

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, SEPTEMBER 21, 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 Cashion followed by the pledge of allegiance to the flag led by Alderman Brabham.

ROLL CALL City Clerk, Russell Wall

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

Absent: Tony Greer – Alderman Ward 2
 Mike Morgan – Alderman Ward 5

APPROVAL OF CONSENT AGENDA ITEMS A – K

MOTION made by Alderman Cashion and **SECONDED** by Alderman Brabham to approve the Consent Agenda Items A-K. Item C will serve to advertise favorably the opportunities, possibilities, and resources of the City of Clinton. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 1504 ROSEMONT

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Brabham and **SECONDED** by Alderwoman Peace the board approved a resolution determining the necessity for the cleaning of private property located at 1504 Rosemont, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended and other applicable statutes and ordinances. The board after a finding of fact directed the Director of the Community Development Department to use all procedures and processes including issuing citations to have this property cleaned. A public hearing was held and no one representing the property owner was present. No one from the public had any comments. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 119 SUMNER HILL INOPERABLE VEHICLES

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Cashion the board approved a resolution determining the necessity for the removal of inoperable vehicles from private property located at 119 Sumner Hill Drive, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended and other applicable statutes and ordinances. The board after a finding of fact directed the Director of the Community Development Department to use all procedures and processes including issuing citations to have these vehicles removed from the property. A public hearing was held and the owner Margaret Gray explained that the cars could be started; however she did not have the money to make them street legal. She also stated that one of the cars belonged to her son who lived in Kentucky and that he was supposed to send her the keys to move the car. Also, one of the cars was supposed to be moved, however she was not sure when. No one from the public had any comments. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPOINT ROBERT TOUCHSTONE BUILDING OFFICIAL AND FLOODPLAIN MANAGER FOR THE CITY OF CLINTON, MISSISSIPPI

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Barnett and **SECONDED** by Alderwoman Peace the board approved the appointment of Robert Touchstone as Building Official and Floodplain Manager for the City of Clinton, Mississippi. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE APPOINTMENT OF RAMEY FORD TO THE PARKS AND RECREATION ADVISORY BOARD

Upon presentation by Jehu Brabham, Alderman-at-Large, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Hisaw the board approved the appointment of Ramey Ford to the Parks and Recreation Advisory Board. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF AMENDMENT NUMBER 8 TO THE PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION FOR THE CITY OF CLINTON MEDICAL AND DENTAL EMPLOYEE BENEFIT PLAN

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderwoman Peace the board approved Amendment Number 8 to the Plan Document and Summary Plan Description for the City of Clinton Medical and Dental Employee Benefit Plan. **MOTION CARRIED UNANIMOUSLY**

**RECEIVE THE CERTIFICATE OF ATTENDANCE FOR TAMRA MORGAN
ATTENDING THE MUNICIPAL COURT CLERKS STATEWIDE FALL SEMINAR**

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Barnett the board received the Certificate of Attendance for Tamra Morgan attending the Municipal Court Clerks Statewide Fall Seminar. **MOTION CARRIED UNANIMOUSLY**

**APPROVE A CONTRACT FOR SERVICES BETWEEN THE CITY OF CLINTON,
MISSISSIPPI AND CENTRAL SERVICE ASSOCIATION TO PRINT AND MAIL
WATER BILLS EACH MONTH**

This item was removed from the agenda and no action was taken.

**CONSIDERATION OF BIDS FOR THE PINEHAVEN AND MCRAVEN ROAD
WATER IMPROVEMENT PROJECT**

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Barnett and **SECONDED** by Alderwoman Peace the board approved the bid from Greenbriar Digging Service, LP of \$309,350.00 as being the lowest and best bid for the Pinehaven and McRaven Road Water Improvement Project. The bids are on file with the City Engineer. **MOTION CARRIED UNANIMOUSLY**

**CONSIDERATION OF BIDS FOR THE WATER TANK REHABILITATION
PROJECT**

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham the board approved the bid from Tank Pro, Inc. of \$348,680.00 as being the lowest and best bid for the Water Tank Rehabilitation Project. The bids are on file with the City Engineer. **MOTION CARRIED UNANIMOUSLY**

**APPROVAL OF SUPPLEMENTAL AGREEMENT NUMBER 2 FOR THE
PINEHAVEN DRIVE PROJECT**

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderwoman Peace the board approved supplemental agreement Number 2 for the Pinehaven Drive Project. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF CHANGE ORDER #1 FOR THE RADIO READ METER PROJECT

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Barnett and **SECONDED** by Alderwoman Peace the board approved Change Order #1 for the Radio Read Meter Project. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF CHANGE ORDER #2 FOR THE 2009 SRF WASTEWATER SYSTEM IMPROVEMENTS (SLUDGE REMOVAL) PROJECT

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderwoman Peace the board approved Change Order #2 for the 2009 SRF Wastewater System Improvements (Sludge Removal) Project. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A PREVENTIVE MAINTENANCE AGREEMENT FOR THE QUISENBERRY LIBRARY BETWEEN THE CITY OF CLINTON, MISSISSIPPI AND METRO-BALL BUILDING SERVICES

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Cashion the board approved a preventive maintenance agreement for the Quisenberry Library between the City of Clinton, Mississippi and Metro-Ball Building Services. The agreement is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

WATER AND SEWER EASEMENTS AT SHADY SPRINGS MANUFACTURED HOME COMMUNITY LOCATED AT NORTH MCRAVEN ROAD

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Brabham the board approved authorizing the Mayor to sign Water and Sewer easements at Shady Springs Manufactured Home Community located at North McRaven Road. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:47 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Hisaw to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held on October 5, 2010 at 7:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVED: Rosemary S. Aultman
Rosemary Aultman, Mayor

September 22, 2010
Date

ATTEST: Russell L. Wall
Russell L. Wall, City Clerk

September 22, 2010
Date



RESOLUTION FOR UNKEMPT PROPERTY IN THE CITY OF CLINTON, MS

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 1504 Rosemont, Clinton, Mississippi, and after full consideration of the matter, Alderman BANKHART Offered the following Resolution:

Resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, determining the necessity for the cleaning of private property located at 1504 Rosemont, Clinton, Mississippi, under the Authority granted to Municipalities by Section 21-91-11, Mississippi Code of 1972 as Amended, and other applicable Statutes and Ordinances.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 1504 Rosemont, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required Section 21-19-11 of the Miss. Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m., September 21, 2010, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of Community Development is directed to take such action as appropriate under Section 21-19-11 of the Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, cut weeds and grass, remove trash and debris, dilapidated buildings and fences, and demolish the single family dwelling..

NOW BE IT RESOVLED, by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, as follows:

1. It is hereby adjudicated that the property located at 1504 Rosemont, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statues and ordinances, cut weeds and grass, remove trash and debris, dilapidated buildings and fences, and demolish the single family dwelling.

3. The Director of Community Development is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the City of Clinton, Mississippi, may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

A Motion for adoption was seconded by ALDERWOMAN PEALE and the foregoing having been first reduced to writing, and no request by the Mayor or any member of the Board of Aldermen that it be read by the City Clerk, before the vote was taken, it was submitted to the Board of Aldermen for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted:	<u>AYE</u>
Alderman Hisaw voted:	<u>AYE</u>
Alderman Greer voted:	<u>ABSENT</u>
Alderman Barnett voted:	<u>AYE</u>
Alderwoman Peace voted:	<u>AYE</u>
Alderman Morgan voted:	<u>ABSENT</u>
Alderman Cashion voted:	<u>AYE</u>

Whereupon the Mayor declared the Motion carried and the Resolution approved and adopted.

The foregoing Resolution was approved this the 21st day of SEPTEMBER 2010.

CITY OF CLINTON

BY: Rosemary G. Aultman
ROSEMARY G. AULTMAN, Mayor

ATTEST:

Russell L. Wall
RUSSELL L. WALL, City Clerk



RESOLUTION FOR UNKEMPT PROPERTY IN THE CITY OF CLINTON, MS

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 119 Sumner Hill, Clinton, Mississippi, and after full consideration of the matter, Alderman Banbham Offered the following Resolution:

Resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, determining the necessity for the cleaning of private property located at 119 Sumner Hill, Clinton, Mississippi, under the Authority granted to Municipalities by Section 21-91-11, Mississippi Code of 1972 as Amended, and other applicable Statutes and Ordinances.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 119 Sumner Hill, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required Section 21-19-11 of the Miss. Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m., September 21, 2010, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of Community Development is directed to take such action as appropriate under Section 21-19-11 of the Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, remove inoperable vehicles. Inoperable vehicles are those vehicles that cannot move under its power or do not have current State license plates and inspection stickers.

NOW BE IT RESOVLED, by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, as follows:

1. It is hereby adjudicated that the property located at 119 Sumner Hill, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances remove inoperable vehicles. Inoperable are those vehicle are those vehicles that cannot move under its power or do not have current State license plates and inspection stickers.

3. The Director of Community Development is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the City of Clinton, Mississippi, may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

A Motion for adoption was seconded by Alderman Cashion and the foregoing having been first reduced to writing, and no request by the Mayor or any member of the Board of Aldermen that it be read by the City Clerk, before the vote was taken, it was submitted to the Board of Aldermen for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted:	<u>AYE</u>
Alderman Hisaw voted:	<u>AYE</u>
Alderman Greer voted:	<u>ABSENT</u>
Alderman Barnett voted:	<u>AYE</u>
Alderwoman Peace voted:	<u>AYE</u>
Alderman Morgan voted:	<u>ABSENT</u>
Alderman Cashion voted:	<u>AYE</u>

Whereupon the Mayor declared the Motion carried and the Resolution approved and adopted.

The foregoing Resolution was approved this the 21st day of SEPTEMBER 2010.

CITY OF CLINTON
BY: Rosemary G. Aultman
ROSEMARY G. AULTMAN, Mayor

ATTEST:

Russell L. Wall
RUSSELL L. WALL, City Clerk







CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: September 21, 2010

AGENDA ITEM NO. //

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Approval of Amendment Number 8 to the Plan Document and Summary Plan Description for the City of Clinton Medical and Dental Employee Benefit Plan.

INTRODUCED BY: Russell Wall, City Clerk

BOARD ACTION:

MOTION MADE BY: Hisaw

SECONDED BY: Peace

<u>VOTE CAST:</u> <u>TAKEN:</u>	<u>"AYE"</u>	<u>"NAY"</u>	<u>ACTION</u>
Brabham	<u>✓</u>	<u> </u>	<u> </u>
Hisaw	<u>✓</u>	<u> </u>	<u> </u>
Greer	<u>A</u>	<u> </u>	<u> </u>
Barnett	<u>✓</u>	<u> </u>	<u> </u>
Peace	<u>✓</u>	<u> </u>	<u> </u>
Morgan	<u>A</u>	<u> </u>	<u> </u>
Cashion	<u>✓</u>	<u> </u>	<u> </u>
Mayor Aultman	<u> </u>	<u> </u>	<u> </u>

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 GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

AMENDMENT NO. 8

TO THE Plan Document And Summary Plan Description For City of Clinton Medical and Dental Employee Benefit Plan

By this agreement, the City of Clinton Medical and Dental Employee Benefit Plan is hereby amended effective August 1, 2010 as follows:

1. The Section entitled: Schedule of Benefits is modified to:

- a) Cover Mental Disorders and Substance Abuse same as medical & surgical benefits: *The purpose of this change is to increase this Plan's Mental Disorders benefits under the Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA) and to eliminate the Plan's Substance Abuse benefits.*

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
MENTAL NERVOUS CARE		
Inpatient Hospital	80% after calendar year deductible	50% of R&C after calendar year deductible
Outpatient Hospital	80% after calendar year deductible	50% of R&C after calendar year deductible
Physician Services	80% after calendar year deductible	50% of R&C after calendar year deductible
	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
SUBSTANCE ABUSE CARE		
Inpatient Hospital	80% after calendar year deductible	50% of R&C after calendar year deductible
Outpatient Hospital	80% after calendar year deductible	50% of R&C after calendar year deductible
Physician Office Services	80% after calendar year deductible	50% of R&C after calendar year deductible

4. The Section entitled Responsibilities for Plan Administration
Compliance with HIPAA Privacy Standards is modified to add:

Disclosure of Protected Health Information ("PHI") to the Plan Sponsor for Plan Administration Purposes

In order that the *Plan Sponsor* may receive and use *PHI* for *Plan Administration* purposes, the *Plan Sponsor* agrees to:

- Notify *participants* of any *PHI* use or disclosure that is inconsistent with the uses or disclosures provided for of which the *Plan Sponsor*, or any *Business Associate* of the *Plan Sponsor* becomes aware, in accordance with the *health breach notification rule* (16 CFR Part 18);
- Notify the Federal Trade Commission of any *PHI* use or disclosure that is inconsistent with the uses or disclosures provided for of which the *Plan Sponsor*, or any *Business Associate* of

the *Plan Sponsor* becomes aware, in accordance with the *health breach notification rule* (16 CFR Part 18);

Disclosure of Electronic Protected Health Information ("Electronic PHI") to the Plan Sponsor for Plan Administration Functions

To enable the *Plan Sponsor* to receive and use *Electronic PHI* for *Plan Administration* functions (as defined in 45 CFR § 164.504(a)), the *Plan Sponsor* agrees to:

- Notify *participants* of any *PHI* Security Incident of which the *Plan Sponsor*, or any *Business Associate* of the *Plan Sponsor* becomes aware, in accordance with the *health breach notification rule* (16 CFR Part 18); and
- Notify the Federal Trade Commission of any *PHI* Security Incident of which the *Plan Sponsor*, or any *Business Associate* of the *Plan Sponsor* becomes aware, in accordance with the *health breach notification rule* (16 CFR Part 18).

