6:30 p.m.

Municipal Courtroom

305 Monroe Street

Meeting Minutes

Members Present: Pat Smith, Bettye King, Mark Williams, Jim Martin, and David Ellis.

City Officials: Jerry Bounds and Ken Dreher

Minutes taken by: Lauren Pennington.

1. Call To Order

Jim Martin called the meeting to order at 6:30 p.m.

II. Consideration and Approval of October 25, 2011 minutes..

Pat Smith stated that the next to last page of the minutes had an error. Corrected to say "Pat Smith stated she could not imagine why the City would want to open this easement."

MOTION by Bettye King to approve the October 25, 2011 minutes with revision.

SECOND by Pat Smith. UNANIMOUSLY approved

III. New Considerations:

A. Construction – 801 Highway 80 East, CVS Pharmacy.

Jerry Bounds stated that in error he told the architect for CVS that the meeting would be the 29th of November and that if the committee had no objection he would represent CVS tonight because he has been in contact with them every day for the past two weeks. Stated that CVS has been approved by Architectural Review, the Site Plan committee and asked the committee to look at the packet for CVS and see that they have made all the changes asked of them by Architectural Review in their past meetings.

Jim Martin asked if the picture given to them tonight was a good representation of what is to be built.

Jerry Bounds stated that it is.

Mark Williams asked if this was going to be on the corner of Highway 80 and Lakeview.

Jerry Bounds stated yes it will be.

Bettye King stated that it will really clean up that corner.

Jerry Bounds agreed and stated that there will be very little land between CVS and the Plantation Manor apartments.

Bettye King stated that it seemed to her that CVS really wants to comply with the City.

Jerry Bounds stated that they do.

Bettye King stated that this rendering looks like some of the other CVS stores she has seen.

Jerry Bounds stated that this is somewhat upgraded than what they normally build. The portico at the entrance comes out about ten feet and they have changed everything the City has asked them to do.

Jim Martin asked about the entrance on Lakeview and if there would be a sidewalk and curb cut with a one way in and one way out.

Jerry Bounds stated that there would be an entrance on Lakeview and that everything would be ADA compliant.

Jim Martin asked about the parking and would there be enough space for what they will need.

Jerry Bounds stated that there will be plenty of parking.

Jim Martin asked if there would be fencing on the side where the apartments are.

Jerry Bounds stated that there will be a fence and a retaining wall as well.

Jim Martin asked what type of fence it would be.

Jerry Bounds stated it would most likely be wooden.

Bettye King asked who would own the lot between CVS and the apartments.

Jerry Bounds stated that CVS will own that all the land up to the apartments.

Jim Martin asked if the property on the east side would extend all the way to the furniture store.

Jerry Bounds stated it would include the furniture store.

Jim Martin asked if there would be a good bit of green space.

Jerry Bounds stated there would be.

Jim Martin stated he thinks this looks really good.

A Public Hearing was held. NO comments made.

MOTION by Bettye King to approve the construction at 801 Highway 80 East, CVS.
SECOND by Mark Williams. UNANIMOUSLY approved.

Jerry Bounds asked the committee to wait on discussion of C-Spire Wireless because the representative was not present at this time.

B. Public Hearing - Amending zoning ordinances to address child care and adult care facilities and changes to I-1 & I-2 districts .

Jerry Bounds stated that adult day care facilities and child care facilities would be conditional uses in all districts and that the changes in I-1 and I-2 districts would be to allow fencing in the front of the property for security reasons and right now the ordinance does not allow any type of fence around the front of your property. This public hearing has been run in the paper.

Jim Martin asked if fencing would be allowed out right in I-1 and I-2 districts.

Jerry Bounds stated it would.

Pat Smith asked if there would be a specific type of fence they would have to use.

Jerry Bounds stated the fence cannot be a hazard to motorists so it could be chain link or wood.

David Ellis stated concerning child care facilities, the issue from last month where the applicant wanted to put a child care facility in a C-2 district would the amendment to the ordinance take care of that issue since all child care facilities would now be a conditional use. Also would the areas in the ordinance that do address child care facilities be taken out?

Kenneth Dreher stated that would be corrected.

Pat Smith stated that the add in the paper made mention of adult day care facilities and that they are not defined in the current ordinance, would that definition be added?

Kenneth Dreher stated it would be.

David Ellis asked about adult day care being quasi-public. Would quasi-public be part of the definition concerning adult day care and child care and if so would all districts allow them and be added to the same districts that already address child care.

Kenneth Dreher stated that it is not quasi-public, it is private and that adult day care is along the same lines as child day care. Sometimes adults caring for their parents have to work during the day and they don't want to leave their elderly parents at home alone, adult day care is not like a nursing home.

Jim Martin stated he was concerned that an adult day care would be like 24 hour care. Asked if they were approving a draft of the amendment tonight.

Kenneth Dreher stated that there was no reason to make a draft for tonight without knowing what the Mayor and Board wanted to put in the amendment.

Jim Martin stated that sometimes fencing has to be approved before it is installed. Should the fencing in I-1 and I-2 be approved before it is installed, what if it is something they City may not want.

David Ellis stated that they wouldn't want to allow electrical fencing because of the risks involved. In some parts of the state he believes it is against the law.

Kenneth Dreher stated that perhaps they should consider making it a conditional use so that it would have to come before this committee to be approved before it is installed so that it blends in with the area.

David Ellis stated that 90% of the reason for having a fence in that area is to serve as a deterrent. Someone might want to install an iron fence or a 15 foot fence with razor wire. If a thief wants to get in, they will get in.

Jim Martin stated he liked the idea of the fencing being a conditional use because it would give this committee some idea of what is going on in that area. When the area on Industrial Drive where the truck trailers are parked was brought before them for fencing it was required of them to have landscaping as well.

David Ellis stated he heard of a city that allowed chain link fence but wouldn't allow the slats that can be installed as well because the police wouldn't be able to see what was going on however they would allow wood fencing.

Bettye King stated that the gentleman that was here last month was only asking for what his neighbors had.

A Public Hearing was held. NO comments made.

