CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, OCTOBER 19, 2010 - 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 Barnett followed by the pledge of allegiance to the flag led by Alderwoman Peace.

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 - J

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

ADOPTION OF THE 2009-2010 AMENDED BUDGETS FOR NEW AND EXISTING FUNDS

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Greer the board approved the adoption of the 2009-2010 amended budgets for new and existing funds. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CLINTON, MISSISSIPPI AND WILLIFORD, GEARHART AND KNIGHT, INC. FOR THE 2009 STATE REVOLVING FUND (SRF) WATER SYSTEM IMPROVEMENTS PROJECT

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham the board approved the amendment to the Professional Services Agreement between the City of Clinton, Mississippi and Williford, Gearhart, and Knight, Inc. for the 2009 State Revolving Fund (SRF) Water System Improvements project. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CLINTON, MISSISSIPPI AND WILLIFORD, GEARHART AND KNIGHT, INC. FOR THE 2009 STATE REVOLVING FUND (SRF) WASTEWATER IMPROVEMENTS PROJECT

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Barnett the board approved the amendment to the Professional Services Agreement between the City of Clinton, Mississippi and Williford, Gearhart and Knight, Inc. for the 2009 State Revolving Fund (SRF) Wastewater Improvements project. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF AN AMENDMENT TO THE GENERAL SERVICES AGREEMENT BEWTEEN THE CITY OF CLINTON, MISSISSIPPI AND ABMB ENGINEERS, INC. TO MODIFY THE FEE SCHEDULE

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham the board approved the amendment to the Professional Services Agreement between the City of Clinton, Mississippi and ABMB Engineers, Inc. to modify the fee schedule. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A LETTER OF PROPOSAL FOR A TRAFFIC SIGNALIZATION STUDY AT FAIRMONT STREET AND CLINTON PARKWAY IN THE CITY OF CLINTON, MISSISSIPPI

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Morgan the board approved the Letter of Proposal for a Traffic Signalization Study at Fairmont Street and Clinton Parkway in the City of Clinton, Mississippi. **MOTION CARRIED UNANIMOUSLY**

OTHER BUSINESS

CONSIDERATION OF BIDS FOR THE 2010 NRCS EWP DRAINAGE IMPROVEMENTS PROJECT

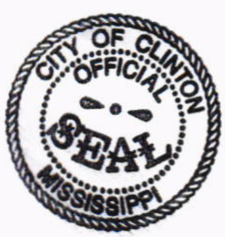
Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Barnett the board approved the bid from Southern Rock LLC of $99,107.50 as being the lowest and best bid for the 2010 NRCS EWP Drainage Improvements project. The bids are on file with the City Engineer. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:31 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 November 2, 2010 at 7:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVED: Rosemary D. Aultman — October 20, 2010
Rosemary Aultman, Mayor — Date

ATTEST: Russell L. Wall — October 20, 2010
Russell L. Wall, City Clerk — Date



CITY OF CLINTON
GENERAL FUND (001)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2010

	Adopted Budget for 2009-2010	Proposed Amendments	Amended Budget for 2009-2010
RECEIPTS			
Licenses and permits	922,000	(79,597)	842,403
Intergovernmental revenues	5,494,135	(250,784)	5,243,351
Charges for services	11,500	2,356	13,856
Fines and forfeitures	450,000	66,875	516,875
Interest earned	20,000	0	20,000
Miscellaneous	219,550	532,333	751,883
Total receipts, other than taxation	7,117,185	271,183	7,388,368
Beginning cash available	101,807	(107,481)	(5,674)
Total cash available, other than taxes	7,218,992	163,702	7,382,694
Property taxes	6,330,127	(66,839)	6,263,288
Total Receipts From All Sources	13,549,119	96,863	13,645,982
EXPENDITURES			
General government:			
Elected officials (001):			
Personal services	280,475	(876)	279,599
Supplies	10,000	0	10,000
Other services and charges	35,908	32,000	67,908
Capital outlay	0	0	0
Total elected officials	326,383	31,124	357,507
Court services (010):			
Personal services	142,345	416	142,761
Supplies	6,300	0	6,300
Other services and charges	98,490	(902)	97,588
Capital outlay	0	0	0
Total court services	247,135	(486)	246,649

CITY OF CLINTON
GENERAL FUND (001)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2010

	Adopted Budget for 2009-2010	Proposed Amendments	Amended Budget for 2009-2010
EXPENDITURES (Cont'd)			
Administration (040):			
Personal services	294,397	(13,120)	281,277
Supplies	19,300	0	19,300
Other services and charges	165,259	(2,608)	162,651
Capital outlay	0	0	0
Total administration	478,956	(15,728)	463,228
Community development (090):			
Personal services	163,079	(1,516)	161,563
Supplies	11,200	0	11,200
Other services and charges	37,904	22,262	60,166
Capital outlay	0	0	0
Debt service	6,747	0	6,747
Total community development	218,930	20,746	239,676
Total general government	1,271,404	35,656	1,307,060
Public safety:			
Law enforcement (105):			
Personal services	3,115,328	(122,308)	2,993,020
Supplies	214,202	161,650	375,852
Other services and charges	233,343	(20,448)	212,895
Capital outlay	0	0	0
Debt service	71,773	4,000	75,773
Total law enforcement	3,634,646	22,894	3,657,540
Fire protection (160):			
Personal services	2,741,074	(6,055)	2,735,019
Supplies	151,700	61,000	212,700
Other services and charges	211,329	(11,040)	200,289
Capital outlay	320,000	473,163	793,163
Debt service	325,823	(2,802)	323,021
Total fire protection	3,749,926	514,266	4,264,192

CITY OF CLINTON
GENERAL FUND (001)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2010

	Adopted Budget for 2009-2010	Proposed Amendments	Amended Budget for 2009-2010
EXPENDITURES (Cont'd)			
Inspection (180):			
Personal services	104,872	346	105,218
Supplies	11,240	0	11,240
Other services and charges	12,001	(447)	11,554
Capital outlay	0	0	0
Total inspection	128,113	(101)	128,012
Total public safety	7,512,685	537,059	8,049,744
Street (215):			
Personal services	968,883	31,059	999,942
Supplies	207,850	61,697	269,547
Other services and charges	490,196	66,699	556,895
Capital outlay	677,100	(537,690)	139,410
Debt service	117,615	0	117,615
Total street	2,461,644	(378,235)	2,083,409
Parks and recreation (305):			
Personal services	868,691	(152,222)	716,469
Supplies	154,880	56,003	210,883
Other services and charges	180,648	1,761	182,409
Capital outlay	0	0	0
Debt service	477,549	0	477,549
Total parks and recreation	1,681,768	(94,458)	1,587,310
4 C's (310):			
Other services and charges	20,000	0	20,000
Total 4 C's	20,000	0	20,000
Jackson/Hinds Library (315):			
Other services and charges	0	0	0
Total Jackson/Hinds Library	0	0	0
Economic development (400):			
Personal services	48,513	142	48,655
Supplies	2,675	0	2,675
Other services and charges	133,241	30	133,271
Capital outlay	0	0	0
Total economic development	184,429	172	184,601
Main street (401)			
Personal services	52,548	155	52,703
Supplies	5,400	0	5,400
Other services and charges	10,550	234	10,784
Total main street	68,498	389	68,887
Transfers and other charges (575)	212,981	(65,000)	147,981
Total expenditures	13,413,409	35,583	13,448,992
Ending cash available	135,710	61,280	196,990
Total Expenditures and Ending Cash Available	13,549,119	96,863	13,645,982

CITY OF CLINTON
TOURISM TAX FUND (100)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2010