5. The Section entitled Defined Terms is modified to add:

"GINA" means the Genetic Information Nondiscrimination Act of 2008 (Public Law No. 110-233), which prohibits group health plans, issuers of individual health care policies, and employers from discriminating on the basis of genetic information.

The term "genetic information" means, with respect to any individual, information about:

- Such individual's genetic tests;
- The genetic tests of family members of such individual; and
- The manifestation of a disease or disorder in family members of such individual.

The term "genetic information" includes participating in clinical research involving genetic services.

Genetic tests would include analysis of human DNA, RNA, chromosomes, proteins, or metabolite that detect genotypes, mutations, or chromosomal changes.

Therefore, this Plan will not discriminate in any manner with its participants on the basis of such genetic information.

Health Breach Notification Rule shall mean 16 CFR Part 318.

Disclosure of Protected Health Information ("PHI") to the Plan Sponsor for Plan Administration Purposes

In order that the *Plan Sponsor* may receive and use *PHI* for *Plan Administration* purposes, the *Plan Sponsor* agrees to:

- Notify *participants* of any *PHI* use or disclosure that is inconsistent with the uses or disclosures provided for of which the *Plan Sponsor*, or any *Business Associate* of the *Plan Sponsor* becomes aware, in accordance with the *health breach notification rule* (16 CFR Part 18);
- Notify the Federal Trade Commission of any *PHI* use or disclosure that is inconsistent with the uses or disclosures provided for of which the *Plan Sponsor*, or any *Business Associate* of the *Plan Sponsor* becomes aware, in accordance with the *health breach notification rule* (16 CFR Part 18);

Disclosure of Electronic Protected Health Information ("Electronic PHI") to the Plan Sponsor for Plan Administration Functions

To enable the *Plan Sponsor* to receive and use *Electronic PHI* for *Plan Administration* functions (as defined in 45 CFR § 164.504(a)), the *Plan Sponsor* agrees to:

- Notify *participants* of any *PHI* Security Incident of which the *Plan Sponsor*, or any *Business Associate* of the *Plan Sponsor* becomes aware, in accordance with the *health breach notification rule* (16 CFR Part 18); and
- Notify the Federal Trade Commission of any *PHI* Security Incident of which the *Plan Sponsor*, or any *Business Associate* of the *Plan Sponsor* becomes aware, in accordance with the *health breach notification rule* (16 CFR Part 18).

Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA) In the case of a group health plan (or health insurance coverage offered in connection with such a plan) that provides both medical and surgical benefits and mental health or substance use disorder benefits, such plan or coverage shall ensure that—

(i) the financial requirements applicable to such mental health or substance use disorder benefits are no more restrictive than the predominant financial requirements applied to substantially all medical and surgical benefits covered by the plan (or coverage), and there are no separate cost sharing requirements that are applicable only with respect to mental health or substance use disorder benefits, *if these benefits are covered by the group health plan* (or health insurance coverage offered in connection with such a plan); and

(ii) the treatment limitations applicable to such mental health or substance use disorder benefits are no more restrictive than the predominant treatment limitations applied to substantially all medical and surgical benefits covered by the plan (or coverage) and there are no separate treatment limitations that are applicable only with respect to mental health or substance use disorder benefits, if these benefits are covered by the group health plan (or health insurance coverage offered in connection with such a plan).

The Plan Document and Summary Plan Description will be amended to reflect this change. All other terms and conditions of the Plan which are not affected by this Amendment are unchanged.

IN WITNESS WHEREOF, this Agreement has been executed this 21ST day of SEPTEMBER, 2010.

BY:

Rosemary S. Aultman
Signature

ROSEMARY S. AULTMAN, MAYOR
Name/Title

WITNESSED BY:

Russell L. Wall
RUSSELL L. WALL, City Clerk



CERTIFICATE OF RESOLUTION

The undersigned RUSSELL L. WALL, City Clerk [Title] of City of Clinton hereby certifies that the following resolution was duly adopted by the board of directors on, September 21, 2010 [Date] and that such resolution has not been modified or rescinded as of the date hereof;

RESOLVED, that Amendment Number 8 to the City of Clinton Medical and Dental Employee Benefit Plan effective August 1, 2010, presented to this meeting is hereby approved and adopted and that the proper officers of the Corporation are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the amendment.

RESOLVED, that the proper officers of the Corporation shall act as soon as possible to notify employees of the Corporation of the adoption of this Amendment Number 8 to the City of Clinton Medical and Dental Employee Benefit Plan by delivering to each employee a copy of the summary description of the changes to the Plan in the form of the Summary Plan Description - Material Modification.

The undersigned further certifies that attached hereto are true copies of Amendment Number 8 to City of Clinton Medical and Dental Employee Benefit Plan approved and adopted in the foregoing resolutions.

Russell L. Wall Signature
RUSSELL L. WALL, City Clerk Name/Title





Certificate of Attendance

The University of Mississippi Law Center
Awards this Certificate to

Tamra Morgan

for having attended the
Municipal Court Clerks Statewide Seminar
Golden Moon ~ Choctaw, Mississippi
September 9-10, 2010

conducted by the
Mississippi Judicial College


Program Manager


Director



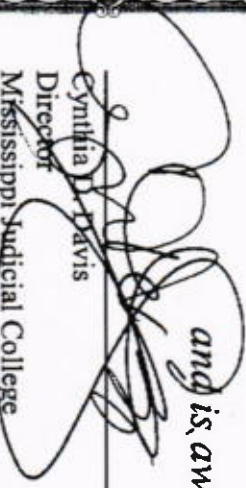
2010 Fall Professional Judicial Development

The Mississippi Judicial College certifies that

TAMRA MORGAN

*Attended the above program
at the Pearl River Resort in Choctaw, Mississippi
on September 8-9, 2010*

*and is awarded Continuing Judicial Education Credits
6 hours*


Cynthia Davis
Director
Mississippi Judicial College
The University of Mississippi Law Center


Linda E. Beasley
Program Manager
Mississippi Judicial College
The University of Mississippi Law Center

BID DATE: 09/14/2010
BID TIME: 10:00 A.M.

CITY OF CLINTON
PINEHAVEN AND MCRAVEN ROAD
WATER IMPROVEMENTS

TABULATION OF BIDS

BID PLACE: 300 Jefferson St.
Clinton, MS

Bidder
Certificate of Responsibility
Surety

Greenbrier Digging Service, LP
04621
Hardford Fire Ins. Co.

Carroll Construction, LLC
18274
Granite Re, Inc.

C.B. Developers, Inc.
12478
Liberty Mutual Ins. Co.

Base Bid - Pinehaven											
ITEM	QUAN.	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	100	LF	Temporary Silt Fence	\$ 2.00	\$ 200.00	\$ 5.00	\$ 500.00	\$ 7.07	\$ 707.00		
2	25	EA	Hay Bales	\$ 5.00	\$ 125.00	\$ 30.00	\$ 750.00	\$ 11.78	\$ 294.50		
3	275	LF	Uncased Bores for 10" PVC	\$ 50.00	\$ 13,750.00	\$ 65.00	\$ 17,875.00	\$ 25.91	\$ 7,125.25		
4	20	LF	14" Steel Casing, Open Cut	\$ 30.00	\$ 600.00	\$ 60.00	\$ 1,200.00	\$ 47.27	\$ 945.40		
5	3,500	LF	10" C900 Class 150 PVC Water Line & Tracer Wire	\$ 14.00	\$ 49,000.00	\$ 14.00	\$ 49,000.00	\$ 15.25	\$ 53,375.00		
6	2	EA	10" Gate Valve Assembly	\$ 1,400.00	\$ 2,800.00	\$ 1,500.00	\$ 3,000.00	\$ 1,590.97	\$ 3,181.94		
7	1	EA	8" Gate Valve Assembly	\$ 800.00	\$ 800.00	\$ 950.00	\$ 950.00	\$ 686.16	\$ 686.16		
8	8	EA	Fire Hydrant Assembly (3-Way)	\$ 2,200.00	\$ 17,600.00	\$ 2,400.00	\$ 19,200.00	\$ 2,907.77	\$ 23,262.16		
10	2,000	LBS	Ductile Iron Fittings	\$ 3.50	\$ 7,000.00	\$ 3.50	\$ 7,000.00	\$ 4.53	\$ 9,060.00		
11	1	EA	Tie Existing 16" to New 10"	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 5,064.78	\$ 5,064.78		
12	50	EA	1.5" Service Assembly (No Meter Required)	\$ 450.00	\$ 450.00	\$ 500.00	\$ 500.00	\$ 691.64	\$ 691.64		
13	1	LF	1.5 HDPE Service Line (200 PSI WP)	\$ 3.00	\$ 150.00	\$ 5.00	\$ 250.00	\$ 3.78	\$ 188.00		
14	10	CY	Testing & Disinfection of Water System	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,295.64	\$ 1,295.64		
15	10	TON	Select Backfill (LYM)	\$ 10.00	\$ 100.00	\$ 45.00	\$ 450.00	\$ 23.56	\$ 235.60		
16	1	LS	Crushed Limestone (No. 610)	\$ 40.00	\$ 400.00	\$ 55.00	\$ 550.00	\$ 53.00	\$ 530.00		
17	1	LS	Site Repairs	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,355.71	\$ 2,355.71		
18	1	LS	Site Restoration	\$ 4,000.00	\$ 4,000.00	\$ 7,500.00	\$ 7,500.00	\$ 2,355.71	\$ 2,355.71		
			Utility Allowance	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00		
Total Base Bid - Pinehaven					\$ 102,276.00		\$ 117,375.00		\$ 113,364.49		

BID DATE: 09/14/2010
BID TIME: 10:00 A.M.