C. Construction – 222 Highway 80 East – C-Spire Wireless

Jerry Bounds stated that Mr. Rutledge was supposed to have been at this meeting tonight as well and if the committee did not mind he would represent him as well. Stated that this committee has already approved the site plan and demolition plans for this building and now they are proposing a different building from what they originally wanted to build. That this new building is more in line with the way they will be building all their future C-Spire stores. Also showed samples of the building materials and stated that this has been approved by Architectural Review.

Jim Martin asked what other materials will be used on the building.

Jerry Bounds stated stucco.

David Ellis stated he is sure there will be feedback on the large blue panel of the building.

Jim Martin stated they still have to demolish what is currently there and asked if there would still be time to change the look of the building if it did not pass this committee.

David Ellis stated he would have liked to have seen the original picture C-Spire submitted because he is not a big fan of the large blue panel on the building.

Jerry Bounds stated that this plan was approved by Architectural Review.

Bettye King stated that Architectural Review thought this was a good look and they had no problem with it.

David Ellis stated that it was just his personal opinion about the blue panel.

Bettye King stated that the colors submitted are what C-Spire would be using at all their stores, nationwide.

David Ellis stated that his dislike of the panel was just his personal preference and that if Architectural Review liked it then he was ok.

Jerry Bounds stated that this new building would clean up this corner of Highway 80 as well.

Bettye King stated she is glad that Mr. Rutledge is interested in Clinton.

Pat Smith asked if the billboard was going to be brought down or moved.

Kenneth Dreher stated it would not be.

Bettye King stated that the billboard is financially beneficial to Mr. Rutledge.

Jim Martin stated that Mr. Rutledge not attending this meeting did put this committee in a difficult position because they could not ask him certain questions to which only he could answer however since he has been before them twice already this year and this committee already being well versed on this project he did not see a problem with them approving this.

David Ellis asked if they were approving the drawing presented to them.

Jerry Bounds stated they are approving the façade and materials.

Kenneth Dreher stated that a meeting may take place for this committee in December but if it does not Mr. Rutledge would have to wait until January for his approval.

MOTION by Bettye King to approve the construction at 222 Highway 80 East for C-Spire Wireless contingent on Mr. Rutledge attending the Mayor and Board of Alderman meeting in December. SECOND by Pat Smith. UNANIMOUSLY approved.

MOTION by Pat Smith to adjourn. SECOND by Bettye King.

IV. The Meeting was adjourned at 7:30 p.m.

Architectural Review Committee

Clinton, Mississippi

Thursday, November 17, 2011

5:00 p.m.

Community Development Office

Minutes Taken By Lauren Pennington

Commission Members Present: Tara Lytal, George Ewing & Bettye King

City Officials present: Jerry Bounds, Community Development Director

I. Agenda Items: The meeting began at 5:00 p.m.

A. Approval of C-Spire Wireless, 222 Hwy 80 East

Jerry Bounds stated that they have decided to change the color and look of the building proposed. Showed the committee the color samples and two renderings to choose from.

Tara Lytal asked if they were to select which option they liked best.

Jerry Bounds stated yes.

MOTION by Tara Lytal to approve the rendering with the brick band at the bottom of the building. SECOND by Bettye King.

The committee voted UNANIMOUSLY to approve rendering with the brick band.
NONE opposed.

B. Approve of CVS Pharmacy, 801 Hwy 80 East

Jerry Bounds showed the members of the committee the samples provided by CVS of the brick and colors, a colored rendering and the elevations. Stated that CVS has done everything he asked them to do except to lower the windows at the top of the building.

Tara Lytal asked if he wanted windows like the Fred's Pharmacy did.

Jerry Bounds stated he would have like them that way but all and all this is better than what was originally proposed.

George Ewing stated that in Jackson they were made to bring the windows in a store like Fred's lower but all they did was paint the windows.

Tara Lytal asked if they are still doing some of the split face and brick on the building.

Jerry Bounds stated that they are.

George Ewing asked if the letters on the building out be internally lit plastic letters.

Jerry Bounds stated they would be.

MOTION by George Ewing to approve CVS Pharmacy as submitted. SECOND by Bettye King. The committee voted UNANIMOUSLY to approve CVS Pharmacy as submitted. NONE opposed.

II. The meeting ended at 5:30 p.m.

Jerry Bounds

From: Jerry Bounds [jbounds@clintonms.org]
Sent: Thursday, November 17, 2011 12:12 PM
To: 'James K. Farrelly'
Subject: RE: Building Permit Application Question - CVS Pharmacy

I am waiting on the larger colored rendering. I do have an Architectural Review meeting tonight and am hoping the small one will be good enough.

I do have you on schedule to appear in front of the Planning and Zoning Board on the 29th of November. This meeting starts at 6:30 and the Mayor and Board of Alderman on December 6, 2011. The Mayor and Board of Alderman Meeting start at 7:00. Both meetings will be held in the Municipal Court room at 305 Monroe Street. Please make a note of the times, you or a representative for CVS MUST be present.

From: James K. Farrelly [mailto:jfarrelly@lhjunius.com]
Sent: Thursday, November 17, 2011 8:26 AM
To: Jerry Bounds
Subject: RE: Building Permit Application Question - CVS Pharmacy

Jerry,

I wanted to check on the status of the Building Permit Review for the CVS Pharmacy to be located in Clinton, MS? Have there been any comments / revisions from any of the city departments? Thanks.

Kirk Farrelly, E.I.
Field, Hunter & Junius, Inc.
3608 18th Street / Suite 200
Metairie, LA 70002
(504) 833-5300 / (504) 833-5350 fax
jfarrelly@lhjunius.com

From: Jerry Bounds [mailto:jbounds@clintonms.org]
Sent: Tuesday, September 27, 2011 3:35 PM
To: James K. Farrelly
Subject: RE: Building Permit Application Question - CVS Pharmacy

Sorry, I need four complete sets of full size working drawings. I also need one copy of site plan, floor plan and building elevations on a 8 1/2 x11, samples of all exterior materials and color chips. Would also like to have a colored rendering.