	Adopted Budget for 2009-2010	Proposed Amendments	Amended Budget for 2009-2010
RECEIPTS			
Tourism taxes	125,000	0	125,000
Interest earned	2,000	0	2,000
Rental income	500	0	500
Donations - private sources	500	0	500
Sales	21,000	0	21,000
Cost of sales	(15,250)	0	(15,250)
Other	0	0	0
Total receipts	133,750	0	133,750
Beginning cash available	93,921	35,621	129,542
Total Receipts From All Sources	227,671	35,621	263,292
EXPENDITURES			
Visitor center (320):			
Personal services	37,939	0	37,939
Supplies	6,100	2,000	8,100
Other services and charges	30,440	(2,000)	28,440
Capital outlay	0	0	0
Total visitor center	74,479	0	74,479
Toı Other services and charges	113,500	0	113,500
Total tourism promotion	113,500	0	113,500
Transfers	0	0	0
Total expenditures	187,979	0	187,979
Ending cash available	39,692	35,621	75,313
Total Expenditures and Ending Cash Available	227,671	35,621	263,292

CITY OF CLINTON
SPECIAL LAW ENFORCEMENT FUND (110)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2010

	Adopted Budget for 2009-2010	Proposed Amendments	Amended Budget for 2009-2010
RECEIPTS			

Participation receipts from forfeiture	57,000	(52,000)	5,000
Other receipts	3,000	0	3,000
	------------------	------------------	------------------
Total receipts	60,000	(52,000)	8,000
Beginning cash available	47,294	5,048	52,342
	------------------	------------------	------------------
Total Receipts From All Sources	107,294	(46,952)	60,342
	============	============	============
EXPENDITURES			

Supplies	20,000	9,000	29,000
Other services	10,500	0	10,500
Capital outlay	20,000	(20,000)	0
	------------------	------------------	------------------
Total expenditures	50,500	(11,000)	39,500
Ending cash available	56,794	(35,952)	20,842
	------------------	------------------	------------------
Total Expenditures and Ending Cash Available	107,294	(46,952)	60,342
	============	============	============

CITY OF CLINTON
CLINTON PKWY B & I FUND (200)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2010

	Adopted Budget for 2009-2010	Proposed Amendments	Amended Budget for 2009-2010
RECEIPTS			
Homestead exemption reimbursement	0	0	0
Interest earned	0	0	0
Total receipts, other than taxation	0	0	0
Beginning cash available	54,909	(7,722)	47,187
Total cash available, other than taxes	54,909	(7,722)	47,187
Property taxes	321,334	0	321,334
Total Receipts From All Sources	376,243	(7,722)	368,521
EXPENDITURES			
Other services and charges	3,829	0	3,829
Debt service	311,688	0	311,688
Transfers	7,278	0	7,278
Total expenditures	322,795	0	322,795
Ending cash available	53,448	(7,722)	45,726
Total Expenditures and Ending Cash Available	376,243	(7,722)	368,521

CITY OF CLINTON
TIF BOND & INT FUND - U/A (210)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2010

	Adopted Budget for 2009-2010	Proposed Amendments	Amended Budget for 2009-2010
RECEIPTS			
Interest earned	0	0	0
Transfers from other funds	24,237	0	24,237
Receipt from Hinds County	21,175	0	21,175
Total receipts	45,412	0	45,412
Beginning cash available	0	(1,763)	(1,763)
Total Receipts From All Sources	45,412	(1,763)	43,649
EXPENDITURES			
Debt service	44,050	0	44,050
Total expenditures	44,050	0	44,050
Ending cash available	1,362	(1,763)	(401)
Total Expenditures and Ending Cash Available	45,412	(1,763)	43,649

CITY OF CLINTON
TIF BOND & INT FUND - WALMART (215)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2010

	Adopted Budget for 2009-2010	Proposed Amendments	Amended Budget for 2009-2010
RECEIPTS			
Transfers from other funds	72,540	0	72,540
Receipt from Hinds County	35,000	0	35,000
Total receipts	107,540	0	107,540
Beginning cash available	3,162	1,267	4,429
Total Receipts From All Sources	110,702	1,267	111,969
EXPENDITURES			
Debt service	107,540	0	107,540
Total expenditures	107,540	0	107,540
Ending cash available	3,162	1,267	4,429
Total Expenditures and Ending Cash Available	110,702	1,267	111,969

CITY OF CLINTON
TIF BD & INT FD - PKWY CTR (218)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2010

	Adopted Budget for 2009-2010	Proposed Amendments	Amended Budget for 2009-2010
RECEIPTS			

Transfers from other funds	23,672	0	23,672
Receipt from Hinds County	0	0	0
	-------------------	-------------------	-------------------
Total receipts	23,672	0	23,672
Beginning cash available	935	71	1,006
	-------------------	-------------------	-------------------
Total Receipts From All Sources	24,607	71	24,678
	===========	===========	===========
EXPENDITURES			

Debt service	23,671	0	23,671
	-------------------	-------------------	-------------------
Total expenditures	23,671	0	23,671
Ending cash available	936	71	1,007
	-------------------	-------------------	-------------------
Total Expenditures and Ending Cash Available	24,607	71	24,678
	===========	===========	===========

CITY OF CLINTON
TIF BD & INT FD - PRUGON (219)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2010

	Adopted Budget for 2009-2010	Proposed Amendments	Amended Budget for 2009-2010
RECEIPTS			
Transfers from other funds	56,260	0	56,260
Receipt from Hinds County	0	0	0
Total receipts	56,260	0	56,260
Beginning cash available	4,144	0	4,144
Total Receipts From All Sources	60,404	0	60,404
EXPENDITURES			
Debt service	56,260	0	56,260
Total expenditures	56,260	0	56,260
Ending cash available	4,144	0	4,144
Total Expenditures and Ending Cash Available	60,404	0	60,404

CITY OF CLINTON
HAMPSTEAD BLVD B & I FUND (225)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2010

	Adopted Budget for 2009-2010	Proposed Amendments	Amended Budget for 2009-2010
RECEIPTS			
Homestead exemption reimbursement	0	0	0
Interest earned	0	0	0
Transfers	65,000	(65,000)	0
Special assessments	28,930	0	28,930
Total receipts, other than taxation	93,930	(65,000)	28,930
Beginning cash available	0	(18,830)	(18,830)
Total cash available other than taxes	93,930	(83,830)	10,100
Property taxes	306,033	0	306,033
Total Receipts From All Sources	399,963	(83,830)	316,133
EXPENDITURES			
Other services and charges	3,647	0	3,647
Debt service	297,669	0	297,669
Transfers	6,933	0	6,933
Total expenditures	308,249	0	308,249
Ending cash available	91,714	(83,830)	7,884
Total Expenditures and Ending Cash Available	399,963	(83,830)	316,133

CITY OF CLINTON
QUISENBERRY LIBRARY B & I FUND (226)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2010

	Adopted Budget for 2009-2010	Proposed Amendments	Amended Budget for 2009-2010
RECEIPTS			

Homestead exemption reimbursement	0	0	0
Interest earned	0	0	0
	------------------	------------------	------------------
Total receipts, other than taxation	0	0	0
Beginning cash available	508,245	56,890	565,135
	------------------	------------------	------------------
Total cash available other than taxes	508,245	56,890	565,135
Property taxes	573,810	0	573,810
	------------------	------------------	------------------
Total Receipts From All Sources	1,082,055	56,890	1,138,945
	============	============	============
EXPENDITURES			

Other services and charges	6,838	0	6,838
Debt service	568,884	0	568,884
Transfers	14,817	0	14,817
	------------------	------------------	------------------
Total expenditures	590,539	0	590,539
Ending cash available	491,516	56,890	548,406
	------------------	------------------	------------------
Total Expenditures and Ending Cash Available	1,082,055	56,890	1,138,945
	============	============	============

CITY OF CLINTON
ARRA - BRIDGE REPLACEMENT PROGRAM FUND (302)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2010

	Adopted Budget for 2009-2010	Proposed Amendments	Amended Budget for 2009-2010
RECEIPTS			