CITY OF CLINTON
PINEHAVEN AND McRAVEN ROAD
WATER IMPROVEMENTS

TABULATION OF BIDS

BID PLACE: 300 Jefferson St.
Clinton, MS

Base Bid - McRaven Road											
ITEM	QUAN.	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	1	LS	Mobilization	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00	\$ 7,762.07	\$ 7,762.07		
2	100	LF	Temporary Silt Fence	\$ 2.00	\$ 200.00	\$ 5.00	\$ 500.00	\$ 4.12	\$ 412.00		
3	25	EA	Hay Bales	\$ 5.00	\$ 125.00	\$ 30.00	\$ 750.00	\$ 11.78	\$ 294.50		
4	110	LF	4" C900 Class 150 PVC Water Line	\$ 7.00	\$ 770.00	\$ 10.00	\$ 1,100.00	\$ 11.47	\$ 1,261.70		
5	950	LF	6" C900 Class 150 PVC Water Line & Tracer Wire	\$ 10.00	\$ 9,500.00	\$ 8.00	\$ 8,550.00	\$ 12.14	\$ 11,533.00		
6	2,500	LF	8" C900 Class 150 PVC Water Line & Tracer Wire	\$ 12.00	\$ 30,000.00	\$ 12.00	\$ 30,000.00	\$ 17.47	\$ 43,675.00		
7	1	EA	4" Gate Valve Assembly	\$ 500.00	\$ 500.00	\$ 900.00	\$ 900.00	\$ 590.69	\$ 590.69		
8	2	EA	8" Gate Valve Assembly	\$ 600.00	\$ 1,200.00	\$ 975.00	\$ 1,950.00	\$ 686.16	\$ 1,372.32		
9	4	EA	8" Gate Valve Assembly	\$ 800.00	\$ 3,600.00	\$ 1,100.00	\$ 4,400.00	\$ 944.46	\$ 3,777.84		
10	8	EA	Fire Hydrant Assembly (3-Way)	\$ 2,200.00	\$ 17,600.00	\$ 2,400.00	\$ 19,200.00	\$ 3,005.77	\$ 24,046.16		
11	2,000	LBS	Ductile Iron Fittings	\$ 3.50	\$ 7,000.00	\$ 3.00	\$ 6,000.00	\$ 5.12	\$ 10,240.00		
12	1	EA	12"x 8" Hot Tap Tie-In w/Gate Valve Assembly	\$ 2,000.00	\$ 2,000.00	\$ 2,900.00	\$ 2,900.00	\$ 3,927.56	\$ 3,927.56		
13	2,000	LF	0.75" HDPE Service Line (200 PSI W/P)	\$ 2.50	\$ 5,000.00	\$ 3.50	\$ 7,000.00	\$ 2.29	\$ 4,580.00		
14	1,500	LF	1.50" HDPE Service Line (200 PSI W/P)	\$ 3.00	\$ 4,500.00	\$ 4.00	\$ 6,000.00	\$ 2.87	\$ 4,305.00		
15	16	EA	0.75" Service Connection to New Main Line	\$ 225.00	\$ 3,600.00	\$ 300.00	\$ 4,800.00	\$ 268.59	\$ 4,313.44		
16	24	EA	1.50" Service Connection to New Main Line	\$ 600.00	\$ 14,400.00	\$ 400.00	\$ 9,600.00	\$ 422.56	\$ 10,141.44		
17	8	EA	New Water Meter Assembly (No Meter Req'd)	\$ 325.00	\$ 2,600.00	\$ 500.00	\$ 4,000.00	\$ 334.57	\$ 2,676.56		
18	66	EA	Tie-In New Meter to Existing Service Line	\$ 50.00	\$ 3,300.00	\$ 200.00	\$ 13,200.00	\$ 326.96	\$ 21,615.68		
19	7	EA	Relocate Existing Water Meter Assembly	\$ 50.00	\$ 350.00	\$ 200.00	\$ 1,400.00	\$ 111.31	\$ 7,346.46		
20	6	EA	Replace Existing Water Meter Box Lid	\$ 20.00	\$ 120.00	\$ 50.00	\$ 300.00	\$ 271.18	\$ 1,888.26		
21	4	EA	Replace Existing Water Meter Box	\$ 25.00	\$ 100.00	\$ 50.00	\$ 200.00	\$ 40.05	\$ 240.30		
22	1	LS	Testing and Disinfection of Water System	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 46.53	\$ 188.12		
23	1	CY	Select Backfill (LVM)	\$ 10.00	\$ 200.00	\$ 25.00	\$ 500.00	\$ 23.56	\$ 471.20		
24	20	TON	Crushed Limestone (No. 610)	\$ 40.00	\$ 2,400.00	\$ 55.00	\$ 3,300.00	\$ 53.00	\$ 3,180.00		
25	80	TON	2" Compacted Asphalt Surface Course	\$ 110.00	\$ 3,300.00	\$ 150.00	\$ 4,500.00	\$ 147.23	\$ 4,416.90		
26	30	LS	Site Repairs	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,844.64	\$ 2,844.64		
27	1	LS	Site Restoration	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00		
28	1	LS	Utility Allowance	\$ 18.00	\$ 1,350.00	\$ 8.00	\$ 600.00	\$ 14.13	\$ 1,059.75		
29	75	LF	Uncased Bore for 4" PVC Line	\$ 40.00	\$ 10,600.00	\$ 10.00	\$ 2,650.00	\$ 21.20	\$ 5,618.00		
30	265	LF	Uncased Bore for 6" & 8" PVC Line	\$ 6.00	\$ 3,060.00	\$ 8.00	\$ 3,080.00	\$ 7.07	\$ 3,605.70		
31	510	LF	Uncased Bore for 0.75" Service Line	\$ 8.00	\$ 4,000.00	\$ 6.00	\$ 3,000.00	\$ 7.07	\$ 3,535.00		
32	500	LF	Uncased Bore for 1.5" Service Line	\$ 70.00	\$ 4,900.00	\$ 75.00	\$ 5,250.00	\$ 82.45	\$ 5,771.50		
33	70	SY	Concrete Paving Removal & Replacement								
Total Base Bid - McRaven					\$ 168,676.00		\$ 182,210.00		\$ 188,099.14		

BID DATE: 09/14/2010
 BID TIME: 10:00 A.M.

CITY OF CLINTON
 PINEHAVEN AND MCRAVEN ROAD
 WATER IMPROVEMENTS

 TABULATION OF BIDS

BID PLACE: 300 Jefferson St.
 Clinton, MS

Total Base Bid (Pinehaven & McRaven)

\$ 270,960.00

\$ 299,585.00

\$ 301,453.83

Alternate A: Uncased Bores

ITEM	QUAN.	UNIT	DESCRIPTION
A1	300	LF	Uncased Bores for 6" Line
A2	735	LF	Uncased Bores for 8" Line

UNIT PRICE	EXTENSION
\$ 30.00	\$ 9,000.00
\$ 40.00	\$ 29,400.00

UNIT PRICE	EXTENSION
\$ 18.00	\$ 5,400.00
\$ 18.00	\$ 13,230.00

UNIT PRICE	EXTENSION
\$ 18.85	\$ 5,655.00
\$ 21.20	\$ 15,582.00

Total Alternate A

\$ 38,400.00

\$ 18,630.00

\$ 21,237.00

Alternate B: Open Cut & Pavement Repair

ITEM	QUAN.	UNIT	DESCRIPTION
B1	50	CY	Select Trench Backfill (LVM)
B2	65	TON	No. 610 Crushed Limestone
B3	40	TON	2" Compacted Asphalt Surface Course

UNIT PRICE	EXTENSION
\$ 40.00	\$ 2,000.00
\$ 150.00	\$ 8,750.00
\$ 250.00	\$ 10,000.00

UNIT PRICE	EXTENSION
\$ 65.00	\$ 3,250.00
\$ 75.00	\$ 4,875.00
\$ 125.00	\$ 5,000.00

UNIT PRICE	EXTENSION
\$ 27.09	\$ 1,354.50
\$ 64.78	\$ 4,210.70
\$ 178.68	\$ 7,067.20

Total Alternate B

\$ 21,760.00

\$ 13,125.00

\$ 12,632.40

Total Base Bid & Additive Alternate A

\$ 309,360.00

\$ 318,215.00

\$ 322,890.63

Total Base Bid & Additive Alternate B

\$ 292,700.00

\$ 312,710.00

\$ 314,086.03

BID DATE: 09/14/2010
BID TIME: 10:00 A.M.

CITY OF CLINTON
PINEHAVEN AND McRAVEN ROAD
WATER IMPROVEMENTS

TABULATION OF BIDS

BID PLACE: 300 Jefferson St.
Clinton, MS

Bidder
Certificate of Responsibility
Surety

Hemphill Construction Co., Inc.
2449
Federal Insurance Co.

Boyd Enterprises of Sandhill
12093
Insurance Co. of the West

Hart's Landscaping & Construction
16920
Granite Re, Inc.

Base Bid - Pinehaven															
ITEM	QUAN.	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	100	LF	Temporary Silt Fence	\$ 1.00	\$ 100.00	\$ 2.50	\$ 250.00	\$ 1.25	\$ 125.00						
2	25	EA	Hay Bales	\$ 3.00	\$ 75.00	\$ 10.00	\$ 250.00	\$ 10.00	\$ 250.00						
3	275	LF	Uncased Bores for 10" PVC	\$ 46.65	\$ 12,828.75	\$ 55.00	\$ 15,125.00	\$ 60.00	\$ 16,500.00						
4	20	LF	14" Steel Casing, Open Cut	\$ 24.75	\$ 495.00	\$ 45.00	\$ 900.00	\$ 45.00	\$ 900.00						
5	3,500	LF	10" C900 Class 150 PVC Water Line & Tracer Wire	\$ 11.90	\$ 41,650.00	\$ 18.00	\$ 63,000.00	\$ 12.00	\$ 42,000.00						
6	2	EA	10" Gate Valve Assembly	\$ 1,260.00	\$ 2,520.00	\$ 1,500.00	\$ 3,000.00	\$ 2,000.00	\$ 4,000.00						
7	1	EA	6" Gate Valve Assembly	\$ 561.00	\$ 561.00	\$ 750.00	\$ 750.00	\$ 875.00	\$ 875.00						
8	8	EA	Fire Hydrant Assembly (3-Way)	\$ 2,180.00	\$ 17,440.00	\$ 2,750.00	\$ 22,000.00	\$ 3,000.00	\$ 24,000.00						
9	2,000	LBS	Ductile Iron Fittings	\$ 7.00	\$ 14,000.00	\$ 5.00	\$ 10,000.00	\$ 5.00	\$ 10,000.00						
10	1	EA	Tie Existing 18" to New 10"	\$ 1,005.00	\$ 1,005.00	\$ 1,500.00	\$ 1,500.00	\$ 4,250.00	\$ 4,250.00						
11	1	EA	1.5" Service Assembly (No Meter Required)	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 900.00	\$ 900.00						
12	50	LF	1.5 HDPE Service Line (200 PSI WP)	\$ 3.00	\$ 150.00	\$ 4.00	\$ 200.00	\$ 6.50	\$ 325.00						
13	10	CY	Testing & Disinfection of Water System	\$ 100.00	\$ 100.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00						
14	10	TON	Select Backfill (LVM)	\$ 5.00	\$ 50.00	\$ 50.00	\$ 500.00	\$ 50.00	\$ 500.00						
15	10	TON	Crushed Limestone (No. 610)	\$ 30.00	\$ 300.00	\$ 75.00	\$ 750.00	\$ 100.00	\$ 1,000.00						
16	1	LS	Site Repairs	\$ 100.00	\$ 100.00	\$ 1,250.00	\$ 1,250.00	\$ 800.00	\$ 800.00						
17	1	LS	Site Restoration	\$ 100.00	\$ 100.00	\$ 2,500.00	\$ 2,500.00	\$ 750.00	\$ 750.00						
18	1	LS	Utility Allowance	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00						
Total Base Bid - Pinehaven				\$ 93,974.76	\$ 126,975.00	\$ 126,975.00	\$ 109,875.00								

**CITY OF CLINTON
PINEHAVEN AND McRAVEN ROAD
WATER IMPROVEMENTS**

BID PLACE: 300 Jefferson St.
Clinton, MS

TABULATION OF BIDS

Base Bid - McRaven Road									
ITEM	QUAN.	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	1	LS	Mobilization	\$ 21,700.00	\$ 21,700.00	\$ 10,000.00	\$ 10,000.00	\$ 59,000.00	\$ 59,000.00
2	100	LF	Temporary Silt Fence	\$ 1.00	\$ 100.00	\$ 2.50	\$ 250.00	\$ 1.25	\$ 125.00
3	25	EA	Hay Bales	\$ 3.00	\$ 75.00	\$ 10.00	\$ 250.00	\$ 10.00	\$ 250.00
4	110	LF	4" C900 Class 150 PVC Water Line	\$ 8.10	\$ 891.00	\$ 10.00	\$ 1,100.00	\$ 10.00	\$ 1,100.00
5	950	LF	6" C900 Class 150 PVC Water Line & Tracer Wire	\$ 10.00	\$ 9,500.00	\$ 12.00	\$ 11,400.00	\$ 11.00	\$ 10,450.00
6	2,500	LF	8" C900 Class 150 PVC Water Line & Tracer Wire	\$ 12.60	\$ 31,500.00	\$ 14.00	\$ 35,000.00	\$ 13.00	\$ 32,500.00
7	1	EA	4" Gate Valve Assembly	\$ 420.00	\$ 420.00	\$ 550.00	\$ 550.00	\$ 750.00	\$ 750.00
8	2	EA	6" Gate Valve Assembly	\$ 500.00	\$ 1,000.00	\$ 650.00	\$ 1,300.00	\$ 875.00	\$ 1,750.00
9	4	EA	8" Gate Valve Assembly	\$ 745.00	\$ 2,980.00	\$ 850.00	\$ 3,400.00	\$ 1,250.00	\$ 5,000.00
10	8	EA	Fire Hydrant Assembly (3-Way)	\$ 2,180.00	\$ 17,440.00	\$ 2,750.00	\$ 22,000.00	\$ 3,000.00	\$ 24,000.00
11	2,000	LBS	Ductile Iron Fittings	\$ 7.00	\$ 14,000.00	\$ 5.00	\$ 10,000.00	\$ 5.00	\$ 10,000.00
12	1	EA	12"x 8" Hot Tap Tie-In w/Gate Valve Assembly	\$ 1,700.00	\$ 1,700.00	\$ 3.00	\$ 8,000.00	\$ 3,000.00	\$ 8,000.00
13	2,000	LF	0.75" HDPE Service Line (200 PSI WP)	\$ 8.85	\$ 17,700.00	\$ 4.00	\$ 8,000.00	\$ 8.50	\$ 17,000.00
14	1,500	EA	1.50" HDPE Service Line (200 PSI WP)	\$ 9.40	\$ 14,100.00	\$ 350.00	\$ 5,250.00	\$ 350.00	\$ 5,250.00
15	16	EA	0.75" Service Connection to New Main Line	\$ 600.00	\$ 9,600.00	\$ 400.00	\$ 6,400.00	\$ 875.00	\$ 14,000.00
16	24	EA	1.50" Service Connection to New Main Line	\$ 287.00	\$ 6,888.00	\$ 150.00	\$ 3,600.00	\$ 250.00	\$ 6,000.00
17	8	EA	New Water Meter Assembly (No Meter Req'd)	\$ 100.00	\$ 800.00	\$ 200.00	\$ 1,600.00	\$ 250.00	\$ 2,000.00
18	8	EA	Tie-In New Meter to Existing Service Line	\$ 100.00	\$ 800.00	\$ 375.00	\$ 3,000.00	\$ 250.00	\$ 2,000.00
19	66	EA	Tie-In Existing Meter to New Service Line	\$ 125.00	\$ 8,250.00	\$ 35.00	\$ 2,325.00	\$ 35.00	\$ 2,325.00
20	7	EA	Relocate Existing Water Meter Assembly	\$ 25.00	\$ 175.00	\$ 100.00	\$ 700.00	\$ 50.00	\$ 350.00
21	8	EA	Replace Existing Water Meter Box Lid	\$ 50.00	\$ 400.00	\$ 2,500.00	\$ 20,000.00	\$ 50.00	\$ 400.00
22	4	EA	Replace Existing Water Meter Box	\$ 50.00	\$ 200.00	\$ 25.00	\$ 100.00	\$ 100.00	\$ 400.00
23	1	LS	Testing and Disinfection of Water System	\$ 5.00	\$ 5.00	\$ 50.00	\$ 50.00	\$ 100.00	\$ 100.00
24	20	CY	Select Backfill (LVM)	\$ 30.00	\$ 600.00	\$ 100.00	\$ 2,000.00	\$ 175.00	\$ 3,500.00
25	60	TON	Crushed Limestone (No. 610)	\$ 80.00	\$ 4,800.00	\$ 2,500.00	\$ 15,000.00	\$ 800.00	\$ 48,000.00
26	30	TON	2" Compacted Asphalt Surface Course	\$ 100.00	\$ 3,000.00	\$ 2,500.00	\$ 7,500.00	\$ 750.00	\$ 22,500.00
27	1	LS	Site Repairs	\$ 100.00	\$ 100.00	\$ 5,000.00	\$ 5,000.00	\$ 22.00	\$ 22.00
28	1	LS	Site Restoration	\$ 19.00	\$ 19.00	\$ 25.00	\$ 25.00	\$ 45.00	\$ 45.00
29	1	LF	Utility Allowance	\$ 60.00	\$ 60.00	\$ 10.00	\$ 10.00	\$ 8.00	\$ 8.00
30	75	LF	Uncased Bore for 4" PVC Line	\$ 20.00	\$ 1,500.00	\$ 12.00	\$ 900.00	\$ 75.00	\$ 5,625.00
31	265	LF	Uncased Bore for 6" & 8" PVC Line	\$ 20.00	\$ 5,300.00	\$ 125.00	\$ 33,125.00	\$ 75.00	\$ 19,875.00
32	510	LF	Uncased Bore for 0.75" Service Line	\$ 20.00	\$ 10,200.00	\$ 12.00	\$ 6,120.00	\$ 8.00	\$ 4,080.00
33	500	LF	Uncased Bore for 1.5" Service Line	\$ 20.00	\$ 10,000.00	\$ 125.00	\$ 62,500.00	\$ 75.00	\$ 37,500.00
34	70	SY	Concrete Paving Removal & Replacement	\$ 10.00	\$ 700.00	\$ 8.750.00	\$ 612.50.00	\$ 5.250.00	\$ 367.50.00
Total Base Bid - McRaven				\$ 214,262.00	\$ 202,710.00	\$ 260,770.00			