From: James K. Farrelly [mailto:jfarrelly@lhjunius.com]
Sent: Tuesday, September 27, 2011 3:17 PM
To: Jerry Bounds
Subject: RE: Building Permit Application Question - CVS Pharmacy

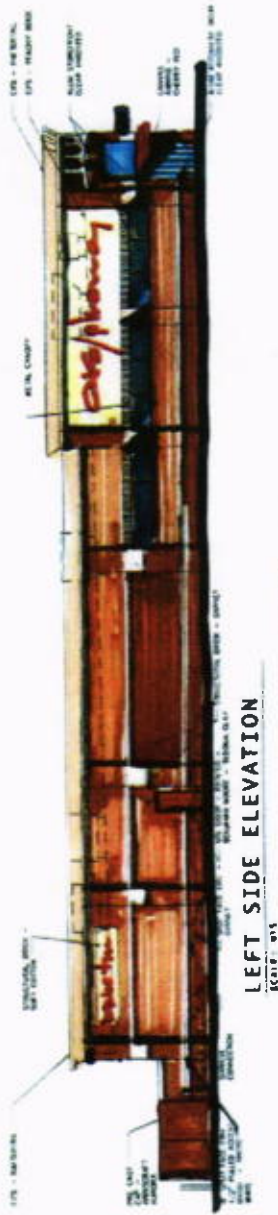
Thanks. How many copies of the plans will you need?

From: Jerry Bounds [mailto:jbounds@clintonms.org]
Sent: Tuesday, September 27, 2011 3:15 PM

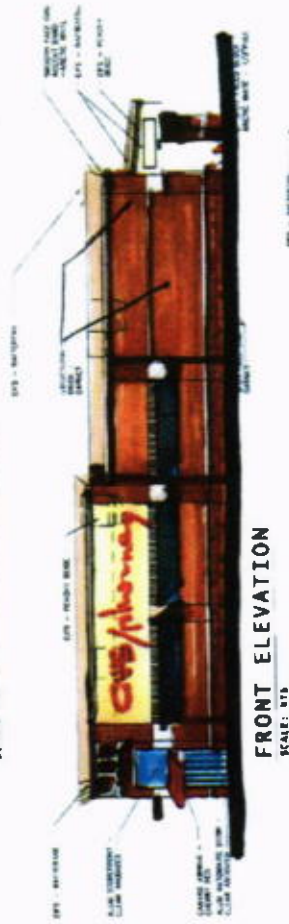
CLINTON, MS

CVS # 10020

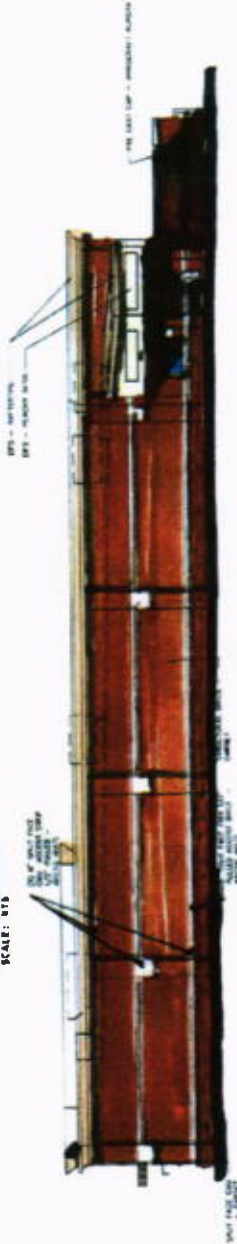
CAPITAL GROWTH
 PHARMACY, INC.
 BUCHALTER DEVELOPMENT
 361 SUMMIT BLVD. SUITE 110
 BIRMINGHAM, AL. 35243



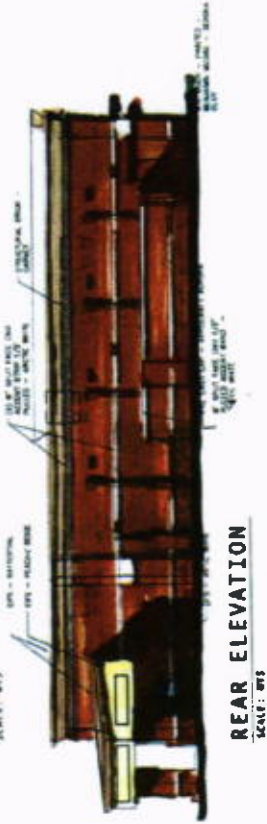
LEFT SIDE ELEVATION
 SCALE: 1/8" = 1'-0"



FRONT ELEVATION
 SCALE: 1/8" = 1'-0"



RIGHT SIDE ELEVATION
 SCALE: 1/8" = 1'-0"



REAR ELEVATION
 SCALE: 1/8" = 1'-0"

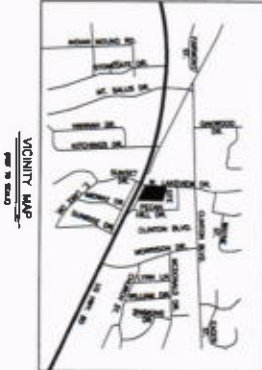
NORR
 ARCHITECTS
 215 Grandview Drive
 Suite 100
 Canton, MS 39025
 662-207-1000

719 Columbia Street
Suite 1000
Detroit, MI 48226
www.aort.com



**BUCHALTER DEVELOPMENT
361 SUMMIT BLVD. SUITE 110
BIRMINGHAM, AL. 35243**

CVS/pharmacy

[illegible][illegible]

ML SITE PLAN

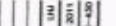
C-4

NOT RELEASED FOR COMMERICAL

[illegible]

US HWY. 80
(200' PUBLIC R/W)

[illegible]