Grant income - ARRA funds	1,500,000	14,719	1,514,719
Interest earned	0	0	0
Other revenue	0	0	0
	------------------	------------------	------------------
Total receipts	1,500,000	14,719	1,514,719
Beginning cash available	0	0	0
	------------------	------------------	------------------
Total Receipts From All Sources	1,500,000	14,719	1,514,719
	============	============	============
EXPENDITURES			

Other services	1,500,000	14,719	1,514,719
	------------------	------------------	------------------
Total expenditures	1,500,000	14,719	1,514,719
Ending cash available	0	0	0
	------------------	------------------	------------------
Total Expenditures and Ending Cash Available	1,500,000	14,719	1,514,719
	============	============	============

CITY OF CLINTON
ARRA - RADIO READ METER FUND (303)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2010

	Adopted Budget for 2009-2010	Proposed Amendments	Amended Budget for 2009-2010
RECEIPTS			

Grant income - ARRA funds	0	1,589,557	1,589,557
Interest earned	0	0	0
Other revenue	0	0	0
	------------------	------------------	------------------
Total receipts	0	1,589,557	1,589,557
Beginning cash available	0	0	0
	------------------	------------------	------------------
Total Receipts From All Sources	0	1,589,557	1,589,557
	===========	===========	===========
EXPENDITURES			

Other services	0	1,589,557	1,589,557
	------------------	------------------	------------------
Total expenditures	0	1,589,557	1,589,557
Ending cash available	0	0	0
	------------------	------------------	------------------
Total Expenditures and Ending Cash Available	0	1,589,557	1,589,557
	===========	===========	===========

CITY OF CLINTON
ARRA - SOLID WASTE REMOVAL FUND (304)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2010

	Adopted Budget for 2009-2010	Proposed Amendments	Amended Budget for 2009-2010
RECEIPTS			
Grant income - ARRA funds	0	1,900,000	1,900,000
Interest earned	0	0	0
Other revenue	0	0	0
Total receipts	0	1,900,000	1,900,000
Beginning cash available	0	0	0
Total Receipts From All Sources	0	1,900,000	1,900,000
EXPENDITURES			
Other services	0	1,900,000	1,900,000
Total expenditures	0	1,900,000	1,900,000
Ending cash available	0	0	0
Total Expenditures and Ending Cash Available	0	1,900,000	1,900,000

CITY OF CLINTON
NORTHSIDE CORRIDOR - PHASE I FUND (315)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2010

	Proposed Budget for 2009-2010	Proposed Amendments	Amended Budget for 2009-2010
RECEIPTS			
Grant income - MDOT	600,000	0	600,000
Interest earned	0	0	0
Other borrowing	0	0	0
Transfer from other funds	0	0	0
Total receipts	600,000	0	600,000
Beginning cash available	0	11,083	11,083
Total Receipts From All Sources	600,000	11,083	611,083
EXPENDITURES			
Supplies	500,000	0	500,000
Other services	100,000	0	100,000
Total expenditures	600,000	0	600,000
Ending cash available	0	11,083	11,083
Total Expenditures and Ending Cash Available	600,000	11,083	611,083

CITY OF CLINTON
LIBRARY CONSTR PROJ FUND (327)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2010

	Proposed Budget for 2009-2010	Proposed Amendments	Amended Budget for 2009-2010
RECEIPTS			

Transfers from other funds	0	0	0
Sale of bonds	0	0	0
Cost of bond issue	0	0	0
Donation - private source	0	20,400	20,400
Other revenue	0	23,000	23,000
	------------------	------------------	------------------
Total receipts	0	43,400	43,400
Beginning cash available	2,152,865	177,850	2,330,715
	------------------	------------------	------------------
Total Receipts From All Sources	2,152,865	221,250	2,374,115
	===========	===========	===========
EXPENDITURES			

Other services	2,152,865	121,250	2,274,115
Transfers	0	0	0
	------------------	------------------	------------------
Total expenditures	2,152,865	121,250	2,274,115
Ending cash available	0	100,000	100,000
	------------------	------------------	------------------
Total Expenditures and Ending Cash Available	2,152,865	221,250	2,374,115
	===========	===========	===========

CITY OF CLINTON
PARKS & REC CONSTR PROJ FUND (328)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2010

	Adopted Budget for 2009-2010	Proposed Amendments	Amended Budget for 2009-2010
RECEIPTS			
Proceeds from borrowings	0	0	0
Interest earned	0	1,400	1,400
Total receipts	0	1,400	1,400
Beginning cash available	1,539	71,483	73,022
Total Receipts From All Sources	1,539	72,883	74,422
EXPENDITURES			
Other services	1,539	72,883	74,422
Total expenditures	1,539	72,883	74,422
Ending cash available	0	0	0
Total Expenditures and Ending Cash Available	1,539	72,883	74,422

CITY OF CLINTON
HAMPSTEAD BLVD CONSTR PROJ (330)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2010

	Adopted Budget for 2009-2010	Proposed Amendments	Amended Budget for 2009-2010
RECEIPTS			
Interest earned	0	6,400	6,400
Proceeds from borrowings	0	0	0
Total receipts	0	6,400	6,400
Beginning cash available	42,754	262,256	305,010
Total Receipts From All Sources	42,754	268,656	311,410
EXPENDITURES			
Other services	42,754	(23,554)	19,200
Transfers	0	0	0
.	42,754	(23,554)	19,200
Ending cash available	0	292,210	292,210
Total Expenditures and Ending Cash Available	42,754	268,656	311,410

CITY OF CLINTON
WATER AND SEWER OPERATIONS FUND (400)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2010

	Adopted Budget for 2009-2010	Proposed Amendments	Amended Budget for 2009-2010
RECEIPTS			

Rents	64,000	10,000	74,000
Water sales	2,880,362	(51,600)	2,828,762
Sewer service charges	2,681,905	0	2,681,905
Fees and service charges	291,000	0	291,000
Interest	75,000	0	75,000
Proceeds from loans	0	0	0
Other	6,212,900	(5,846,856)	366,044
	------------------	------------------	------------------
Total receipts	12,205,167	(5,888,456)	6,316,711
Beginning cash available	1,271,066	171,637	1,442,703
	------------------	------------------	------------------
Total Receipts From All Sources	13,476,233	(5,716,819)	7,759,414
	============	============	============
EXPENDITURES			

Water operations:			
Personal services	896,885	0	896,885
Supplies	312,800	0	312,800
Other services and charges	570,049	0	570,049
Capital outlay	2,667,700	(2,425,066)	242,634
Debt service	528,104	0	528,104
Transfers	0	0	0
	------------------	------------------	------------------
Total water operations	4,975,538	(2,425,066)	2,550,472
	------------------	------------------	------------------
Sewer operations:			
Personal services	730,729	0	730,729
Supplies	235,000	142,000	377,000
Other services and charges	972,144	0	972,144
Capital outlay	3,654,200	(3,414,313)	239,887
Debt service	1,135,986	0	1,135,986
	------------------	------------------	------------------
Total sewer operations	6,728,059	(3,272,313)	3,455,746
	------------------	------------------	------------------
Total expenditures	11,703,597	(5,697,379)	6,006,218
Ending cash available	1,772,636	(19,440)	1,753,196
	------------------	------------------	------------------
Total Expenditures and Ending Cash Available	13,476,233	(5,716,819)	7,759,414
	============	============	============

CITY OF CLINTON
GARBAGE COLLECTION FUND (450)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2010