BID DATE: 09/14/2010
 BID TIME: 10:00 A.M.

CITY OF CLINTON
 PINEHAVEN AND MCRAVEN ROAD
 WATER IMPROVEMENTS

 TABULATION OF BIDS

BID PLACE: 300 Jefferson St.
 Clinton, MS

Total Base Bid (Pinehaven & McRaven)

\$ 308,226.75 **\$ 328,685.00** **\$ 370,445.00**

Alternate A: Uncased Bore

ITEM	QUAN.	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
A1	300	LF	Uncased Bore for 6" Line	\$ 28.00	\$ 8,400.00	\$ 25.00	\$ 7,500.00	\$ 18.00	\$ 5,400.00
A2	735	LF	Uncased Bore for 8" Line	\$ 37.50	\$ 27,562.50	\$ 30.00	\$ 22,050.00	\$ 24.00	\$ 17,640.00
Total Alternate A					\$ 35,962.50		\$ 29,550.00		\$ 23,040.00

Alternate B: Open Cut & Pavement Repair

ITEM	QUAN.	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
B1	50	CY	Select Trench Backfill (LVM)	\$ 5.00	\$ 250.00	\$ 20.00	\$ 1,000.00	\$ 50.00	\$ 2,500.00
B2	65	TON	No. 610 Crushed Limestone	\$ 61.25	\$ 3,981.25	\$ 55.00	\$ 3,575.00	\$ 100.00	\$ 6,500.00
B3	40	TON	2" Compacted Asphalt Surface Course	\$ 165.00	\$ 6,600.00	\$ 100.00	\$ 4,000.00	\$ 175.00	\$ 7,000.00
Total Alternate B					\$ 10,831.25		\$ 8,575.00		\$ 16,000.00

Total Base Bid & Additive Alternate A

\$ 344,189.25 **\$ 358,235.00** **\$ 393,485.00**

Total Base Bid & Additive Alternate B

\$ 319,068.00 **\$ 337,260.00** **\$ 386,445.00**

BID DATE: 09/14/2010
BID TIME: 10:00 A.M.

CITY OF CLINTON
PINEHAVEN AND McRAVEN ROAD
WATER IMPROVEMENTS

TABULATION OF BIDS

BID PLACE: 300 Jefferson St.
Clinton, MS

Bidder
Certificate of Responsibility
Surety

Thornlon Construction Co., Inc.
11186
Suretec Insurance Co.

Delta Constructors, Inc.
7487
Ohio Casualty Insurance Co.

Utility Constructors, Inc.
18721
Arch Insurance Co.

Base Bid - Pinehaven									
ITEM	QUAN.	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	100	LF	Temporary Silt Fence	\$ 4.14	\$ 414.00	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00
2	25	EA	Hay Bales	\$ 12.42	\$ 310.50	\$ 8.00	\$ 200.00	\$ 10.00	\$ 250.00
3	275	LF	Uncased Bores for 10" PVC	\$ 53.82	\$ 14,800.50	\$ 45.00	\$ 12,375.00	\$ 60.00	\$ 16,500.00
4	20	LF	14" Steel Casing, Open Cut	\$ 48.18	\$ 963.60	\$ 50.00	\$ 1,000.00	\$ 40.00	\$ 800.00
5	3,500	LF	10" C900 Class 150 PVC Water Line & Tracer Wire	\$ 18.53	\$ 64,855.00	\$ 19.00	\$ 66,500.00	\$ 18.80	\$ 58,800.00
6	2	EA	10" Gate Valve Assembly	\$ 1,651.86	\$ 3,303.72	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00
7	1	EA	8" Gate Valve Assembly	\$ 905.63	\$ 905.63	\$ 1,000.00	\$ 1,000.00	\$ 780.00	\$ 780.00
8	8	EA	Fire Hydrant Assembly (3-Way)	\$ 2,484.00	\$ 19,872.00	\$ 2,500.00	\$ 20,000.00	\$ 2,450.00	\$ 19,600.00
9	2,000	LBS	Ductile Iron Fittings	\$ 4.35	\$ 8,700.00	\$ 3.50	\$ 7,000.00	\$ 4.00	\$ 8,000.00
10	1	EA	Tie Existing 16" to New 10"	\$ 796.95	\$ 796.95	\$ 1,500.00	\$ 1,500.00	\$ 3,900.00	\$ 3,900.00
11	1	EA	1.5" Service Assembly (No Meter Required)	\$ 414.00	\$ 414.00	\$ 800.00	\$ 800.00	\$ 600.00	\$ 600.00
12	50	LF	1.5 HDPE Service Line (200 PSI WP)	\$ 8.90	\$ 445.00	\$ 35.00	\$ 1,750.00	\$ 5.00	\$ 250.00
13	1	LS	Testing & Disinfection of Water System	\$ 1,242.00	\$ 1,242.00	\$ 800.00	\$ 800.00	\$ 2,000.00	\$ 2,000.00
14	10	CY	Select Backfill (LVM)	\$ 20.70	\$ 207.00	\$ 15.00	\$ 150.00	\$ 50.00	\$ 500.00
15	10	TON	Crushed Limestone (No. 610)	\$ 62.10	\$ 621.00	\$ 45.00	\$ 450.00	\$ 100.00	\$ 1,000.00
16	1	LS	Site Repairs	\$ 2,070.00	\$ 2,070.00	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00
17	1	LS	Site Restoration	\$ 2,587.50	\$ 2,587.50	\$ 3,000.00	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00
18	1	LS	Utility Allowance	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Total Base Bid - Pinehaven					\$ 124,506.40		\$ 123,626.00		\$ 138,060.00

BID DATE: 09/14/2010
 BID TIME: 10:00 A.M.

Base Bid - McRaven Road

CITY OF CLINTON
 PINEHAVEN AND McRAVEN ROAD
 WATER IMPROVEMENTS

BID PLACE: 300 Jefferson St.
 Clinton, MS

TABULATION OF BIDS

ITEM	QUAN.	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	1	LS	Mobilization	\$ 15,214.50	\$ 15,214.50	\$ 2,000.00	\$ 2,000.00	\$ 20,000.00	\$ 20,000.00
2	100	LF	Temporary Silt Fence	\$ 4.14	\$ 414.00	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00
3	25	EA	Hay Bales	\$ 12.42	\$ 310.50	\$ 8.00	\$ 200.00	\$ 10.00	\$ 250.00
4	110	LF	4" C900 Class 150 PVC Water Line	\$ 14.23	\$ 1,565.30	\$ 18.00	\$ 2,080.00	\$ 26.00	\$ 2,880.00
5	950	LF	6" C900 Class 150 PVC Water Line & Tracer Wire	\$ 20.70	\$ 19,665.00	\$ 21.00	\$ 19,950.00	\$ 28.00	\$ 26,600.00
6	2,500	LF	8" C900 Class 150 PVC Water Line & Tracer Wire	\$ 24.84	\$ 62,100.00	\$ 22.00	\$ 55,000.00	\$ 31.00	\$ 77,500.00
7	1	EA	4" Gate Valve Assembly	\$ 672.75	\$ 672.75	\$ 700.00	\$ 700.00	\$ 585.00	\$ 585.00
8	2	EA	6" Gate Valve Assembly	\$ 905.83	\$ 1,811.26	\$ 1,000.00	\$ 2,000.00	\$ 750.00	\$ 1,500.00
9	4	EA	8" Gate Valve Assembly	\$ 1,283.40	\$ 5,133.60	\$ 1,300.00	\$ 5,200.00	\$ 1,000.00	\$ 4,000.00
10	8	EA	Fire Hydrant Assembly (3-Way)	\$ 2,380.50	\$ 18,044.00	\$ 2,500.00	\$ 20,000.00	\$ 2,450.00	\$ 19,600.00
11	2,000	LBS	Ductile Iron Fittings	\$ 4.35	\$ 8,700.00	\$ 3.50	\$ 7,000.00	\$ 4.00	\$ 8,000.00
12	1	EA	12" x 8" Hot Tap Tie-In W/Gate Valve Assembly	\$ 2,951.82	\$ 2,951.82	\$ 2,000.00	\$ 2,000.00	\$ 3,450.00	\$ 3,450.00
13	1	EA	0.75" HDPE Service Line (200 PSI WP)	\$ 15.73	\$ 31,480.00	\$ 20.00	\$ 40,000.00	\$ 4.00	\$ 8,000.00
14	1,500	LF	1.50" HDPE Service Line (200 PSI WP)	\$ 18.16	\$ 24,225.00	\$ 22.00	\$ 33,000.00	\$ 5.00	\$ 7,500.00
15	16	EA	0.75" Service Connection to New Main Line	\$ 455.75	\$ 3,775.80	\$ 400.00	\$ 8,400.00	\$ 600.00	\$ 14,400.00
16	24	EA	1.50" Service Connection to New Main Line	\$ 268.10	\$ 2,152.80	\$ 450.00	\$ 3,600.00	\$ 370.00	\$ 2,980.00
17	8	EA	New Water Meter Assembly (No Meter Req'd)	\$ 246.33	\$ 1,970.64	\$ 400.00	\$ 3,200.00	\$ 200.00	\$ 1,600.00
18	86	EA	Tie-In New Meter to Existing Service Line	\$ 217.87	\$ 14,378.42	\$ 430.00	\$ 28,380.00	\$ 165.00	\$ 10,890.00
19	7	EA	Tie-In Existing Meter to New Service Line	\$ 145.94	\$ 1,021.58	\$ 18.00	\$ 108.00	\$ 20.00	\$ 120.00
20	6	EA	Relocate Existing Water Meter Assembly	\$ 60.03	\$ 360.18	\$ 18.00	\$ 108.00	\$ 20.00	\$ 120.00
21	4	EA	Replace Existing Water Meter Box	\$ 91.08	\$ 364.32	\$ 250.00	\$ 1,000.00	\$ 50.00	\$ 200.00
22	4	EA	Replace Existing Water Meter Box Lid	\$ 1,242.00	\$ 4,140.00	\$ 15.00	\$ 300.00	\$ 50.00	\$ 200.00
23	1	EA	Testing and Disinfection of Water System	\$ 20.70	\$ 3,726.00	\$ 45.00	\$ 2,700.00	\$ 100.00	\$ 6,000.00
24	1	CY	Select Backfill (LVM)	\$ 62.10	\$ 4,657.50	\$ 150.00	\$ 4,500.00	\$ 135.00	\$ 4,050.00
25	60	TON	Crushed Limestone (No. 610)	\$ 155.25	\$ 8,280.00	\$ 2,000.00	\$ 2,000.00	\$ 13,500.00	\$ 13,500.00
26	30	TON	2" Compacted Asphalt Surface Course	\$ 8,280.00	\$ 8,280.00	\$ 3,000.00	\$ 3,000.00	\$ 27,000.00	\$ 27,000.00
27	1	LS	Site Repairs	\$ 4,657.50	\$ 4,657.50	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
28	1	LS	Utility Allowance	\$ 21.53	\$ 1,614.75	\$ 25.00	\$ 1,875.00	\$ 32.00	\$ 2,400.00
29	1	LS	Uncased Bore for 4" PVC Line	\$ 37.67	\$ 9,982.55	\$ 38.00	\$ 10,200.00	\$ 50.00	\$ 13,250.00
30	75	LF	Uncased Bore for 6" & 8" PVC Line	\$ 13.46	\$ 6,864.60	\$ 20.00	\$ 10,200.00	\$ 20.00	\$ 10,200.00
31	265	LF	Uncased Bore for 0.75" Service Line	\$ 13.46	\$ 6,730.00	\$ 18.00	\$ 9,000.00	\$ 20.00	\$ 10,000.00
32	510	LF	Concrete Paving Removal & Replacement	\$ 70.38	\$ 4,926.60	\$ 200.00	\$ 14,000.00	\$ 120.00	\$ 8,400.00
33	500	SY							
34	70	SY							
Total Base Bid - McRaven				\$ 286,566.86	\$ 306,783.00		\$ 323,406.00		