	TYPE B-BUDGET-0225-187 CHARGED DATE-11/11/10	
	STORE NUMBER 000020	DATE 01/01/10
W. JAS. NEW, JR. CLINTON, MS 39057 601-771-1111 FAX: 601-771-1111	OR PROJECT NUMBER 057065	
	LYNELLA PAINTER & SONS, INC. 1000 W. 10TH AVE. SUITE 100 OKLAHOMA CITY, OK 73106 Phone: 405-233-1111 Fax: 405-233-1111	
CONSULTANT:		
DEVELOPER:	GORDON BOWLER 100 S. LINCOLN BLVD. SUITE 110 OKLAHOMA CITY, OK 73104 TEL: (405) 944-9284	
	BEAU 1000 N. LINCOLN BLVD. SUITE 100 OKLAHOMA CITY, OK 73104 TEL: (405) 944-9284	
	BEAU 1000 N. LINCOLN BLVD. SUITE 100 OKLAHOMA CITY, OK 73104 TEL: (405) 944-9284	

LEGEND

EXISTING FEATURES

- EXIST. DRAIN PILE
- EXIST. DRAIN LINE
- EXIST. WATERLINE
- EXIST. GAS LINE
- EXIST. UNDERGROUND ELECTRIC LINE
- EXIST. SEWER LINE
- EXIST. TELEPHONE LINE
- EXIST. DRAIN LINE
- EXIST. WATER MAIN
- EXIST. GAS MAIN
- EXIST. SEWER MAIN
- EXIST. TELEPHONE MAIN
- EXIST. DRAIN PILE
- EXIST. WATER PILE
- EXIST. GAS PILE
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- EXIST. TELEPHONE PILE
- EXIST. DRAIN PILE
- EXIST. WATER PILE
- EXIST. GAS PILE
- EXIST. SEWER PILE
- EXIST. TELEPHONE PILE

NEW FEATURES

- NEW DRAIN PILE
- NEW DRAIN LINE
- NEW WATERLINE
- NEW GAS LINE
- NEW UNDERGROUND ELECTRIC LINE
- NEW SEWER LINE
- NEW TELEPHONE LINE
- NEW DRAIN LINE
- NEW WATER MAIN
- NEW GAS MAIN
- NEW SEWER MAIN
- NEW TELEPHONE MAIN
- NEW DRAIN PILE
- NEW WATER PILE
- NEW GAS PILE
- NEW SEWER PILE
- NEW TELEPHONE PILE
- NEW DRAIN PILE
- NEW WATER PILE
- NEW GAS PILE
- NEW SEWER PILE
- NEW TELEPHONE PILE

CONSTRUCTION LEGEND

- 1. NEW DRAIN PILE
- 2. NEW DRAIN LINE
- 3. NEW WATERLINE
- 4. NEW GAS LINE
- 5. NEW UNDERGROUND ELECTRIC LINE
- 6. NEW SEWER LINE
- 7. NEW TELEPHONE LINE
- 8. NEW DRAIN LINE
- 9. NEW WATER MAIN
- 10. NEW GAS MAIN
- 11. NEW SEWER MAIN
- 12. NEW TELEPHONE MAIN
- 13. NEW DRAIN PILE
- 14. NEW WATER PILE
- 15. NEW GAS PILE
- 16. NEW SEWER PILE
- 17. NEW TELEPHONE PILE
- 18. NEW DRAIN PILE
- 19. NEW WATER PILE
- 20. NEW GAS PILE
- 21. NEW SEWER PILE
- 22. NEW TELEPHONE PILE

City of Clinton
Mississippi
Community Development

November 7, 2011

Bridgforth Rutledge
P.O. Box 5331
Jackson, MS 39296

Brigeforth:

I have received the drawings for the building you are proposing to be located at 222 Hwy 80 East. I have you on schedule to appear before the Planning and Zoning Commission on November 22, 2011 at 6:30 and the Mayor and Board of Alderman on December 6, 2011 at 7:00. Both meetings will be held in the Municipal Courtroom at the Police Department, 305 Monroe Street. If you would make a note of these dates and time, you or your representative must be present at the Planning and Zoning and The Mayor and Board of Alderman meetings.

If you have any questions I can be reached at (601) 924-2256.

Sincerely,



Jerry "J.B." Bounds
Director
Community Development



October 24, 2011 revised

EXTERIOR COLOR SELECTIONS

C SPIRE Wireless
Retail Facility
Clinton Management, LLC
222 Hwy. 80 East
Clinton, MS

Aluminum Windows	Clear Anodized Aluminum
Entrance Door	Frameless, chrome or aluminum finish on horizontal rails.
Glass	1" clear insulated, Low E
EIFS #1	Dryvit #310 China White, limestone finish, with pearlescent coating
EIFS #2	Dryvit custom color, Pantone PMS 306, limestone finish
Coping	Color to match clear anodized aluminum
Brick Veneer	Acme Monte Carlo, modular
Dumpster Enclosure	Block/Brick Acme Monte Carlo, modular Interior painted to match Dryvit China White
Dumpster Gate	Metal painted to match Dryvit #310 China White
Canopy	Tenant furnished as part of the sign package
Wood Panel	Tenant furnished as part of the sign package

PO Box 967
Canton, MS
39046
601 855-0123



A Retail Facility By Clinton Management LLC For
C Spire Wireless
Located at 222 Hwy. 80 East, Clinton, Mississippi

Joseph Orr
Architecture, PA
Canopy and wood effect by tenant
Conceptual Rendering: Subject to Change

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

PAST HERE

C1934
CITY C GALS,

020037
October

Notice is hereby given to those parties in interest that there will be a public hearing on October 25th, 2011 at 305 Monroe Street, at 6:30pm, in Clinton, Mississippi, for the purpose of determining whether or not a conditional use shall be granted to Michael Usry to build a fence in the front of his commercial property at 1102 Clinton Industrial Park Drive that code does not allow.

Notice is hereby given to those parties in interest that there will be a public hearing on October 25th, 2011 at 305 Monroe Street, at 6:30pm, in Clinton, Mississippi, for the purpose of determining whether or not a conditional use shall be granted to Audrey Bingham to operate a daycare facility at 2004 West Northside Drive.

October 3, 2011

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

ANN MIDDEKE

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

10/3/2011

Size: 139 words / 1.00 col. x 31.00 lines

Published: 1 time(s)

Total: \$25.18

Signed Ann Middleke
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 10/3/2011.