	Adopted Budget for 2009-2010	Proposed Amendments	Amended Budget for 2009-2010
RECEIPTS			
Refuse collection charges	1,461,600	0	1,461,600
Interest earned	10,000	0	10,000
Total receipts	1,471,600	0	1,471,600
Beginning cash available	518,273	2,765	521,038
Total Receipts From All Sources	1,989,873	2,765	1,992,638
EXPENDITURES			
Supplies	61,500	0	61,500
Other services and charges	1,387,381	(3,123)	1,384,258
Capital outlay	65,000	0	65,000
Debt service	21,305	3,123	24,428
Total expenditures	1,535,186	0	1,535,186
Ending cash available	454,687	2,765	457,452
Total Expenditures and Ending Cash Available	1,989,873	2,765	1,992,638

CITY OF CLINTON
SELF-FUNDED GROUP INS FUND (500)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2010

	Adopted Budget for 2009-2010	Proposed Amendments	Amended Budget for 2009-2010
RECEIPTS			
Contributions from participants	1,236,757	0	1,236,757
Other receipts	0	281,558	281,558
Total receipts	1,236,757	281,558	1,518,315
Beginning cash available	0	0	0
Total Receipts From All Sources	1,236,757	281,558	1,518,315
EXPENDITURES			
Other services and charges	1,199,498	318,817	1,518,315
Total expenditures	1,199,498	318,817	1,518,315
Ending cash available	37,259	(37,259)	0
Total Expenditures and Ending Cash Available	1,236,757	281,558	1,518,315

CITY OF CLINTON
UNEMPLOYMENT COMPENSATION FUND (603)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2010

	Adopted Budget for 2009-2010	Proposed Amendments	Amended Budget for 2009-2010
RECEIPTS			
Contributions from funds	0	7,208	7,208
Total receipts	0	7,208	7,208
Beginning cash available	14,787	15,443	30,230
Total Receipts From All Sources	14,787	22,651	37,438
EXPENDITURES			
Other services and charges	10,000	10,000	20,000
Total expenditures	10,000	10,000	20,000
Ending cash available	4,787	12,651	17,438
Total Expenditures and Ending Cash Available	14,787	22,651	37,438

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Amendment") is executed by and between the City of Clinton, MS (the "Owner") and Williford, Gearhart and Knight, Inc. ("WGK"), and amends and/or supplements the Professional Services Agreement, dated December 16, 2009, as amended or modified (the "Agreement"), for the 2009 State Revolving Fund (SRF) Water System Improvements ("the Project").

The Professional Services Agreement for the 2009 State Revolving Fund (SRF) Water System Improvements, Exhibit E is amended as follows:

Add:

Incorporated by reference the attachments:

1. "Reporting and Registration Requirements Under Section 1512 of the American Recovery and Reinvestment Act of 2009"
2. "Required Use of American Iron, Steel, and Manufactured Goods Not Covered Under International Agreements Under Section 1605 of the American Recovery and Reinvestment Act of 2009"
3. "Required Use of American Iron, Steel, and Manufactured Goods Covered Under International Agreements Under Section 1605 of the American Recovery and Reinvestment Act of 2009"
4. "Wage Rate Requirements under Section 1606 of the American Recovery and Reinvestment Act"
5. "Recipient Responsibilities regarding tracking and documenting Expenditures under the American Recovery and Reinvestment Act of 2009"
6. "Requirement to Comply with Provision of Section 902 of the American Recovery and Reinvestment Act of 2009"
7. "Required Whistleblower Protection Under Section 1553 of the American Recovery and Reinvestment Act of 2009"
8. "Required Provision Noting Authority of Inspector General in Section 1515(a) of the American Recovery and Reinvestment Act of 2009"
9. "Required Provision to Comply with NEPA and NHPA"
10. "Requirement to Acknowledge Availability and Use of Funds"
11. "Requirement Regarding Federal, State and Local Tax Obligations"
12. "Requirement to Comply with Anti-Discrimination and Equal Opportunity Statutes"
13. "Requirement to Comply With All Other ARRA Requirements"
14. "Requirement to Comply with E-Verification Provision of Section 71-11-3 of the Mississippi Code of 1972, as amended"

This amendment is in accordance with the stipulations as outlined in the American Recovery and Reinvestment Act of 2009.

This Amendment is executed this 19th day of October, 2010, to be effective the effective date of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, on the day and year first above written.

WGK, INC.

Greg Gearhart

Name: Greg Gearhart, P.E., Principal

ATTEST:

Bill Owen

Name: Bill Owen, P.E., Principal

WGK's address for giving formal notice:
204 West Leake Street
Clinton, Mississippi 39056

OWNER: The City of Clinton, MS

Rosemary G. Aultman

Name: Rosemary Aultman, Mayor

ATTEST:

Russell L Wall

Name: Russell Wall, City Clerk

OWNER's address for giving formal notice:
P. O. Box 156
Clinton, Mississippi 39056

Exhibit E

Reporting and Registration Requirements Under Section 1512 of the American Recovery and Reinvestment Act of 2009.

The recipient[1] agrees to the following reporting and registration requirements of Section 1512 of the American Recovery and Reinvestment Act and in accordance with 2 CFR § 176.50, if applicable:

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (*http://www.ccr.gov*) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (*http://www.dnb.com*) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at *http://www.FederalReporting.gov* and ensure that any information that is pre-filled is corrected or updated as needed.

(e) The contractor shall ensure that all subcontracts and other contracts for goods and services for an ARRA-funded project have the mandated provisions of this directive in their contracts. Pursuant to title XV, Section 1512 of the ARRA, the State shall require that the contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retains by this contract from the contractor's own workforce and any sub-contractors. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract.

---

[1] As used here and hereafter, recipient means "any entity other than an individual that receives Recovery Act funds in the form of a grant, cooperative agreement or loan directly from the Federal Government." 2 CFR § 176.30.

Required Use of American Iron, Steel, and Manufactured Goods Not Covered Under International Agreements Under Section 1605 of the American Recovery and Reinvestment Act of 2009.

The recipient agrees to the following required use of American Iron, Steel, and Manufactured Goods of Section 1605 of the of the American Recovery and Reinvestment Act and in accordance with 2 CFR §176.140 when awarding Recovery Act funds for construction, alteration, maintenance, or repair of a public building or public work that does not involve iron, steel, and/or manufactured goods covered under international agreements, if applicable:

(a) *Definitions.* As used in this award term and condition—

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

(i) Processed into a specific form and shape; or
(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111–5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.
(2) This requirement does not apply to the material listed by the Federal Government as follows:
[*Award official to list applicable excepted materials or indicate ''none''*]

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act.*

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
(B) Unit of measure;
(C) Quantity;
(D) Cost;
(E) Time of delivery or availability;
(F) Location of the project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.
(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.
(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the

recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON

Description	Unit of measure	Quantity	Cost (dollars)*
Item 1:			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
Item 2:			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]
[Include other applicable supporting information.]
*[*Include all delivery costs to the construction site.]*

Required Use of American Iron, Steel, and Manufactured Goods Covered Under International Agreements Under Section 1605 of the American Recovery and Reinvestment Act of 2009.

The recipient agrees to the following required use of American Iron, Steel, and Manufactured Goods (covered under International Agreements) of Section 1605 of the of the Recovery and Reinvestment Act and in accordance with 2 CFR §176.160 when awarding Recovery Act funds for construction, alteration, maintenance, or repair of a public building or public work that involves iron, steel, and/or manufactured goods materials covered under international agreements, if applicable:

(a) *Definitions.* As used in this award term and condition—

Designated country—
(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom;
(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or
(3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

Designated country iron, steel, and/or manufactured goods—
(1) Is wholly the growth, product, or manufacture of a designated country; or
(2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

Domestic iron, steel, and/or manufactured good—
(1) Is wholly the growth, product, or manufacture of the United States; or
(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

Foreign iron, steel, and/or manufactured good means iron, steel, and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

Manufactured good means a good brought to the construction site for incorporation into the building or work that has been—
(1) Processed into a specific form and shape; or
(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

Public building and *public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi- State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Iron, steel, and manufactured goods.*

(1) The award term and condition described in this section implements—
(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and
(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or

manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of $7,443,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:

[*Award official to list applicable excepted materials or indicate ''none''*]

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that—

(i)The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.*

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
(B) Unit of measure;
(C) Quantity;
(D) Cost;
(E) Time of delivery or availability;
(F) Location of the project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign iron, steel, and/ or manufactured goods cited in accordance with paragraph (b)(4) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON

Description	Unit of measure	Quantity	Cost (dollars)*
Item 1:			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
Item 2:			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]
[Include other applicable supporting information.]
*[*Include all delivery costs to the construction site.]*

Wage Rate Requirements under Section 1606 of the American Recovery and Reinvestment Act.