BID DATE: 09/14/2010
BID TIME: 10:00 A.M.

CITY OF CLINTON
PINEHAVEN AND McRAVEN ROAD
WATER IMPROVEMENTS

TABULATION OF BIDS

BID PLACE: 300 Jefferson St.
Clinton, MS

Total Base Bid (Pinehaven & McRaven)

\$ 411,074.26

\$ 430,408.00

\$ 461,466.00

Alternate A: Uncased Bores

ITEM	QUAN.	UNIT	DESCRIPTION
A1	300	LF	Uncased Bores for 6" Line
A2	735	LF	Uncased Bores for 8" Line

UNIT PRICE	EXTENSION
\$ 32.29	\$ 9,687.00
\$ 43.06	\$ 31,649.10

UNIT PRICE	EXTENSION
\$ 30.00	\$ 9,000.00
\$ 38.00	\$ 27,930.00

UNIT PRICE	EXTENSION
\$ 40.00	\$ 12,000.00
\$ 52.00	\$ 38,220.00

Total Alternate A

\$ 41,336.10

\$ 36,930.00

\$ 60,220.00

Alternate B: Open Cut & Pavement Repair

ITEM	QUAN.	UNIT	DESCRIPTION
B1	50	CY	Select Trench Backfill (LVM)
B2	65	TON	No. 610 Crushed Limestone
B3	40	TON	2" Compacted Asphalt Surface Course

UNIT PRICE	EXTENSION
\$ 39.33	\$ 1,966.50
\$ 103.50	\$ 6,727.50
\$ 289.80	\$ 11,592.00

UNIT PRICE	EXTENSION
\$ 15.00	\$ 750.00
\$ 45.00	\$ 2,925.00
\$ 150.00	\$ 6,000.00

UNIT PRICE	EXTENSION
\$ 40.00	\$ 2,000.00
\$ 62.00	\$ 4,030.00
\$ 135.00	\$ 5,400.00

Total Alternate B

\$ 20,286.00

\$ 9,675.00

\$ 11,430.00

Total Base Bid & Additive Alternate A

\$ 452,410.36

\$ 467,338.00

\$ 611,686.00

Total Base Bid & Additive Alternate B

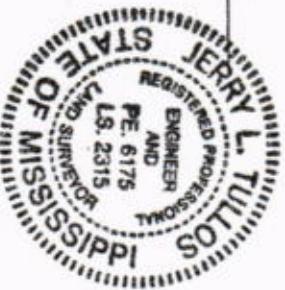
\$ 431,360.26

\$ 440,083.00

\$ 472,895.00

I hereby certify that I have verified all prices in each bid based upon the units obtained herein.
This tabulation is a true and correct representation of all bids submitted.

Jerry L. Tullos
Jerry L. Tullos, P.E.
Registered Professional Engineer No. 6175
State of Mississippi



CERTIFIED TABULATION OF BIDS
Owner's Name: City of Clinton
Project Name: 2010 Cap Loan Improvements - Tank Rehabilitation
Bid Date: September 1, 2010
WGK No.: 2010-235-00

ITEM NO.	DESCRIPTION	EST QTY	UNIT	PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
PACKARD TANK															
1	Complete Blast & Paint Interior	1	LS	\$ 83,212.00	\$ 83,212.00	\$ 75,000.00	\$ 75,000.00	\$ 136,000.00	\$ 136,000.00	\$ 103,000.00	\$ 103,000.00	\$ 60,000.00	\$ 60,000.00	\$ 90,700.00	\$ 90,700.00
2	Complete Blast & Paint Exterior	1	LS	\$ 102,971.00	\$ 102,971.00	\$ 25,000.00	\$ 25,000.00	\$ 104,000.00	\$ 104,000.00	\$ 65,000.00	\$ 65,000.00	\$ 125,000.00	\$ 125,000.00	\$ 163,300.00	\$ 163,300.00
3	Install Tank Stroud	1	LS	\$ 24,000.00	\$ 24,000.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,000.00	\$ 1,000.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00
4	Install New Ladder Security Guard	1	EA	\$ 850.00	\$ 850.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 3,025.00	\$ 3,025.00
5	Paint Logo (Clifton) Two Sides	2	EA	\$ 835.00	\$ 1,670.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,100.00	\$ 2,100.00	\$ 3,150.00	\$ 3,150.00	\$ 3,150.00	\$ 3,150.00
6	Safety Climbs Device Complete	1	LS	\$ 900.00	\$ 900.00	\$ 5,500.00	\$ 5,500.00	\$ 6,500.00	\$ 6,500.00	\$ 10,000.00	\$ 10,000.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00
7	Add New Interior Ladder	1	LS	\$ 2,250.00	\$ 2,250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
8	Replace Vent Screen	1	LS	\$ 75.00	\$ 75.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	Total Base Bid Packard Tank				\$ 228,928.00		\$ 266,150.00		\$ 286,300.00		\$ 296,600.00		\$ 302,550.00		\$ 377,334.00
OLD VICKSBURG TANK															
12	Complete Pressure Wash (4000 psi) Exterior & Partial Overcoat	1	LS	\$ 40,984.00	\$ 40,984.00	\$ 22,900.00	\$ 22,900.00	\$ 35,000.00	\$ 35,000.00	\$ 20,000.00	\$ 20,000.00	\$ 27,700.00	\$ 27,700.00	\$ 27,700.00	\$ 27,700.00
13	Tool Grind and Paint Lending with Exterior Paint System	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 3,800.00	\$ 3,800.00	\$ 2,400.00	\$ 2,400.00	\$ 5,000.00	\$ 5,000.00	\$ 4,600.00	\$ 4,600.00	\$ 4,600.00	\$ 4,600.00
14	Repairs Existing Steel Hatch Lid w/epainted Aluminum Lid Color & Paint to Match Existing	1	LS	\$ 2,300.00	\$ 2,300.00	\$ 2,700.00	\$ 2,700.00	\$ 6,000.00	\$ 6,000.00	\$ 8,000.00	\$ 8,000.00	\$ 3,280.00	\$ 3,280.00	\$ 3,280.00	\$ 3,280.00
	Total Base Bid Old Vicksburg Tank				\$ 44,284.00		\$ 28,400.00		\$ 43,400.00		\$ 30,000.00		\$ 35,560.00		\$ 1,086.00
HIGHWAY 80 TANK															
15	Complete Pressure Wash (4000 psi) Exterior	1	LS	\$ 12,207.00	\$ 12,207.00	\$ 8,900.00	\$ 8,900.00	\$ 14,000.00	\$ 14,000.00	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
16	Remove Existing Steel Hatch & Install New Painted Aluminum Hatch According to Specifications Weld Holes at Hatch Lip Paint & Repairs to Match Existing	1	LS	\$ 2,150.00	\$ 2,150.00	\$ 2,700.00	\$ 2,700.00	\$ 5,800.00	\$ 5,800.00	\$ 6,000.00	\$ 6,000.00	\$ 3,270.00	\$ 3,270.00	\$ 3,270.00	\$ 3,270.00
17	Install New Vent & Screen in Roof of Tank	1	LS	\$ 2,450.00	\$ 2,450.00	\$ 3,200.00	\$ 3,200.00	\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00	\$ 3,800.00	\$ 3,800.00	\$ 3,800.00	\$ 3,800.00
18	Touch Up Tool Grind & Paint Landing w/Exterior Paint System	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 1,750.00	\$ 3,500.00	\$ 1,250.00	\$ 2,500.00	\$ 3,000.00	\$ 6,000.00	\$ 1,080.00	\$ 2,160.00	\$ 505.00	\$ 1,010.00
	Total Base Bid Highway 80 Tank				\$ 18,807.00		\$ 19,300.00		\$ 26,800.00		\$ 32,000.00		\$ 21,280.00		\$ 16,581.00
SOUTHSIDE MILLION GALLON TANK															
22	Repairs Steel Hatch Lid w/epainted Aluminum Lid Paint & Repairs to Match Existing	1	LS	\$ 2,350.00	\$ 2,350.00	\$ 4,200.00	\$ 4,200.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00
	TOTAL BASE BID				\$ 291,379.00		\$ 308,050.00		\$ 358,500.00		\$ 363,500.00		\$ 394,500.00		\$ 435,175.00
PACKARD TANK															
ADD ALTERNATES															
9	OSHA Required Modifications on the Elevated Tank to Comply with Confined Space Requirements (Crawalk Handrail & 2nd Hatch)	1	LS	\$ 8,105.00	\$ 8,105.00	\$ 3,200.00	\$ 3,200.00	\$ 13,700.00	\$ 13,700.00	\$ 30,000.00	\$ 30,000.00	\$ 3,900.00	\$ 3,900.00	\$ 8,234.00	\$ 8,234.00
10	Welded Pul Repairs	100	60 IN	\$ 8.00	\$ 800.00	\$ 5.00	\$ 500.00	\$ 15.00	\$ 1,500.00	\$ 10.00	\$ 1,000.00	\$ 6.10	\$ 610.00	\$ 11.00	\$ 1,100.00
11	Stair Welds to Solid Weld Lap Sams (if Required)	550	LF	\$ 12.00	\$ 6,600.00	\$ 10.00	\$ 5,500.00	\$ 10.00	\$ 5,500.00	\$ 30.00	\$ 16,500.00	\$ 12.10	\$ 6,655.00	\$ 27.00	\$ 14,850.00
	Total Add Alternates for Packard Tank				\$ 15,505.00		\$ 9,200.00		\$ 20,700.00		\$ 47,500.00		\$ 11,165.00		\$ 25,184.00
HIGHWAY 80 TANK															
19	Exterior Overcoat System	1	EA	\$ 31,447.00	\$ 31,447.00	\$ 23,500.00	\$ 23,500.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 28,400.00	\$ 28,400.00	\$ 23,755.00	\$ 23,755.00
20	Repaint Logo Two (2) Sides	2	EA	\$ 1,503.00	\$ 3,006.00	\$ 5,000.00	\$ 10,000.00	\$ 2,500.00	\$ 5,000.00	\$ 10,000.00	\$ 20,000.00	\$ 3,025.00	\$ 6,050.00	\$ 3,100.00	\$ 6,200.00
21	Level Existing Tank Floor & Install a 4" Concrete Mud Slab Floor	10	CY	\$ 235.50	\$ 2,355.00	\$ 5,000.00	\$ 50,000.00	\$ 600.00	\$ 6,000.00	\$ 600.00	\$ 6,000.00	\$ 810.00	\$ 8,100.00	\$ 760.00	\$ 7,600.00
	Total Add Alternates for Highway 80 Tank				\$ 36,808.00		\$ 83,500.00		\$ 26,500.00		\$ 28,000.00		\$ 40,550.00		\$ 37,555.00

CERTIFIED TABULATION OF BIDS

Owner's Name: City of Clinton
Project Name: 2010 Cap Loan Improvements - Tank Rehabilitation
Bid Date: September 1, 2010
WGK No.: 2010-235-00