Rick Tyler
Notary Public

RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)



REQUEST FOR CONDITIONAL USE
APPLICATION

Subject Property Address 1102 Clinton Industrial Park Road
Owner Michael P. Usry
Address B35 Post Road
Clinton, MS 39056
Phone # H- 601-924-1461 C- 601-5024715
Current Zoning District _____

Requirements of Applicant:

1. Letter stating reason for requested conditional use.
2. Copy of the written legal description.
3. Site plan of property.
4. \$250.00 fee required for processing.

Requirements for Granting Conditional Uses: (Section 2405.01 - Zoning Ordinance)

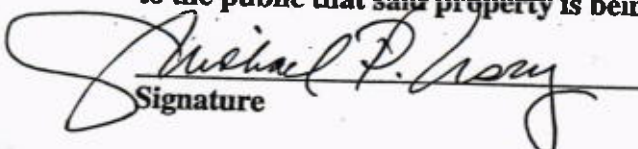
A conditional use shall not be granted unless satisfactory provisions and arrangements have been met concerning all the following:

- (a). Ingress and egress to property and proposed structures.
- (b). Off-street parking and loading areas.
- (c). Refuse and service areas.
- (d). Utilities, with reference locations, availability and compatibility.
- (e). Screening and buffering with reference to type, dimensions and character.
- (f). Required yards and other open space.
- (g). General compatibility with adjacent properties and other property in the district.
- (h). Any other provisions deemed applicable by the Mayor/Board of Aldermen.

Applicant shall be present at the Planning and Zoning Commission meeting and Mayor/Board of Aldermen meeting. Documents shall be submitted thirty (30) days prior to the Planning and Zoning Commission meeting.

Applicant is responsible for complying with all applicable requirements of the Zoning Ordinance.

By signing this application, it is understood and agreed that permission is given to the Zoning Administrator to have a sign erected on subject property, giving notice to the public that said property is being considered for a conditional use.


Signature

September 19, 2011
Date



Michael Usry <gdaddyusry@gmail.com>

(no subject)

1 message

Michael Usry <gdaddyusry@gmail.com>
Draft

Wed, Sep 21, 2011 at 8:34 AM

September 19, 2011

Dear Mayor Aultman,

I am writing this letter to request a conditional use to erect a chain link fence with gates at my office/warehouse in the industrial park. I operate a construction company and store materials, equipment, trailers, etc. at the site and have been broken into three times in the last month. Thieves have caused considerable damage to windows and doors and have stolen several thousand dollars worth of items. I need to be able to secure my property without fear of losing everything I own. Please grant me the opportunity to secure my property by allowing me to erect this fence on my perimeter.

Michael Usry
Owner, Usry Construction Management
601-502-4715

PARCEL 1:

From the point where the South right-of-way line of Northside Drive extended intersects the East right of way line of Clinton Industrial Park Road in the Southwest Quarter of the Southwest Quarter of Section 18, Township 6 North, Range 1 West, Hinds County, Mississippi; run thence South 0 degrees 56 minutes East along the East line of said Clinton Industrial Park Road for a distance of 475.0 feet to the point of beginning of the property herein described; continue thence South 0 degrees 56 minutes West 75.0 feet to a point; run thence East 92.0 feet to a point; run thence South 50.0 feet to a point; run thence East 183.0 feet to a point; run thence North 125.0 feet to an iron pin; run thence West 275.0 feet to the point of beginning, all of said lands lying in the Southwest Quarter of the Southwest Quarter of Section 18, Township 6 North, Range 1 West, Hinds County, Mississippi.

PARCEL 2:

From a point on the South right-of-way line of Northside Drive extended in the Southwest Quarter of the Southwest Quarter of Section 18, Township 6 North, Range 1 West, Hinds County, Mississippi, where said right-of-way line intersects the East right-of-way line of the Clinton Industrial Park Road, run thence South 0 degrees 56 minutes East along said Industrial Park right-of-way line 375.0 feet to an iron pin, marking the point of beginning of the property herein described; run thence South 0 degrees 56 minutes East 100.0 feet to an iron pin; run thence East 275.0 feet, more or less, to a point on the East line of the Southwest Quarter of the Southwest Quarter of said Section 18; run thence North 100 feet to a point; run thence West 275 feet, more or less, to the point of beginning, all of said land lying in the Southwest Quarter of the Southwest Quarter of Section 18, Township 6 North, Range 1 West, Hinds County, Mississippi, and containing 0.63 acres, more or less.

AND ALSO:

PAGE 1 OF 5

Kyle

JMM

City of Clinton
Mississippi
Community Development

November 30, 2011

Mr. Michael Usry
835 Post Road
Clinton MS 39056

Re: fence at 1102 Clinton industrial Park

Mr. Usry:

I have you on schedule to appear in front of the Mayor and Board of Alderman on December 6, 2011 at 7:00 pm. This meeting will be held at the Police station, 305 West Monroe Street. Please make a note of the date and time, you or a representative must be present.

If you have any questions I can be reached at (601) 924-2256.

Sincerely,



Jerry "J.B." Bounds
Director
Community Development

REQUEST FOR CONDITIONAL USE
APPLICATION

Subject Property Address 2004 West Northside Rd.
Owner Audrey Bingham
Address 107 N. Lovett
Clinton, Ms
Phone # 601 720-2097
Current Zoning District _____

Requirements of Applicant:

1. Letter stating reason for requested conditional use.
2. Copy of the written legal description.
3. Site plan of property.
4. \$250.00 fee required for processing.

Requirements for Granting Conditional Uses: (Section 2405.01 – Zoning Ordinance)

A conditional use shall not be granted unless satisfactory provisions and arrangements have been met concerning all the following:

- (a). Ingress and egress to property and proposed structures.
- (b). Off-street parking and loading areas.
- (c). Refuse and service areas.
- (d). Utilities, with reference locations, availability and compatibility.
- (e). Screening and buffering with reference to type, dimensions and character.
- (f). Required yards and other open space.
- (g). General compatibility with adjacent properties and other property in the district.
- (h). Any other provisions deemed applicable by the Mayor/Board of Aldermen.

Applicant shall be present at the Planning and Zoning Commission meeting and Mayor/Board of Aldermen meeting. Documents shall be submitted thirty (30) days prior to the Planning and Zoning Commission meeting.