The recipient agrees to the following wage rate requirements of Section 1606 of the of the Recovery and Reinvestment Act and in accordance with 2 CFR §176.190 when issuing announcements or requesting applications for Recovery Act programs or activities that may involve construction, alteration, maintenance, or repair, if applicable:

When issuing announcements or requesting applications for Recovery Act programs or activities that may involve construction, alteration, maintenance, or repair the agency shall use the award term described in the following paragraphs:

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of $2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

Recipient Responsibilities regarding tracking and documenting Expenditures under the American Recovery and Reinvestment Act of 2009.

The recipient agrees to the following tracking and documenting responsibilities required by Section 1606 of the Recovery and Reinvestment Act and in accordance with 2 CFR §176-210, if applicable:

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111– 5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 ''Uniform Administrative Requirements for Grants and Agreements'' and OMB Circular A–102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A–102 is available at *http://www.whitehouse.gov/omb/circulars/a102/a102.html.*

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A–133, ''Audits of States, Local Governments, and Non-Profit Organizations,'' recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF–SAC) required by OMB Circular A–133. OMB Circular A–133 is available at *http://www.whitehouse.gov/omb/circulars/a133/a133.html.* This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF–SAC by CFDA number, and inclusion of the prefix ''ARRA-'' in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF–SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

Requirement to Comply with Provision of Section 902 of the American Recovery and Reinvestment Act of 2009

Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

(1) Examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

(2) Interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Required Whistleblower Protection Under Section 1553 of the American Recovery and Reinvestment Act of 2009.

Section 1153 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5, provides protections for certain individuals who make specified disclosures relating to recovery Act funds. Any non-federal employer receiving recovery funds is required to post a notice of the rights and remedies provided under this section of the Act.

Required Provision Noting Authority of Inspector General in of Section 1515(a) of the American Recovery and Reinvestment Act of 2009

Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

Required Provision to Comply with NEPA and NHPA

Construction, Renovation, and Remodeling Projects Only

ARRA funded projects may be required to comply with the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), and related statutes, including requirements for plans and projects to be reviewed and documented in accordance with those processes. If the ARRA program from which funds are to be expended requires such language, then NEPA and NHPA requirements may need to be included in contracts or sub-grants. Such language would be dependent on federal oversight agency guidance as well as from the following: http://nepa.gov/nepa/regs/CEQ_1609_NEPA_Guidance_03-12.pdf (NEPA only)

Requirement to Acknowledge Availability and Use of Funds

Contractors understand and acknowledge that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required state matching funds. Pursuant to Section 1604 of the ARRA, contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the Recovery Act.

Requirement Regarding Federal, State and Local Tax Obligations

By submission of a proposal, contractors and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

Requirement to Comply with Anti-Discrimination and Equal Opportunity Statutes

Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, ARRA Recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

Requirement to Comply With All Other ARRA Requirements

The contractor will comply with any other requirements of ARRA, upon notification by this entity.

Requirement to Comply with E-Verification Provision of Section 71-11-3 of the Mississippi Code of 1972, as amended

The respondent represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (§71-11-3 of the Mississippi Code of 1972, as amended) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject contractor to the following:

(a) termination of this Agreement and ineligibility for any State or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

(b) the loss of any license, permit, certification, or other document granted to contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year or both.

(c)In the event of such termination/cancellation, contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Amendment") is executed by and between the City of Clinton, MS (the "Owner") and Williford, Gearhart and Knight, Inc. ("WGK"), and amends and/or supplements the Professional Services Agreement, dated June 3, 2009, as amended or modified (the "Agreement"), for the 2009 State Revolving Fund (SRF) Wastewater Improvements ("the Project").

The Professional Services Agreement for the 2009 State Revolving Fund (SRF) Wastewater Improvements, Exhibit E is amended as follows:

Add:

Incorporated by reference the attachments:

1. "Reporting and Registration Requirements Under Section 1512 of the American Recovery and Reinvestment Act of 2009"
2. "Required Use of American Iron, Steel, and Manufactured Goods Not Covered Under International Agreements Under Section 1605 of the American Recovery and Reinvestment Act of 2009"
3. "Required Use of American Iron, Steel, and Manufactured Goods Covered Under International Agreements Under Section 1605 of the American Recovery and Reinvestment Act of 2009"
4. "Wage Rate Requirements under Section 1606 of the American Recovery and Reinvestment Act"
5. "Recipient Responsibilities regarding tracking and documenting Expenditures under the American Recovery and Reinvestment Act of 2009"
6. "Requirement to Comply with Provision of Section 902 of the American Recovery and Reinvestment Act of 2009"
7. "Required Whistleblower Protection Under Section 1553 of the American Recovery and Reinvestment Act of 2009"
8. "Required Provision Noting Authority of Inspector General in Section 1515(a) of the American Recovery and Reinvestment Act of 2009"
9. "Required Provision to Comply with NEPA and NHPA"
10. "Requirement to Acknowledge Availability and Use of Funds"
11. "Requirement Regarding Federal, State and Local Tax Obligations"
12. "Requirement to Comply with Anti-Discrimination and Equal Opportunity Statutes"
13. "Requirement to Comply With All Other ARRA Requirements"
14. "Requirement to Comply with E-Verification Provision of Section 71-11-3 of the Mississippi Code of 1972, as amended"

This amendment is in accordance with the stipulations as outlined in the American Recovery and Reinvestment Act of 2009.

This Amendment is executed this 19th day of October, 2010, to be effective the effective date of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, on the day and year first above written.

WGK, INC.

Greg Gearhart

Name: Greg Gearhart, P.E., Principal

ATTEST:

Bill Owen

Name: Bill Owen, P.E., Principal

WGK's address for giving formal notice:
204 West Leake Street
Clinton, Mississippi 39056

OWNER: The City of Clinton, MS

Rosemary G. Aultman

Name: Rosemary Aultman, Mayor

ATTEST:

Russell L Wall

Name: Russell Wall, City Clerk

OWNER's address for giving formal notice:
P. O. Box 156
Clinton, Mississippi 39056

Exhibit E

Reporting and Registration Requirements Under Section 1512 of the American Recovery and Reinvestment Act of 2009.

The recipient[1] agrees to the following reporting and registration requirements of Section 1512 of the American Recovery and Reinvestment Act and in accordance with 2 CFR § 176.50, if applicable:

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (*http://www.ccr.gov*) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (*http://www.dnb.com*) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at *http://www.FederalReporting.gov* and ensure that any information that is pre-filled is corrected or updated as needed.

(e) The contractor shall ensure that all subcontracts and other contracts for goods and services for an ARRA-funded project have the mandated provisions of this directive in their contracts. Pursuant to title XV, Section 1512 of the ARRA, the State shall require that the contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retains by this contract from the contractor's own workforce and any sub-contractors. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract.

---

[1] As used here and hereafter, recipient means "any entity other than an individual that receives Recovery Act funds in the form of a grant, cooperative agreement or loan directly from the Federal Government." 2 CFR § 176.30.

Required Use of American Iron, Steel, and Manufactured Goods Not Covered Under International Agreements Under Section 1605 of the American Recovery and Reinvestment Act of 2009.