ITEM NO.	DESCRIPTION	EST QTY	ITEM UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
MISCELLANEOUS ADD ALTERNATES													
23	College Hills 2000 Gallon Filter Tank	1	LS	\$ 10,418.00	\$ 10,418.00	\$ 4,200.00	\$ 4,200.00	\$ 18,000.00	\$ 18,000.00	\$ 15,000.00	\$ 15,000.00	\$ 6,100.00	\$ 6,100.00
24	College Hills Pressure Tank	1	LS	\$ 10,418.00	\$ 10,418.00	\$ 5,800.00	\$ 5,800.00	\$ 20,000.00	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00	\$ 7,150.00	\$ 7,150.00
25	Manassas Tank	1	LS	\$ 1,725.00	\$ 1,725.00	\$ 3,800.00	\$ 3,800.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,720.00	\$ 4,720.00
26	Pressure Wash Interior Tank, Inspect & Report	1	LS	\$ 850.00	\$ 850.00	\$ 1,800.00	\$ 1,800.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,200.00	\$ 2,200.00
27	Install New Screen on Over Flow Pipe	1	LS	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
28	WWTP Screw Pump (2 Screws)	1	LS	\$ 30,800.00	\$ 30,800.00	\$ 10,300.00	\$ 10,300.00	\$ 40,000.00	\$ 40,000.00	\$ 30,000.00	\$ 30,000.00	\$ 12,470.00	\$ 12,470.00
	Total Add Alternates			\$ 106,424.00	\$ 106,424.00	\$ 118,900.00	\$ 118,900.00	\$ 128,800.00	\$ 128,800.00	\$ 138,700.00	\$ 138,700.00	\$ 83,555.00	\$ 83,555.00
	TOTAL BID			\$ 387,803.00	\$ 387,803.00	\$ 428,980.00	\$ 428,980.00	\$ 488,400.00	\$ 488,400.00	\$ 602,200.00	\$ 602,200.00	\$ 448,085.00	\$ 448,085.00

This is a certified tabulation of the bids received on September 1, 2010 for the City of Clinton

Signed: 
Gregory Allen Gearhart, P. E.



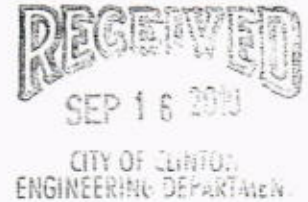
WILLFORD GEARHART & KNIGHT, INC.
ENGINEERS & SURVEYORS





ENGINEERS & SURVEYORS

September 15, 2010



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

Re: City of Clinton
2010 Cap Loan Improvements
Water Tank Rehabilitation
WGK# E2010-235-00 C4.0

Dear Richard:

We have reviewed the Base Bid Proposals and Add Alternates for the referenced project. Tank Pro, Inc. submitted the lowest and best base bid and we have reviewed the alternates with the city. The project total with add alternates is \$348,680.00 and we recommend award to Tank Pro, Inc., subject to the approval of the City of Clinton Board.

This award includes:

1.	All Base Bid Items	\$291,379.00
2.	Packard Tank (Add Alternates Items 10 & 11)	\$7,400.00
3.	Highway 80 (All Add Alternates)	\$36,808.00
4.	College Hills Pressure Tank (Add Alternate)	\$10,418.00
5.	Mansville Tank (All Add Alternates)	\$2,675.00
	Total	\$348,680.00

Sincerely:

WGK, Inc.

William S. (Bill) Gilliland
Sr. Project Manager

Pc: Mike Parker, Public Works Director
Rob Ritchie, Assistant Director
Phillip Stearman, Tank Pro, Inc. w/enclosure

**SUPPLEMENTAL AGREEMENT NO. 2 FOR PHASE 3
PRELIMINARY/FINAL DESIGN AND RIGHT-OF-WAY
APPRAISAL/ACQUISITION SERVICES TO THE
AGREEMENT FOR ENGINEERING SERVICES
BY AND BETWEEN THE CITY OF CLINTON, MISSISSIPPI
AND NEEL-SCHAFFER, INC.**

**PINEHAVEN DRIVE FROM NORTHSIDE DRIVE TO BERRY DRIVE
AND NORTHSIDE DRIVE ADJACENT TO PINEHAVEN DRIVE;
NORTHSIDE DRIVE AT NEW LIBRARY ENTRANCE**

WHEREAS, on the 5th of January, 2001, the City of Clinton, Mississippi (OWNER) and Neel-Schaffer, Inc. (ENGINEER) entered into an agreement for engineering services for the conceptual plans, environmental documentation, design, right-of-way appraisals/acquisitions, and construction engineering services for the Northside Drive Corridor project (PROJECT); and

WHEREAS, on the 22nd of March, 2006, the OWNER approved proceeding with the Phase 3, Preliminary Engineering and Final Contract Plans (which includes right-of-way appraisals and acquisition services), Project Advertisement, Bid Letting, and Award of Contract for Pinehaven Drive from Northside Drive to Berry Drive and Northside Drive adjacent to Pinehaven Drive and Northside Drive at the new library entrance; and

WHEREAS, on October 21, 2008, the OWNER approved additional work to include approximately 880 feet of retaining wall and to extend drainage improvements from Pinehaven Drive behind the Exxon Station and Clinton Body Shop under Northside Drive, requiring additional survey and modifications to plats and descriptions and appraisals for these parcels; and

WHEREAS, the ENGINEER and the OWNER have determined that additional work is required on the project to make plan changes for right of way and for oversight of right of way services, abide by recent MDOT Local Public Agency procedures as outlined in the Project Design Manual for Federal Aid Projects, to revise construction estimates, to continue coordination with utilities in regards to relocations, to continue coordination with the National Park Service in regards to improvements across the Natchez Trace Parkway property and permitting required, and to include landscape design; and

NOW, THEREFORE, it is by and between the parties that said agreement date, March 22, 2006, shall be hereby amended as follows:

Compensation: The OWNER will increase the maximum fee to the ENGINEER to the amount shown below. The basis for this fee is attached.

<u>Agreement</u>	<u>Amount</u>
Original Agreement	\$471,017.96
Supplemental Agreement No. 1	\$53,602.50
Supplemental Agreement No. 2	\$117,176.20
Revised Total amount	\$641,796.66

IN WITNESS WHEREOF, the OWNER, and the ENGINEER, acting herein by their duly authorized representatives have hereunto set their hands this day and year.

OWNER: CITY OF CLINTON, MS

ENGINEER: NEEL-SCHAFFER, INC.

Rosemary J. Aultman
Mayor Rosemary Aultman

Mark G. Bailey, P.E., Vice President

DATE: 9-22-10

DATE: _____

ATTEST: Russell Wall
City Clerk

ATTEST: _____
Vice President



EXHIBIT 1
Supplemental Agreement No 2
Northside Drive Corridor
Pinehaven Dr from Northside Dr to Berry Rd.
Clinton, Mississippi

LABOR ESTIMATE - ROADWAY
BASIC SERVICES Final Contract Plans, Advertising and Bidding

Task	Sen. Eng. Manager	Senior Engineer	Project Engineer	Designer	Technician	Clerical	Total
Final Contract Plans, Right of Way, Permits							
Right of Way changes/oversite	24	0	100	40	0	4	168
MDOT LPA procedures/plan changes	60	24	160	100	40	12	396
Revise opinion of construction costs	2	2	12	12	0	0	28
Coordination with Utilities	24	0	40	12	0	2	78
Coordination with NPS/Natchez Trace - construction permit	24	0	40	12	12	2	90
Landscaping	4	0	12	12	12	0	40
TOTAL - FINAL CONTRACT PLANS	138	26	364	188	64	20	800



NEEL-SCHAFFER
Solutions you can build upon

August 30, 2010
N-S Account No. 5177.050

Mr. Scot Ehr Gott
Consultant Services Director
Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS 39215-1850

REFERENCE: PINEHAVEN DRIVE – SUPPLEMENTAL AGREEMENT NO. 2
CITY OF CLINTON
PROJECT NO. STPD-7306-00(004)LPA104102 801000

Dear Scot:

Neel-Schaffer has submitted a request for additional engineering, management, and right-of-way services fees for this project in the form of Supplemental Agreement No. 2.

Since the previous Supplemental Agreement No. 1 was approved in October 2008, Neel-Schaffer has incurred or will incur additional work efforts for the following tasks:

1. Modified easements to include permanent drainage easements for drainage pipes at eight locations. This required additional descriptions and coordination with the right-of-way agent.
2. Met with the property owners and modified right-of-way descriptions to try and improve/lessen right-of-way and easement impacts for several locations.
3. Travis Dye, the initial right-of-way agent with Right-of-Way Technologies, passed away. Neel-Schaffer had to spend time working with his son, Mark Dye, to bring him up to speed on the project and assist in recovering and reviewing documentation.
4. Assisted the city in modifying their Transportation Improvement Program (TIP) project request to allocate costs for right-of-way, engineering, and construction costs. This had to be coordinated with the MPO and MDOT Planning.
5. This project began prior to the change in processing LPA projects. The LPA process has added considerable time beyond the certification method that was initially estimated.
6. Neel-Schaffer has updated costs and funding information as needed. Estimates have been updated due to the project being delayed to work through the earmark funding/TIP process.
7. Continued working with the city utilities and private utility companies on relocation issues.
8. The project crossed Natchez Trace Parkway property. The city had to work with the National Park Service to work out issues to obtain a construction permit. The National

Copy ✓ 8/31/10
Mayor
then
file
for review

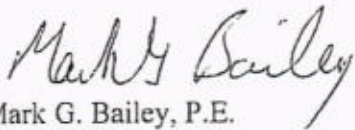
engineers
planners
surveyors
environmental
scientists
landscape
architects

Park Service's personnel have changed over the last year requiring extra effort to deal with issues such as adding a signal at the ramp, lighting under the bridge, and mitigating a small wetland area.

9. Added landscape items to the contract for median areas and for the Natchez Trace Parkway crossing.

Sincerely,

NEEL-SCHAFFER, INC.



Mark G. Bailey, P.E.

Vice President

Manager, Transportation Engineering

Pc: Richard Broome



Richard Broome

From: "Mark Bailey" <mgb Bailey@neel-schaffer.com>
 To: "Ehrgott, Scot" <sehrgott@mdot.state.ms.us>
 Cc: "Richard Broome" <rbroome@clintonms.org>
 Sent: Monday, August 30, 2010 4:44 PM
 Attach: ClintonPinehaveSA#2info.pdf
 Subject: RE: draft SA #2 for Pinehaven Dr/Northside Dr in Clinton - LPA Earmark project
 See attachment

From: Ehrgott, Scot (mailto:sehrgott@mdot.state.ms.us)
 Sent: Thursday, August 26, 2010 2:40 PM
 To: 'Mark Bailey'
 Cc: Cleveland, Dana
 Subject: FW: draft SA #2 for Pinehaven Dr/Northside Dr in Clinton - LPA Earmark project

Ok Mark,

Please draft a one page memo providing a little more justification for this supplemental agreement request. Sign and then scan the justification to us for review. Please make sure you copy Dana Cleveland with that e-mail. If everything is appropriate, we will then request three signed (only by the consultant) originals to be sent to my attention.

Thanks,
 Scot

From: Mark Bailey (mailto:mgb Bailey@neel-schaffer.com)
 Sent: Monday, August 02, 2010 4:22 PM
 To: Ehrgott, Scot
 Subject: RE: draft SA #2 for Pinehaven Dr/Northside Dr in Clinton - LPA Earmark project

To save you all some time here are copies of contracts and Supplemental Agreements for this project.

From: Ehrgott, Scot (mailto:sehrgott@mdot.state.ms.us)
 Sent: Monday, August 02, 2010 3:22 PM
 To: 'Mark Bailey'
 Cc: 'Richard Broome'
 Subject: RE: draft SA #2 for Pinehaven Dr/Northside Dr in Clinton - LPA Earmark project

Hey Mark,

I have contacted Contract Administration to see if I can locate the original agreement. Once I receive it, I will be able to review this Supplemental and let you know if it is approved.

Scot

From: Mark Bailey (mailto:mgb Bailey@neel-schaffer.com)
 Sent: Monday, August 02, 2010 1:44 PM
 To: Ehrgott, Scot
 Cc: 'Richard Broome'
 Subject: draft SA #2 for Pinehaven Dr/ Northside Dr in Clinton - LPA Earmark project

Used latest NSI OH rate.
 CONFIDENTIALITY NOTICE This e-mail and any files or attachments may contain

If you have received this message in error, please notify the sender at the ab

all copies from your system.

CONFIDENTIALITY NOTICE This e-mail and any files or attachments may contain

If you have received this message in error, please notify the sender at the ab

all copies from your system.