Applicant is responsible for complying with all applicable requirements of the Zoning Ordinance.

By signing this application, it is understood and agreed that permission is given to the Zoning Administrator to have a sign erected on subject property, giving notice to the public that said property is being considered for a conditional use.

Signature

Audrey Bingham

Date

9/22/2011

Qc': 22 September 2011

To: Community Development
200 W. Leake Street

I, Audrey Bingham, request conditional
use for property located @ 2004 W. Northside
Drive to be used as a small preschool
facility in my community.

Thanks In Advance,
Audrey Bingham
601 720-2097

STATE OF MISSISSIPPI
COUNTY OF HINDS

BOOK 467 PAGE 389

114309

WARRANTY DEED

For and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **MULTIGRAPHIC INDUSTRIES, INC.**, Grantor, does hereby convey and warrant unto **WEST NORTHSIDE DRIVE CHURCH OF CHRIST**, Grantee, that real property situated in Hinds County, Mississippi, and being more particularly described as follows, to-wit:

Lot 23 & Lot 24, Northside Estates, Part 1, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of the Second Judicial District of Hinds County, Mississippi, record in Plat Book 2 at Page 12, reference to which is hereby made in aid of and as a part of this description.

The Grantor herein warrants payment of 1998 ad valorem taxes on the above described property.

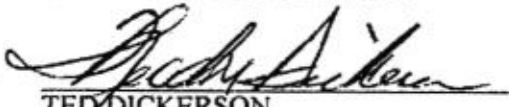
The above described property is conveyed subject to all existing easements for public roadways, utilities, drainage or other purposes, whether of record or not, and may be disclosed by an examination of the premises.

WITNESS MY SIGNATURE, on this the 27 day of
MARCH, 2000.

SIGNED:

MULTIGRAPHIC INDUSTRIES, INC.

BY:


TED DICKERSON
MAJORITY SHAREHOLDER

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned legal authority in and for the aforesaid county and state, the within named, **TED DICKERSON FOR MULTIGRAPHIC INDUSTRIES, INC.**, who acknowledged to me that he executed and delivered the within and foregoing Warranty Deed on the day and date therein mentioned as his voluntary act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, on this, the 27th day of March, 2000.


NOTARY PUBLIC

MY COMMISSION EXPIRES:

MY COMMISSION EXPIRES SEPT 14 2003

GRANTOR:

Multigraphic Industries, Inc.
Post Office Box 7011
Jackson, MS 39211

GRANTEE:

West Northside Drive Church of Christ
2004 West Northside Drive
Clinton, MS 39056

This document prepared by:

①
STEPHANIE L. MALLETT
Attorney at Law
203 East Main Street
Starkville, MS 39759
(601)320-4411

STATE OF MS
COUNTY OF HINDS
FILED-RECORDED

APR 28 8 21 AM '00

BOOK 467
PAGE 389
L. GILMAN
CHANCELLER OF EXH

City of Clinton
Mississippi
Community Development

November 30, 2011

Mrs. Audry Bingham
107 Lovett Street
Clinton MS 39056

Re: 2004 West Northside Drive

Mrs. Bingham:

I have you on schedule to appear before the Mayor and Board of Alderman on December 6, 2011 at 7:00. This meeting will be held in the Municipal Courtroom at the Police Department, 305 Monroe Street. If you would make a note of the date and time, you or your representative must be present.

If you have any questions I can be reached at (601) 924-2256.

Sincerely,



Jerry "J.B." Bounds
Director
Community Development

Daniel Townsend

- 31 years of age
- 20 year resident of Clinton
- Former Clinton HS Baseball Pitcher (1998 State Championship Runner Up's)
- Enjoy all sports, outdoor recreation, and motorcycle riding
- Jennifer (32) my wife of 8 years
- Our 2 beautiful children – 5 yr. old daughter Payton and 3 yr. old son Cole
- Wife and I are class of 98' Clinton graduates
- Active members of Morrison Heights Baptist Church
- Employed by Central Pipe Supply, Inc. (Sales) and Jennifer by River Oaks Hospital (Ultrasound and X-ray Tech) now stay at home mom

- **RESOLUTION**
**ADOPTING A REGIONAL TRAFFIC SIGN RETRO-
REFLECTIVITY MAINTENANCE AND MANAGEMENT PLAN**

WHEREAS, the 1993 Department of Transportation Appropriations Act stated: "The Secretary of Transportation shall revise the *Manual on Uniform Traffic Control Devices (MUTCD)* to include a standard for retroreflectivity that must be maintained for traffic signs and pavement markings which apply to all roads open to public travel;" and

WHEREAS, on December 21, 2007, the Federal Highway Administration issued Final Regulations (the Final Rule) governing the *MUTCD* for Maintaining Traffic Sign Retroreflectivity and establishing certain standards that must be achieved regarding sign retroreflectivity; and

WHEREAS, Federal regulations require that each state and local government prepare a plan describing how they intend to comply with the minimum standards for traffic sign retroreflectivity; and

WHEREAS, the Central Mississippi Planning and Development District (CMPDD), as the Metropolitan Planning Organization for the Jackson Metropolitan Area, has prepared a *Regional Traffic Sign Retroreflectivity Maintenance and Management Plan* that will meet the Federal requirement for preparation of a plan; and

WHEREAS, the CMPDD has agreed to assist local governments in complying with the minimum standards by providing training, technical assistance and equipment, if needed, to ensure compliance with the minimum standards; and

WHEREAS, there are five assessment and management methods that can be used to implement a retroreflectivity sign management program, and CMPDD staff members will work with local governments to identify the method that best suits the needs of each local public agency; and

WHEREAS, after the method is selected, local government personnel will inventory signs on non-state-maintained roadways and enter sign information (sign type by location, date last replaced if known, date proposed for replacement, etc.) into a CMPDD database;

NOW THEREFORE, THE (CITY OR COUNTY) OF Clinton, Mississippi DOES HEREBY ADOPT THE *REGIONAL TRAFFIC SIGN RETROREFLECTIVITY MAINTENANCE AND MANAGEMENT PLAN* PREPARED BY THE CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT AND AGREES TO ENTER TRAFFIC SIGN DATA AS IT IS COLLECTED INTO THE CMPDD REGIONAL DATABASE.