The recipient agrees to the following required use of American Iron, Steel, and Manufactured Goods of Section 1605 of the of the American Recovery and Reinvestment Act and in accordance with 2 CFR §176.140 when awarding Recovery Act funds for construction, alteration, maintenance, or repair of a public building or public work that does not involve iron, steel, and/or manufactured goods covered under international agreements, if applicable:

(a) *Definitions.* As used in this award term and condition—

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

(i) Processed into a specific form and shape; or
(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111–5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.
(2) This requirement does not apply to the material listed by the Federal Government as follows:
[*Award official to list applicable excepted materials or indicate ''none''*]

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act.*

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
(B) Unit of measure;
(C) Quantity;
(D) Cost;
(E) Time of delivery or availability;
(F) Location of the project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.
(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.
(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the

recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON

Description	Unit of measure	Quantity	Cost (dollars)*
Item 1:			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
Item 2:			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]
[Include other applicable supporting information.]
*[*Include all delivery costs to the construction site.]*

Required Use of American Iron, Steel, and Manufactured Goods Covered Under International Agreements Under Section 1605 of the American Recovery and Reinvestment Act of 2009.

The recipient agrees to the following required use of American Iron, Steel, and Manufactured Goods (covered under International Agreements) of Section 1605 of the of the Recovery and Reinvestment Act and in accordance with 2 CFR §176.160 when awarding Recovery Act funds for construction, alteration, maintenance, or repair of a public building or public work that involves iron, steel, and/or manufactured goods materials covered under international agreements, if applicable:

(a) *Definitions.* As used in this award term and condition—

Designated country—
(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom;
(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or
(3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

Designated country iron, steel, and/or manufactured goods—
(1) Is wholly the growth, product, or manufacture of a designated country; or
(2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

Domestic iron, steel, and/or manufactured good—
(1) Is wholly the growth, product, or manufacture of the United States; or
(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

Foreign iron, steel, and/or manufactured good means iron, steel, and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

Manufactured good means a good brought to the construction site for incorporation into the building or work that has been—
(1) Processed into a specific form and shape; or
(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

Public building and *public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi- State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Iron, steel, and manufactured goods.*

(1) The award term and condition described in this section implements—
(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and
(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or

manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of $7,443,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:

[*Award official to list applicable excepted materials or indicate ''none''*]

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that—

(i)The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.*

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/ or manufactured goods cited in accordance with paragraph (b)(4) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON

Description	Unit of measure	Quantity	Cost (dollars)*
Item 1:			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
Item 2:			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]
[Include other applicable supporting information.]
*[*Include all delivery costs to the construction site.]*

Wage Rate Requirements under Section 1606 of the American Recovery and Reinvestment Act.

The recipient agrees to the following wage rate requirements of Section 1606 of the of the Recovery and Reinvestment Act and in accordance with 2 CFR §176.190 when issuing announcements or requesting applications for Recovery Act programs or activities that may involve construction, alteration, maintenance, or repair, if applicable:

When issuing announcements or requesting applications for Recovery Act programs or activities that may involve construction, alteration, maintenance, or repair the agency shall use the award term described in the following paragraphs:

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of $2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

Recipient Responsibilities regarding tracking and documenting Expenditures under the American Recovery and Reinvestment Act of 2009.

The recipient agrees to the following tracking and documenting responsibilities required by Section 1606 of the Recovery and Reinvestment Act and in accordance with 2 CFR §176-210, if applicable:

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111– 5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 ''Uniform Administrative Requirements for Grants and Agreements'' and OMB Circular A–102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A–102 is available at *http://www.whitehouse.gov/omb/circulars/a102/a102.html*.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A–133, ''Audits of States, Local Governments, and Non-Profit Organizations,'' recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF–SAC) required by OMB Circular A–133. OMB Circular A–133 is available at *http://www.whitehouse.gov/omb/circulars/a133/a133.html*. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF–SAC by CFDA number, and inclusion of the prefix ''ARRA-'' in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF–SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

Requirement to Comply with Provision of Section 902 of the American Recovery and Reinvestment Act of 2009

Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

(1) Examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

(2) Interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Required Whistleblower Protection Under Section 1553 of the American Recovery and Reinvestment Act of 2009.

Section 1153 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5, provides protections for certain individuals who make specified disclosures relating to recovery Act funds. Any non-federal employer receiving recovery funds is required to post a notice of the rights and remedies provided under this section of the Act.

Required Provision Noting Authority of Inspector General in of Section 1515(a) of the American Recovery and Reinvestment Act of 2009

Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

Required Provision to Comply with NEPA and NHPA

Construction, Renovation, and Remodeling Projects Only

ARRA funded projects may be required to comply with the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), and related statutes, including requirements for plans and projects to be reviewed and documented in accordance with those processes. If the ARRA program from which funds are to be expended requires such language, then NEPA and NHPA requirements may need to be included in contracts or sub-grants. Such language would be dependent on federal oversight agency guidance as well as from the following: http://nepa.gov/nepa/regs/CEQ_1609_NEPA_Guidance_03-12.pdf (NEPA only)

Requirement to Acknowledge Availability and Use of Funds

Contractors understand and acknowledge that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required state matching funds. Pursuant to Section 1604 of the ARRA, contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the Recovery Act.

Requirement Regarding Federal, State and Local Tax Obligations

By submission of a proposal, contractors and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

Requirement to Comply with Anti-Discrimination and Equal Opportunity Statutes

Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, ARRA Recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

Requirement to Comply With All Other ARRA Requirements

The contractor will comply with any other requirements of ARRA, upon notification by this entity.

Requirement to Comply with E-Verification Provision of Section 71-11-3 of the Mississippi Code of 1972, as amended

The respondent represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (§71-11-3 of the Mississippi Code of 1972, as amended) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject contractor to the following:

(a) termination of this Agreement and ineligibility for any State or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

(b) the loss of any license, permit, certification, or other document granted to contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year or both.

(c)In the event of such termination/cancellation, contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

CITY OF CLINTON AGENDA ITEM FACT SHEET0

BOARD MEETING DATE: October 19, 2010 AGENDA ITEM NO. 10

CONSENT AGENDA: TO:

FOR:

ACCT.

DISCUSSION/ACTION: Amendment to General Services Agreement by and between the City of Clinton and ABMB Engineers, Inc.

INTRODUCED BY: Richard L. Broome, City Engineer TELEPHONE: 601-925-6102

EXHIBITS FOR REVIEW:

Minutes	Invoice	Other:
Ordinance	Plans, Maps	
Resolution	Contract	

RECOMMENDATION:

BOARD ACTION: MOTION MADE BY: Greer

SECONDED BY: Brabham

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Barnett	✓		
Peace	✓		
Morgan	✓		
Cashion	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.

Amendment No. 2

TO

GENERAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF CLINTON

AND

ABMB ENGINEERS, INCORPORATED

WHEREAS, the City of Clinton (CITY) and ABMB Engineers, Incorporated (ENGINEER) entered into an Agreement of General Engineering Services, hereinafter referred to as the "Agreement", on July 18, 2002, said Agreement for the performance of professional engineering services by the ENGINEER for general consultation to the CITY.

WHEREAS, the rate schedule included in Exhibit "A" of the Agreement reflects the ENGINEER'S rate schedule at the time of the execution of the Agreement and subsequently with Amendment No. 1 dated July 19, 2006; and

WHEREAS, the ENGINEER desires to modify the fee schedule included in the Agreement to reflect their current rate schedule of ENGINEER for professional services; and

WHEREAS, the CITY desires to continue to use the ENGINEER'S services as provided in the Agreement, and generally agrees that the rates in the Agreement should be modified to reflect the ENGINEER's current rate schedule.

NOW, THEREFORE, it is agreed by the between the parties hereto to amend the Agreement as set forth herein to incorporate the revised fee schedule specified herein.