8/30/2010

CONTRACT CHANGE ORDER

OWNER: CITY OF CLINTONCONTRACTOR: VANGUARD UTILITY SERVICE, INCDATE: AUGUST 20, 2010 LOAN NUMBER: DWI-H280-088-02CHANGE ORDER NUMBER: ONE CONTRACT NUMBER: _____PROJECT NAME: 2009 SRF WATER SYSTEM IMPROVEMENTSREASON FOR CHANGE: ADDITIONAL LARGE METERS RETROFITTED WITH RADIO READ OR TOTAL CHANGE OUT

**THE CONTRACTOR IS HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE
CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS (USE ADDITIONAL SHEETS IF REQUIRED):**

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNITS	UNIT COST	TOTAL CONTRACT	TOTAL ELIGIBLE COST
1	1 1/2" RETRO-FIT DISPLACEMENT	59	227.75	\$13,437.25	\$13,437.25
2	1 1/2" RETRO-FIT TURBINE	1	273.75	\$ 273.75	\$273.75
3	1 1/2" CHANGE OUT DISPLACEMENT	17	813.25	\$13,825.25	\$13,825.25
4	2" RETRO-FIT DISPLACEMENT	91	227.75	\$20,725.25	\$20,725.25
5	2" RETRO-FIT TURBINE	1	273.75	\$273.75	\$273.75
6	2" CHANGE OUT DISPLACEMENT	16	1,003.50	\$16,056.00	\$16,056.00
7	2" CHANGE OUT TURBINE	4	1,279.50	\$5,118.00	\$5,118.00
8	3" RETRO-FIT COMPOUND	2	532.50	\$1,065.00	\$1,065.00
9	3" RETRO-FIT TURBINE	8	273.75	\$2,190.00	\$2,190.00
10	4" RETRO-FIT DUAL COMPOUND	4	532.50	\$2,130.00	\$2,130.00
11	4" RETRO-FIT TURBO (NO STRAINER)	5	273.75	\$1,368.75	\$1,368.75
12	4" RETRO FIT COMPOUND	1	532.50	\$532.50	\$532.50
16	4" RETRO FIT SENSUS TURBO	1	216.25	\$216.25	\$216.25
18	6" RETRO-FIT TURBO	1	273.75	\$273.75	\$273.75
19	10" RETRO-FIT TURBO	1	279.50	\$279.50	\$279.50
21				\$77,765.00	\$77,765.00

ORIGINAL CONTRACT AMOUNT:	\$1,899,139.07	\$1,899,139.07
CURRENT CONTRACT AMOUNT:	\$1,899,139.07	\$1,899,139.07
THIS CONTRACT CHANGE:	\$77,765.00	\$77,765.00
REVISED CONTRACT AMOUNT:	\$1,976,904.07	\$1,976,904.07
CURRENT CONTRACT COMPLETION DATE:	JANUARY 12, 2011	JANUARY 12, 2011
TIME EXTENSION REQUIRED BY CHANGE:	0	0
REVISED CONTRACT COMPLETION DATE:	JANUARY 12, 2011	JANUARY 12, 2011

**THIS CONTRACT CHANGE ORDER SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS
OF THE CONTRACT WILL APPLY.**

RECOMMENDED BY: _____

WGK, INC.

8/20/10

DATE

ACCEPTED BY: _____

VANGUARD UTILITY

8/24/10

DATE

APPROVED BY: _____

CITY OF CLINTON

9.22.10

DATE

CONTRACT CHANGE ORDER

CITY OF CLINTON

CONTRACTOR: VANGUARD UTILITY SERVICE, INC

DATE: AUGUST 20, 2010 LOAN NUMBER: DWI-H280-088-02

CHANGE ORDER NUMBER: ONE CONTRACT NUMBER:

PROJECT NAME: 2009 SRF WATER SYSTEM IMPROVEMENTS

REASON FOR CHANGE: ADDITIONAL LARGE METERS RETROFITTED WITH RADIO READ OR TOTAL CHANGE OUT

THE CONTRACTOR IS HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE
CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS (USE ADDITIONAL SHEETS IF REQUIRED):

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNITS	UNIT COST	TOTAL CONTRACT	TOTAL ELIGIBLE COST
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3	1 1/2" CHANGE OUT DISPLACEMENT	17	813.25	\$13,825.25	\$13,825.25
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5	2" RETRO-FIT TURBINE	1	273.75	\$273.75	\$273.75
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7	2" CHANGE OUT TURBINE	4	1,279.50	\$5,118.00	\$5,118.00
8	3" RETRO-FIT COMPOUND	2	532.50	\$1,065.00	\$1,065.00
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12	4" RETRO FIT COMPOUND	1	532.50	\$532.50	\$532.50
13	4" RETRO FIT TURBO	1	216.25	\$216.25	\$216.25
14	4" RETRO FIT SENSUS TURBO	1	273.75	\$273.75	\$273.75
15	6" RETRO-FIT TURBO	1	273.75	\$273.75	\$273.75
16	10" RETRO-FIT TURBO	1	279.50	\$279.50	\$279.50
				\$77,765.00	\$77,765.00

ORIGINAL CONTRACT AMOUNT:

\$1,899,139.07

\$1,899,139.07

CURRENT CONTRACT AMOUNT:

\$1,899,139.07

\$1,899,139.07

THIS CONTRACT CHANGE:

\$77,765.00

\$77,765.00

REVISED CONTRACT AMOUNT:

\$1,976,904.07

\$1,976,904.07

CURRENT CONTRACT COMPLETION DATE:

JANUARY 12, 2011

JANUARY 12, 2011

TIME EXTENSION REQUIRED BY CHANGE:

0

0

REVISED CONTRACT COMPLETION DATE:

JANUARY 12, 2011

JANUARY 12, 2011

THIS CONTRACT CHANGE ORDER SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS
OF THE CONTRACT WILL APPLY.

RECOMMENDED BY:

WGK, INC.

8/20/10

DATE

ACCEPTED BY:

VANGUARD UTILITY

8/24/10

DATE

APPROVED BY:

CITY OF CLINTON

9.22.10

DATE

FILE COPY

CONTRACT CHANGE ORDER FORM

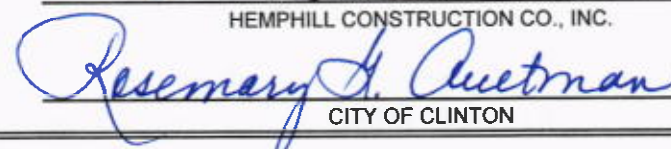
OWNER:	CITY OF CLINTON	CHANGE ORDER NO.	TWO
PROJECT NAME:	2009 SRF Wastewater Improvements		
ENGINEER:	WILLIFORD, GEARHART & KNIGHT, INC.		2008-299-00
CONTRACTOR:	HEMPHILL CONSTRUCTION CO., INC.		
CHANGE ORDER DATE:	September 15, 2010	CONTRACT DATE:	December 17, 2009
REASON FOR CHANGE:	Upgrade controls, additional concrete and dirtwork, for road at solar dryer		

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF DESIRED.)

ITEM NO.	DESCRIPTION OF CHANGES)	EST QTY	ITEM UNIT	UNIT PRICE	TOTAL ELIGIBLE COST
D	Internet Access for Controls and Camera System	1	LS	\$ 9,983.00	\$ 9,983.00
E	Control Panel for Sludge Tank Mixer	1	LS	\$ 8,280.74	\$ 8,280.74
F	Install 15" Drainage System behind Control Building *	1	LS	\$ 18,735.00	\$ 18,735.00
G	Addition concrete work Solar Dryer & Belt Press Bldg	1	LS	\$ 12,368.00	\$ 12,368.00
H	Grading, Drainage & Gravel for Solar Dryer Exit Road *	1	LS	\$ 37,000.00	\$ 37,000.00
I	Truck for Biosolids Trailer	1	LS	\$ 22,000.00	\$ 22,000.00
*Denotes Not to Exceed Amount for Time & Materials					

TOTAL CONTRACT CHANGE	\$ 108,366.74
	TOTAL ELIGIBLE
ORIGINAL CONTRACT AMOUNT: As Bid	\$ 3,536,689.00
CURRENT CONTRACT AMOUNT: Corrected Change Order No. 1	\$ 3,604,139.00
THIS CONTRACT CHANGE:	\$ 108,366.74
REVISED CONTRACT AMOUNT:	\$ 3,712,505.74
CURRENT CONTRACT COMPLETION DATE:	October 18, 2010
TIME EXTENSION REQUIRED BY CHANGE:	90
REVISED CONTRACT COMPLETION DATE:	January 16, 2011

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY:		9/27/10
	WILLIFORD, GEARHART & KNIGHT, INC.	DATE
ACCEPTED BY:		9/29/10
	HEMPHILL CONSTRUCTION CO., INC.	DATE
APPROVED BY:		9-29-10
	CITY OF CLINTON	DATE



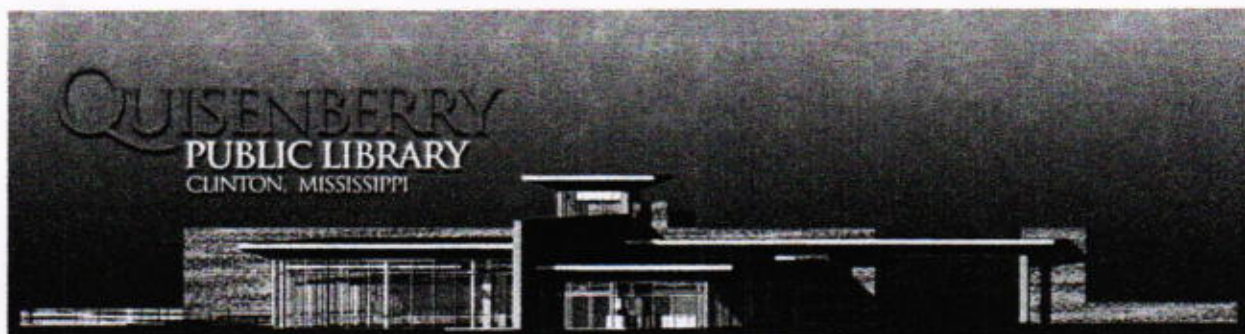
METRO-BALL BUILDING SERVICES

A Full Service Energy Management and HVAC/R Service and Maintenance Contractor

**Customized
HVAC Programmed Maintenance
One-Year Agreement**

Presented To:

**City of Clinton
Quisenberry Library**





METRO-BALL BUILDING SERVICES

1385 Industrial Drive
P. O. Box 246, Bolton, MS 39041
601-866-4924 Office 601-866-4925 Fax

September 7, 2010

Richard Broome
City of Clinton (Quisenberry Library)
Clinton, MS

Dear Mr. Broome:

Metro-Ball Building Services would like to thank you for this opportunity to submit a preventive maintenance agreement for your facility. Metro-Ball Building Services' foremost objective is to provide prompt and efficient service to all its customers. Unfortunately, there are times during peak service seasons when all requests cannot be met immediately. Under such circumstances, contract customers will be given service priority. It is also our objective to eliminate inconvenient costly down-time by providing our customers with this preventive maintenance service.

Metro-Ball Building Services recognizes the need for its customers to stabilize their HVAC costs; to this end we offer comprehensive maintenance agreements. Under this type of agreement Metro-Ball Building Services assumes responsibility for maintenance and repairs at a set monthly fee. This agreement can be tailored for the specific needs of your facility. If you would be interested in such a service please contact us, we will be more than happy to discuss your needs and develop a quotation designed around your requirements.

Please find enclosed two duplicate maintenance agreements. If this meets with your approval please sign, date and return an original contract. The other is to be retained for your records.

We look forward to doing business with you.

Sincerely,

David Ball
President

Enclosure

CHILLERS•BOILERS•HVAC SERVICE•PREVENTIVE MAINTENANCE•24 HOURS A DAY

1. Parties

This agreement is made and entered into by and between Metro-Ball Building Services and The City of Clinton (Quisenberry Library).

2. Services

Under this agreement Metro-Ball Building Services agrees to perform the following services in accordance with safe and acceptable maintenance practices.

- 2.1. Perform 4 inspections on all equipment covered
- 2.2. Replace belts (if applicable) every Fall
- 2.3. Replace filters on a twelve week cycle
- 2.4. Clean condenser coils every Spring
- 2.5. Lubricate moving parts
- 2.6. Perform all actions and record all information contained on enclosed maintenance checklists, "Section B", attached hereto and incorporated herein.
- 2.7. Supply owner / representative with a copy of completed checklists, services performed as well as written and/or verbal reports of any deficiencies noted.
- 2.8. Instruct operators as to the most efficient means of operation, discuss any problems they may be experiencing and make any minor adjustments as may be required.
- 2.9. Be available on a (24) twenty-four hour basis for emergency calls.

3. Equipment Covered

- 3.1. (8) 10 - ton York Rooftop Heat Pump Units
- 3.2. (3) 7 ½ - ton York Rooftop Heat Pump Units
- 3.3. (8) Greenheck Fans

4. Period of Performance

- 4.1. This contract shall become effective on the first day of the month following acceptance (section 10) and run for a period of one year at which time it shall automatically renew until terminated by either party.