THE ABOVE RESOLUTION WAS FORMALLY ADOPTED BY VOTE OF THE mayor & Board of Aldermen
ON DECEMBER 6, 2011

ATTEST:

Kenneth Wall



Rosemary G. Ruetman

AMENDMENT TO GENERAL/PROFESSIONAL
SERVICES AGREEMENT DATED APRIL 19, 1994
BY AND BETWEEN CITY OF CLINTON AND
WGK, INC.

This is an Amendment to an Agreement made this the 1st day of January 2012, by and between the City of Clinton, P. O. Box 156, Clinton, Mississippi 39056 (Owner) and WGK, Inc., Engineers & Surveyors, P. O. Box 318, Clinton, Mississippi 39060 (Engineer).

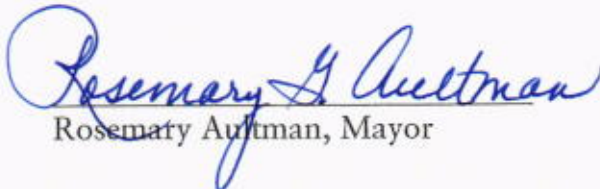
Whereas the Owner hereby employs the Engineer to perform certain professional engineering and land surveying services as may be identified from time to time, to serve as the Owner's professional representative on the services as may be authorized and to provide professional engineering consultation as may be required. The Engineer agrees to provide the professional services authorized by the Owner and the Owner agrees to compensate the engineer for the professional services rendered.

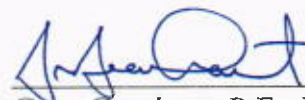
Whereas under Section 3.2 of the original agreement stated "The general services performed after calendar year 1994, shall be provided in accordance with an amendment to this Agreement setting forth such new conditions, responsibilities, duties and hourly rates as may be mutually agreed upon between the Owner and Engineer;"

Therefore the attached hourly rates will be used for General/Professional Services performed under this Agreement for Calendar Year 2012.

OWNER:
CITY OF CLINTON, MS

ENGINEER:
WGK, INC.


Rosemary Aultman, Mayor


Greg Gearhart, P.E., Principal

12-7-11
Date

11/28/11
Date

ATTEST:

ATTEST:


Russell Wall, City Clerk


Mae Gemmel, Operations Manager



STANDARD HOURLY BILLING RATES

WGK Inc.
Engineers & Surveyors
January 2012

Principal	\$170
Senior Project Engineer	160
Senior Design Engineer	160
Project Engineer II	129
Design Engineer II	129
Project Engineer I	108
Senior Engineering Assistant	100
Engineer Intern II	95
Engineer Intern I	85
Designer	80
Graduate Engineer	75
Engineering Assistant	70
Construction Review	72
Project Surveyor	100
Surveyor	80
Surveying Coordinator	72
Survey Crew Chief	80
Survey Crewman II	35
Survey Crewman I	30
Technician	65
Technician Assistant	40
Administrative Assistant	50
Accounting Analyst	94
Accounting Assistant	55
Robotic Surveying Equipment	25
GPS/RTK Surveying Equipment	50
4Wheeler (per day)	40

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

Pinehaven Drive Improvements
Project No. ***SPTD-7306-00(004)LPA/104102-801000***
Hinds County

THIS CONTRACT, is made and entered into by and between the ***City of Clinton***, a body Corporate of the State of Mississippi (the "LPA"), and, ***Neel-Schaffer, Inc*** (the "CONSULTANT"), a ***Mississippi*** Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is ***125 South President St., Suite 1100, (P.O. Box 22625), Jackson, MS 39201***, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction ***engineering*** services for ***the widening of Pinehaven Dr. from two lanes to five lanes from Northside Dr to north of Berry Dr including a underground storm water system and widening Northside Dr to five lanes from Monroe St. to east of Pinehaven Dr, and widening Northside Dr to provide a third, left-turn lane at the new library entrance***, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform ***engineering*** services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") Standard Operating Procedure ADM-24-01-00-000; (March 1, 2001, as amended) and Federal Aid Policy Guide Part 172 and found satisfactory; to the end that both parties are now desirous of entering into a contract; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all ***engineering*** services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction *engineering* services of the CONSULTANT under this contract shall start with the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA**, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction *engineering* services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, 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 LPA by reason hereof. The CONSULTANT 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 LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT may submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

D. Retainage

The LPA shall retain 5% of the CONSULTANT'S contract amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or

omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or

subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a 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 Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.
- F. 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 CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, CONSULTANT 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 to

include said subcontractor or other personnel within CONSULTANT's coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be admitted to do business in the State of Mississippi by the Mississippi Insurance Department.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the compensation, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the LPA in advance of their execution.

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA 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 CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, 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 CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'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 now 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 CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, 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 LPA.

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

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys'

fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT 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 CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in *Hinds* County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Hinds County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all 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 CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.

- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this

CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT 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 CONSULTANT 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 LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT may notify the CONSULTANT, in writing, of MDOT'S intentions to ask the LPA to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT, CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

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, the CONSULTANT shall have the right to resume work. If the LPA 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 CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

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

LPA:

For Contractual Matters:
Rosemary Aultman, Mayor
City of Clinton
300 Jefferson St.
Clinton, MS 39060
Phone: 601-925-6103[ph1]
Fax: 601-925-4605
mayor@clintonms.org

For Technical Matters:
Mike Parker, Director of Public Works
City of Clinton
200 W. Leake St
Clinton, MS 39060
Phone: 601-924-2239
Fax: 601-925-4605
mparker@clintonms.org

CONSULTANT:

For Contractual Matters:
Mark G. Bailey P.E.
Vice President, Sen. Eng. Manager
Neel-Schaffer, Inc.
125 S. President St, Suite 1100
Jackson, MS 39201
Phone: 601-948-3071
Fax: 601-948-3178
Mark.Bailey@neel-schaffer.com

For Technical Matters:
Stephanie Vivians, P.E.
Project Engineer
Neel-Schaffer, Inc.
125 S. President St, Suite 1100
Jackson, MS 39201
Phone: 601-948-3071
Fax: 601-948-3178
stephanie.vivians@neel-schaffer.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E. #8245

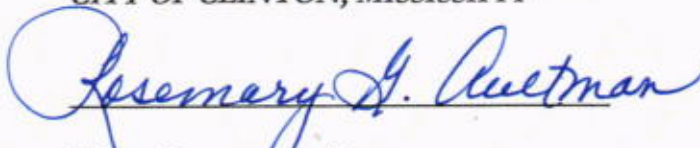
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ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the 6th day of DECEMBER 2011.