1. Exhibit "A" to the Agreement, Compensation for Professional Services, is hereby amended to provide compensation to the ENGINEER at the hourly rates contained in the attached Exhibit A – "ABMB ENGINEERS, INC., - 2010 RATE SCHEDULE FOR PROFESSIONAL SERVICES."

EXCEPT as amended herein, the original Agreement shall remain in full force and effect. This 19th day of October, 2010.

CITY OF CLINTON, MISSISSIPPI

Rosemary G. Aultman

Mayor

ATTEST:

Russell L Wall

ABMB ENGINEERS, INCORPORATED

John E. McKee, Jr., PE
Managing Principal

ATTEST:

Mississippi Offices
Fee Schedule - Summary
July 31, 2010

Labor	Base Rate	1.4842% Audited MDOT Rates @ 12% Profit	1.4842% Audited MDOT Rates @ 15% Profit	Private Client Rate (Preferred)
Principal	$79.23	$ 220.45	$ 226.36	$230.00
Supervisor	$61.50	$ 171.11	$ 175.70	$185.00
CFI Specialist	$75.00	$ 208.67	$ 214.26	$225.00
Real Estate Professional	$51.45	$ 143.15	$ 146.98	$155.00
Professional Engineer	$45.57	$ 126.79	$ 130.19	$132.00
Professional Land Surveryor	$39.29	$ 109.32	$ 112.24	$115.00
Engineer Intern	$29.01	$ 80.71	$ 82.88	$81.00
Landscape Architect	$25.85	$ 71.92	$ 73.85	$73.00
Senior Technician	$34.85	$ 96.96	$ 99.56	$100.00
CADD Technician	$23.91	$ 66.52	$ 68.31	$69.00
Senior GIS Analyst	$32.65	$ 90.84	$ 93.28	$112.00
Survey CADD Technician	$16.75	$ 46.60	$ 47.85	$48.00
CADD Drafter	$16.75	$ 46.60	$ 47.85	$48.00
Inspector	$21.89	$ 60.90	$ 62.54	$63.00
Survey Party Chief	$23.33	$ 64.91	$ 66.65	$61.00
Survey Instrument Man	$14.50	$ 40.34	$ 41.42	$43.00
Survey Rodman	$10.83	$ 30.13	$ 30.94	$35.00
Administrative	$43.71	$ 121.61	$ 124.87	$125.00
Clerical	$19.82	$ 55.15	$ 56.62	$50.00

Units				
2-Man Survey Crew	$37.83	$ 105.25	$ 110.89	$105.00
3-Man Survey Crew	$48.66	$ 135.39	$ 142.64	$140.00
4-Man Survey Crew	$63.16	$ 175.73	$ 185.14	$182.00
Travel/Mileage	$0.550	$0.550	$0.550	$0.550
Per Diem	$85.00	$85.00	$85.00	$85.00
Survey Vehicle Mileage	$0.550	$0.550	$0.550	$0.55

Current LDOTD Overhead Rate = 142.46%
Current MDOT Overhead Rate = 148%

CITY OF CLINTON AGENDA ITEM FACT SHEET0

BOARD MEETING DATE: October 19, 2010 AGENDA ITEM NO. 11

CONSENT AGENDA: TO:

FOR:

ACCT.

DISCUSSION/ACTION: Letter of Proposal for Traffic Signalization Study/Fairmont Street at Clinton Parkway

INTRODUCED BY: Richard L. Broome, City Engineer TELEPHONE: 601-925-6102

EXHIBITS FOR REVIEW:

Minutes	Invoice	Other:
Ordinance	Plans, Maps	
Resolution	Contract	

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Cashion

SECONDED BY: Morgan

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Barnett	✓		
Peace	✓		
Morgan	✓		
Cashion	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.

ABMB 25 ENGINEERS, INC.

September 30, 2010

Mr. Richard Broome, P.E., City Engineer
City of Clinton Engineering Department
P.O. Box 156
Clinton, Mississippi 39060

**Subject: Letter of Proposal for Traffic Signalization Study
Fairmont Street @ Clinton Parkway**

Dear Mr Broome:

I am pleased to present you with this letter of proposal for performing a traffic study at the subject location. The specific components of the study are described below.

Task No.	Description
1.0	Process traffic volume data (count services provided by City of Clinton)
2.0	Perform Traffic Signal Warrants Analysis
3.0	Analyze Levels of Service for Existing Geometry
4.0	Develop Geometry Recommendations for 2035 Design Year.
5.0	Develop Estimate of Probable Cost for Construction
6.0	Provide Technical Memorandum of Results and Recommendations.

The cost for this work will be $ 2,650. Please let me know if additional clarifications for any of the items contained in this Letter of Proposal are needed.

Please sign below and return a copy of this letter to me if this approach and cost is acceptable.

Sincerely,
ABMB Engineers, Inc.

John E. McKee, Jr., P.E., PLS
Managing Principal

Accepted:
City of Clinton

Mr. Richard Broome, P.E. Date
City Engineer

WG
K

ENGINEERS & SURVEYORS

October 19, 2010

Richard Broome, P.E., City Engineer
City of Clinton
Post Office Box 156
Clinton, MS 39056

Re: City of Clinton
2010 NRCS EWP Drainage Improvements
WGK# E2010-251-00 C4.0

Dear Richard:

We have reviewed the Bid Proposals for the referenced project and enclosed a Certified Bid Tabulation of same. Southern Rock LLC submitted the lowest and best bid at $99,107.50 and we recommend award to them subject to the acquisition of the easements and approval of the City of Clinton Board.

Sincerely:

WGK, Inc.

WSG

William S. (Bill) Gilliland
Sr. Project Manager

enclosure

Pc: Shannon McCarty, NRCS w/enclosure
Edmond Turange, Southern Rock LLC w/enclosure

CERTIFIED TABULATION OF BIDS
Owner's Name: City of Clinton
Project Name: 2010 EWP Drainage Improvements
Bid Date: October 19, 2010
WGK No.: 2010-251-00