5. Terms and Conditions

- 5.1. Inspections are to be performed during the hours of 8:00am and 5:00pm Monday thru Friday.
- 5.2. This contract includes only the materials and labor necessary to perform the maintenance outlined within this document. Refrigerant, repairing of leaks, or any other noted deficiencies are considered repair services. The billing of additional parts and services are subject to the current costs incurred or related at the time of performing the service.

5.3. Metro-Ball Building Services shall not be responsible for the routine operation of the equipment nor the injuries to persons or damages to property or losses incurred by failure of the equipment to operate properly except those directly due to negligent acts of its employees, and in no event shall be liable for consequential or speculative damages.

5.4. Metro-Ball Building Services does not in any way assume responsibility for system design.

5.5. If others make any unauthorized alterations, additions, adjustments or repairs to any system covered by this agreement, Metro-Ball Building Services shall have the right to terminate its obligations hereunder after reasonable notice.

5.6. Metro-Ball Building Services shall not be held responsible for complementary equipment, such as decorative cabinets, fixtures, boxes, water supply and steam lines beyond the equipment valves nor complementary acts such as cleaning of ducts and grilles, moving or relocating equipment and cutting and patching buildings.

5.7. Metro-Ball Building Services shall not be liable for any loss or damage due to delay in furnishing labor or materials caused by reasons beyond its control.

5.8. This contract is subject to acceptance within (60) sixty days from submittal.

5.9. Terms stated are subject to change with (30) thirty days written notice.

6. Termination of Contract

6.1. This contract shall become effective on October 1, 2010 and shall automatically renew on such date until notified in writing by either party involved herein. Upon such termination Metro-Ball Building Services reserves entitlement to receive equitable compensation for work completed prior to date of termination.

7. Modification or Amendment

7.1. Modifications, changes, or amendments to this contract may be made upon mutual agreement between both parties. Such modifications shall be made in writing and signed by duly appointed representatives of both parties.

8. Correspondence

8.1. Please send any correspondence made in writing to the following address:

Metro-Ball Building Services
P.O. Box 246
Bolton, MS 39041

9. Consideration and Method of Payment

- 9.1. As consideration for the performance of this Contract, Metro-Ball Building Services shall be paid a fee of \$4,920.00 per contract period. Payment may be made as equal monthly installments, equal quarterly payments, invoiced at the completion of each respective inspection or in full up front with 5% discount off the annual contract price.
- 9.2. In addition to the compensation described in the paragraph above, repair services provided during the hours of 8:00am and 5:00pm Monday thru Friday shall be invoiced at our current labor rates at the time of service. Between 5:01 p.m. and 7:59 a.m. Monday thru Friday, including Saturdays, the rate will be time and one half. Sundays and Holidays, the rate will be double time.
- 9.3. Quisenberry Public Library will receive a 5.0% discount on invoices pertaining to all emergency and all non-emergency repair services during the length of time this contract is active.

10. Acceptance

This agreement has been entered into and executed by the parties expressed herein in duplicate original this 1st Day of October, 2010.

Billing Frequency will be _____ in the amount of \$ _____.

Submitted By: M. Ball
Metro-Ball Building Services

Accepted By: Rosemary J. Aetman Title: MAYOR
Quisenberry Public Library
CITY OF CLINTON

WITNESSED BY: Russell Wall

TITLE: CITY CLERK



Section B

Tasking Schedules and Inspection Forms



PO Box 246 - Bolton, MS 39041
 1385 Industrial Drive - Bolton, MS 39041
 P (601) 866-4924 - F (601) 866-4925
 www.metroball.net

Packaged / Split / CRAC Inspection Sheet

Customer / Location	
Unit Type	
Unit Manufacturer	
Unit Model Number	
Unit Serial Number	

Agreement Number	
Date	
Ambient Temperature	
Technician	
Insp. Type (A,O,S)	

Compressors		Comp 1	Comp 2	Comp 3	Comp 4
Nameplate RLA	Amps				
Compressor Amperage	T1				
(at load side	T2				
of contactor)	T3				
Compressor Voltage	T1-T2				
(at load side	T1-T3				
of contactor)	T2-T3				
Megger Reading	MΩ				
Suction Pressure	PSIG				
Measured Suction Temp	°F				
Saturated Suction Temp	°F				
Suction Superheat	°F				
Discharge Pressure	PSIG				
Measured Discharge Temp	°F				
Saturated Discharge Temp	°F				
Discharge Superheat	°F				
Liquid Line Temperature	°F				
Sub-Cooling	°F				
Oil Level	O				
Fan Motor Amperage		Fan	Fan	Fan	Fan
Indoor - Rated / Measured	Amps				
Outdoor - Rated / Measured	Amps				
Outdoor - Rated / Measured	Amps				
Electric Heat Amperage		Stage 1	Stage 2	Stage 3	Stage 4
Rated / Measured	Amps				
Gas Heat		Incoming	Manifold		
Gas Pressure	"wc				
Air Temps		In	Out	Delta	
Cooling	°F				
Heating	°F				

Comments:

Controls	
Cooling Setpoint	
Heating Setpoint	
Controlled Temperature	
Humidity Setpoint	
Controlled Humidity	
Low Pressure C.O.	
High Pressure C.O.	
Oil Pressure C.O.	
Freeze Stat	
Checklist	
Unit Level	
Overall Cleanliness	
Structural Integrity	
Oil / Refrigerant Leaks	
Electrical Connections	
Starters / Contactors	
Motor Overloads	
Proper Ground / Polarity	
Disconnect & Fuse Size	
Lubricate Moving Parts	
Fan Motor/Shaft Bearings	
Pulleys and Belts	
Belt Tension / Alignment	
Condenser Coil(s)	
Evaporator Coil(s)	
Condensate Pan / Drain	
Air Filters	
Test Humidifier	
Heating Safeties	
Combustion Blower	
Heat Exchanger	
Electric Heat Sequencers	
Acid Test	

Key	
Tested OK	V
Replaced	R
Cleaned	C
Not applicable to this unit	NA
Not necessary at this time	NN

This instrument prepared by:

Mark T. Davis, Esq.

WATKINS LUDLAM WINTER & STENNIS, P.A.

P. O. Box 427

Jackson, Mississippi 39205

(601) 949-4900

Indexing Instructions:

Part of SW 1/4, Section 5, T5N, R1W

Hinds County, Mississippi

WATER LINE AND SEWER LINE EASEMENT AGREEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned **Homewood Company, L.L.C.** ("Grantor") does hereby grant, bargain, transfer and convey unto the **City of Clinton, Mississippi**, a municipal corporation and political subdivision of the State of Mississippi ("Grantee"), and its successors and assigns a permanent, non-exclusive easement (the "Easement") to install, lay, and thereafter use, repair, maintain, replace and remove underground water lines, underground sewer lines and related facilities (collectively, the "Lines") serving Shady Springs Manufactured Home Community and its tenants, upon, over, under, across, above and through the lands of Grantor being described on Exhibit "A" attached hereto, being located in the SW 1/4 of Section 5, Township 5 North, Range 1 West, in the City of Clinton, Hinds County, Mississippi (the "Property"), and located five (5) feet in width on both sides of the Lines, as the same may be located from time to time, (i) to and including (but not beyond) the water meter for each lot comprising part of Shady Springs Manufactured Home Community for the portion of the Lines that are water lines and (ii) to and including (but not beyond) the sewer tap for each lot comprising part of Shady Springs Manufactured Home Community for the portion of the Lines that are sewer lines (collectively, the "Easement Area"). Grantor and Grantee will, upon request by Grantor, execute and deliver to the other party a document amending this Water Line and Sewer Line Easement Agreement to delimit the exact location of the Easement Area; provided, however, Grantor will pay any costs to determine and describe the location of the Easement Area.

Together with the right of ingress and egress over the private streets located within Shady Springs Manufactured Home Community, including without limitation Stoney Brook Cove and Shady Oak Circle, and over the land included in the Easement Area for the purpose of, and to the extent reasonably necessary for, operating and maintaining the Lines for so long as they are utilized by Grantee. Grantor further conveys to Grantee the right to remove any fixtures, fencing, shrubbery, trees, undergrowth, and/or other obstructions (other than asphalt or concrete

roads, drives, curbs and parking pads for manufactured homes) over and under the Easement Area that materially interfere with the installation of the Lines, subject to Grantee's obligation to restore the property of Grantor and its tenants as set forth hereinafter. Grantor further conveys to Grantee the right to keep the Easement Area clear of any trees, undergrowth, and/or other obstructions (other than asphalt or concrete roads, drives, curbs and parking pads for manufactured homes) that materially interfere with the operation or maintenance of the Lines, subject to Grantee's obligation to restore the property of Grantor and its tenants as set forth hereinafter.

Grantor further conveys to Grantee a construction easement for a period of one (1) year after the date hereof (the "Construction Easement") for the right of ingress and egress upon the Easement Area and any additional land needed as working room, reasonably necessary for the purpose of constructing the Lines and for maintaining the Lines. Grantee shall have the right to use, occupy and/or improve for construction purposes the area included in the Construction Easement for one (1) year after the date hereof in order to complete the construction of the improvements related to the Lines. Grantee will conduct its operations in the construction and maintenance of the Lines in such a manner as to not unreasonably interfere with the operation of Shady Springs Manufactured Home Community and its tenants. All improvements installed by Grantee will be located underground with the exception of gate valve covers and water meter boxes, which will be as nearly flush with the ground as is practicable, and fire hydrants. The Lines will be installed by boring under existing asphalt or concrete roads, drives, curbs and parking pads for manufactured homes.

Grantee agrees to restore the property of Grantor and its tenants to substantially the same condition that existed prior to construction or maintenance of the Lines and to replace or relocate any fences, culverts, driveways, utilities or other structures which are necessary to move or which are damaged as a result of the construction or maintenance of the Lines, including without limitation restoration of asphalt or concrete roads, drives, curbs or parking pads for manufactured homes. Grantee will, at all times and at its sole risk and expense, maintain the Lines in good condition and in proper working order. Grantee will, promptly upon completion of the Lines and at its sole risk and expense, install a water meter for each lot comprising part of Shady Springs Manufactured Home Community and will, at all times and at its sole risk and expense, maintain said meters. Grantee will, from and after the installation of said meters and at its sole risk and expense, read the meters and bill the occupant of each lot comprising part of Shady Springs Manufactured Home Community for water service and sewer service provided to such occupant.

Grantor and Grantee agree that, if, at any time after completion of construction of the Lines, the Property is no longer used for the operation of a manufactured home community, then the Easement shall terminate and the parties hereto or their successors and/or assigns will execute and deliver an instrument terminating this Water Line and Sewer Line Easement Agreement, which will be recorded in the land records of Hinds County, Mississippi.

This Water Line and Sewer Line Easement Agreement was accepted by the City of Clinton, Mississippi, at its regular board meeting on the ___ day of _____, 2010.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

WITNESS THE SIGNATURE OF GRANTOR as of the 21st day of September 2010.

HOMEWOOD COMPANY, L.L.C.

By: _____
MANAGER

ATTEST:

By: Russell Wall
CITY CLERK
(SEAL)

CITY OF CLINTON, MISSISSIPPI
By: Rosemary G. Quistman
MAYOR



STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2010, within my jurisdiction, the within named J. Kane Ditto, who acknowledged to me that he is Manager of Homewood Company, L.L.C., a Mississippi manager-managed limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

NOTARY PUBLIC

My Commission Expires:

(Affix official seal)

STATE OF MISSISSIPPI
COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for the said county and state, on this 23 day of Sept, 2010, within my jurisdiction, the within named Rosemary G. Quistman and Russell Wall, who acknowledged to me that they are Mayor and City Clerk of the City of Clinton, Mississippi, a body corporate and politic and a political subdivision of the State of Mississippi, and that for and on behalf of said city, and as its act and deed, they executed and sealed the above and foregoing instrument, after first having been duly authorized by said city so to do.

Jack K. Barnett
NOTARY PUBLIC

My Commission Expires:

11/26/10
(Affix official seal)



EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land lying and being situated in the East Half of the Southwest Quarter of Section 5, Township 5 North, Range 1 West, Hinds County, Mississippi, and being more particularly described as follows:

Commencing at the intersection of the centerline of Springridge Road with the centerline of East North McRaven Road, run S 64°04'00" E along the said centerline of East McRaven Road for a distance of 822.00 feet to a point; thence run S 26°27'00" W for a distance of 23.02 feet to an iron pin on the south right-of-way line of said East North McRaven Road, being the Point of Beginning; thence run S 63°24'49" E along said south right-of-way line for a distance of 508.93 feet to a nail in fence post; thence run S 00°29'10" W for a distance of 663.39 feet to a 2-inch iron pipe; thence run S 00°28'43" W for a distance of 827.03 feet to a point on an existing fenceline and an iron pin; thence run N 88°45'12" W along a wire fence for a distance of 453.65 feet to an iron pin; thence run N 00°01'50" W for a distance of 566.82 feet to a nail in fence post; thence run N 00°33'55" E for a distance of 1,141.50 feet to the Point of Beginning, containing 16.79 acres, more or less.