CITY OF CLINTON, MISSISSIPPI


Mayor Rosemary Aultman

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

NEEL-SCHAFFER, INC.

BY: _____

ATTEST: _____

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}

{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}

EXHIBIT 2

Scope of Work

ENGINEERING ADMINISTRATION:

The **engineering** administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:

Construction **engineering** services shall consist of all **engineering** work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

- A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project **Engineer** and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.
- B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and the **Engineer's** daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.
- C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

- D. The duties, responsibilities, and limitations of authority of the resident Project **Engineer** are listed in this scope of work.

**A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY
OF THE RESIDENT PROJECT *ENGINEER* .**

The CONSULTANT shall furnish a resident Project **Engineer** }, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project **Engineer** and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project **Engineer** are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project **Engineer** 's dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project **Engineer** dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project **Engineer** shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project **Engineer**:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

- b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

- a. Record the date of receipt of Shop Drawings and samples.
 - b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the the LPA of availability of samples for examination.
 - c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.
- E. Review of Work, Rejection of Defective Work, Inspections and Tests:
- a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to theLPA.
- F. Interpretation of Contract Documents:
- Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by theLPA.
- G. Modifications:
- Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to theLPA. Transmit to the CONTRACTOR decisions as issued by theLPA.
- H. Records:
- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

- b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
- I. Reports:
 - a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
 - d. Report immediately to the LPA upon the occurrence of any accident.
- J. Payment Requests:
 - a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.
- K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.
- L. Completion:
 - a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
 - b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.
 - c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project *Engineer*.

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of \$ **480,138.13** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (e.g. no meal reimbursement when there is no overnight stay).

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. 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 CONSULTANT's cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall be paid based on the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Table 1: Rate Schedule for Labor Hours

Names	LABOR CLASSIFICATION	Rate 2012	Overtime Rate 2012	Rate 2013	Overtime Rate 2013
Mark Bailey, Keith Purvis	Senior Engineer Manager	\$ 164.15		\$ 169.08	
Stephanie Vivians	Project Engineer	\$ 100.27		\$ 103.28	
Graham Legate	Engineer I	\$ 80.21		\$ 82.62	
	Engineer Intern	\$ 71.62		\$ 73.77	
	Admin Secretary	\$ 61.59		\$ 63.44	
Mike Brown, Sylvester Smith	Supervisory Inspector	\$ 87.03	\$ 105.06	\$ 89.65	\$ 108.21
	Engineer Technician IV	\$ 74.60	\$ 90.05	\$ 76.84	\$ 92.75
	Engineer Technician III	\$ 55.95	\$ 67.54	\$ 57.63	\$ 69.56

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed
\$ 480,138.13 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
\$ 397,007.56	\$ 16,380.00	\$ 66,750.57	\$ 480,138.13

****See Delineation of Cost Breakdown behind Exhibit 9.**

EXHIBIT 4

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000
PERIOD , 20 THROUGH , 20
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED , 20 , AS RELATES TO
PROJECT NO. - - - - - - IN COUNTY, HIGHWAY .

CONSULTANT:
CUSTOMER NUMBER 0000000000 FILE NO. 000-000000
REPORT NUMBER: 0000 through 00000

	<u>CURRENT</u> <u>PERIOD</u>	<u>PREVIOUS</u> <u>ESTIMATE</u>	<u>TOTAL ALLOWED</u> <u>TO DATE</u>
* DIRECT SALARIES	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED.
PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>	
DIRECT LABOR AND DIRECT COSTS					
John P. Public, Jr Engineer		0.00	0.00	0.00	0.00
John P. Public, Jr Designer		0.00	0.000	0.00	0.00
John P. Public, Jr Engineer		0.00	0.00	0.00	0.00
John P. Public, Jr Technician		0.00	0.00	0.00	0.00
Sub Total			0.00	0.00	0.00
Total Labor			0.00	0.00	
Direct Costs			0.00	0.00	
Project Total			0.00	0.00	

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 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, WORKER VISIBILITY

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

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the 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 CONTRACT.

2. Nondiscrimination: The CONSULTANT, 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 subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT 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 CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts 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 contractor or subcontractor 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 CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-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 specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay 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 by or to contractors and subcontractors in excess of \$100,000 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 1/2 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 Clear 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 \$100,000).

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: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet it's 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 an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) 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 CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation 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 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, 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-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 contract 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-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has 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 this CONTRACT.
- (2) The CONSULTANT 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 CONTRACT, 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 CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the

certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT 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 consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, 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 consultant) 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, 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 ____ day of _____, 20____.

CONSULTANT

BY: _____

ATTEST: _____

My Commission Expires:

Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the 6th day of DECEMBER, 20011.

City of Clinton

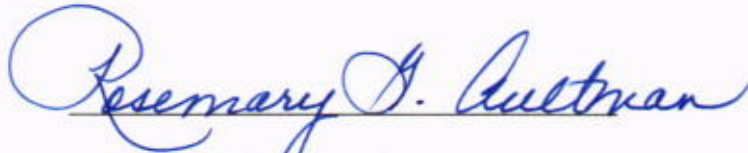

Mayor Rosemary Aultman

EXHIBIT 8

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EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV 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 LPA, 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 LPA 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 and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA 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 CONTRACT, 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 LPA, if requested, for the benefit of the LPA or this CONTRACT.

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my 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 the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(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: _____
Authorized Officer or Agent Date

Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the ____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

* 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.