ITEM NO.	DESCRIPTION	EST QTY	ITEM UNIT	Southern Rock, LLC 1576 Old Fannin Road Brandon, MS 39047 UNIT PRICE	TOTAL PRICE	Birdsong Construction Co Inc P O Box 2235 Clinton, MS 39060 UNIT PRICE	TOTAL PRICE	Anderson Contracting LLC 222 Clunan Lane Yazoo City, MS 39194 UNIT PRICE	TOTAL PRICE
01570-1	Traffic Control	1	LS	$ 12,650.00	$ 12,650.00	$ 9,375.00	$ 9,375.00	$ 2,895.00	$ 2,895.00
02102-1	Clearing and Grubbing	0.05	ACRE	$ 15,000.00	$ 750.00	$ 61,875.00	$ 3,093.75	$ 2,000.00	$ 100.00 *
02102-2	Debris Removal & Disposal	15	CY	$ 25.00	$ 375.00	$ 35.00	$ 525.00	$ 9.30	$ 139.50
02200-1	Unclassified Excavation (FM)	75	CY	$ 5.00	$ 375.00	$ 13.75	$ 1,031.25	$ 4.10	$ 307.50
02200-2	Contractor Furnished Borrow (LVM)	420	CY	$ 10.00	$ 4,200.00	$ 35.49	$ 14,905.80	$ 23.15	$ 9,723.00
02200-3	SS-2 Inlet	2	EA	$ 2,250.00	$ 4,500.00	$ 2,453.13	$ 4,906.26	$ 2,315.00	$ 4,630.00
02525-1	36" x 60" Catch Basin	5	EA	$ 2,600.00	$ 13,000.00	$ 2,312.50	$ 11,562.50	$ 2,605.00	$ 13,025.00
02525-2	35" x 23" Conc. Arch Drainage Pipe	531	LF	$ 75.00	$ 39,825.00	$ 68.82	$ 36,543.42	$ 98.50	$ 52,303.50
02525-3	35" x 23" Arch FES	1	EA	$ 950.00	$ 950.00	$ 979.69	$ 979.69	$ 1,140.00	$ 1,140.00
02525-4	Remove Exist. 18" RCP & 2 - 18" FES	56	LF	$ 15.00	$ 840.00	$ 24.27	$ 1,359.12	$ 11.60	$ 649.60
02525-5	Concrete Collar	1	EA	$ 750.00	$ 750.00	$ 1,125.00	$ 1,125.00	$ 1,160.00	$ 1,160.00
02540-1	Erosion Control (Seeding, Fertilizing, Mulching)	0.05	ACRE	$ 8,000.00	$ 400.00	$ 9,000.00	$ 450.00	$ 700.00	$ 35.00 *
02540-2	Silt Fence	130	LF	$ 2.50	$ 325.00	$ 6.25	$ 812.50	$ 3.00	$ 390.00
02540-3	Hay Bales	20	EA	$ 9.00	$ 180.00	$ 18.75	$ 375.00	$ 17.50	$ 350.00
02621-1	Asphalt Drive Repair	33	TONS	$ 100.00	$ 3,300.00	$ 237.50	$ 7,837.50	$ 235.00	$ 7,755.00
03301-1	Concrete Curb and Gutter	3	CY	$ 300.00	$ 900.00	$ 375.00	$ 1,125.00	$ 420.00	$ 1,260.00
03301-2	New Reinforced Conc. Ditch	30	CY	$ 490.00	$ 14,700.00	$ 375.00	$ 11,250.00	$ 420.00	$ 12,600.00
03301-3	Saw Cut Conc. Ditch, Swales (6" Full Depth)	145	LF	$ 7.50	$ 1,087.50	$ 10.00	$ 1,450.00	$ 8.25	$ 1,196.25
	TOTAL BASE BID				$ 99,107.50		$ 108,706.79		$ 109,659.35 *

ITEM NO.	Bulldog Construction Co Inc P O Box 1936 Madison, MS 39130 UNIT PRICE	TOTAL PRICE	Coleman Construction P O Box 266 Wesson, MS 39191 UNIT PRICE	TOTAL PRICE	Greenbriar Digging Service 1941 Highway 550 NW Sbrookhaven, MS 39601 UNIT PRICE	TOTAL PRICE
01570-1	$ 7,500.00	$ 7,500.00	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00
02102-1	$ 60,000.00	$ 3,000.00	$ 100,000.00	$ 5,000.00	$ 5,000.00	$ 250.00
02102-2	$ 150.00	$ 2,250.00	$ 100.00	$ 1,500.00	$ 25.00	$ 375.00
02200-1	$ 30.00	$ 2,250.00	$ 20.00	$ 1,500.00	$ 20.00	$ 1,500.00
02200-2	$ 18.00	$ 7,560.00	$ 25.00	$ 10,500.00	$ 25.00	$ 10,500.00
02200-3	$ 2,300.00	$ 4,600.00	$ 3,500.00	$ 7,000.00	$ 4,000.00	$ 8,000.00
02525-1	$ 2,000.00	$ 10,000.00	$ 3,500.00	$ 17,500.00	$ 5,000.00	$ 25,000.00
02525-2	$ 110.00	$ 58,410.00	$ 75.00	$ 39,825.00	$ 100.00	$ 53,100.00
02525-3	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 2,500.00	$ 1,500.00	$ 1,500.00
02525-4	$ 65.00	$ 3,640.00	$ 100.00	$ 5,600.00	$ 20.00	$ 1,120.00
02525-5	$ 500.00	$ 500.00	$ 2,000.00	$ 2,000.00	$ 1,500.00	$ 1,500.00
02540-1	$ 70,000.00	$ 3,500.00	$ 100,000.00	$ 5,000.00	$ 2,500.00	$ 125.00
02540-2	$ 6.00	$ 780.00	$ 5.00	$ 650.00	$ 2.00	$ 260.00
02540-3	$ 12.00	$ 240.00	$ 50.00	$ 1,000.00	$ 5.00	$ 100.00
02621-1	$ 150.00	$ 4,950.00	$ 200.00	$ 6,600.00	$ 150.00	$ 4,950.00
03301-1	$ 500.00	$ 1,500.00	$ 500.00	$ 1,500.00	$ 300.00	$ 900.00
03301-2	$ 400.00	$ 12,000.00	$ 500.00	$ 15,000.00	$ 650.00	$ 19,500.00
03301-3	$ 8.00	$ 1,160.00	$ 10.00	$ 1,450.00	$ 10.00	$ 1,450.00
TOTAL BASE BID		$ 125,340.00		$ 134,125.00		$ 135,130.00

ITEM NO.	Dirtworks Inc 5737 Hwy 61 North Vicksburg, MS 39183		Colom Construction Co Inc P O Box 414 Ripley, MS 38663 UNIT PRICE	TOTAL PRICE	Unicon, Inc 976 Hwy 469 N Pearl, MS 39208 UNIT PRICE	TOTAL PRICE
01570-1	$ 18,000.00	$ 18,000.00	$ 15,000.00	$ 15,000.00	$ 8,300.00	$ 8,300.00
02102-1	$ 30,000.00	$ 1,500.00	$ 15,000.00	$ 750.00	$ 19,000.00	$ 950.00
02102-2	$ 140.00	$ 2,100.00	$ 40.00	$ 600.00	$ 23.00	$ 345.00
02200-1	$ 30.00	$ 2,250.00	$ 10.00	$ 750.00	$ 6.00	$ 450.00
02200-2	$ 30.00	$ 12,600.00	$ 25.00	$ 10,500.00	$ 26.00	$ 10,920.00
02200-3	$ 3,600.00	$ 7,200.00	$ 5,000.00	$ 10,000.00	$ 2,950.00	$ 5,900.00
02525-1	$ 3,800.00	$ 19,000.00	$ 10,000.00	$ 50,000.00	$ 3,750.00	$ 18,750.00
02525-2	$ 100.00	$ 53,100.00	$ 75.00	$ 39,825.00	$ 91.00	$ 48,321.00
02525-3	$ 1,000.00	$ 1,000.00	$ 2,500.00	$ 2,500.00	$ 1,150.00	$ 1,150.00
02525-4	$ 20.00	$ 1,120.00	$ 15.00	$ 840.00	$ 35.00	$ 1,960.00
02525-5	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00	$ 365.00	$ 365.00
02540-1	$ 10,000.00	$ 500.00	$ 15,000.00	$ 750.00	$ 11,750.00	$ 587.50
02540-2	$ 1.00	$ 130.00	$ 5.00	$ 650.00	$ 3.50	$ 455.00
02540-3	$ 10.00	$ 200.00	$ 15.00	$ 300.00	$ 17.50	$ 350.00
02621-1	$ 200.00	$ 6,600.00	$ 250.00	$ 8,250.00	$ 235.00	$ 7,755.00
03301-1	$ 450.00	$ 1,350.00	$ 1,400.00	$ 4,200.00	$ 530.00	$ 1,590.00
03301-2	$ 550.00	$ 16,500.00	$ 450.00	$ 13,500.00	$ 1,650.00	$ 49,500.00
03301-3	$ 8.00	$ 1,160.00	$ 10.00	$ 1,450.00	$ 41.00	$ 5,945.00
TOTAL BASE BID		$ 145,310.00		$ 161,365.00		$ 163,593.50

*Corrected mathematical error

This is a certified tabulation of the bids received on October 19, 2010 for the City of Clinton.

Signed: Bill Owen, P. E.

BILLY WAYNE OWEN
REGISTERED PROFESSIONAL ENGINEER
11413
STATE OF MISSISSIPPI

WGK
WGK, INC.
ENGINEERS & SURVEYORS