

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, OCTOBER 7, 2008 - 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 Morgan followed by the pledge of allegiance to the flag led by Alderman Barnett.

ROLL CALL City Clerk, Russell Wall

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

RECOGNITION

The Maids and Matrons Association was recognized by the Mayor for providing refreshments for the October 7th Board meeting.

The Mayor announced the death on Sunday October 5, 2008 of Brooxye Sessums a former secretary to the Mayor.

APPROVAL OF CONSENT AGENDA ITEMS A-JJ

MOTION made by Alderman Greer and **SECONDED** by Alderman Brabham to approve the Consent Agenda Items A-JJ. Items C, D, E, F, G, H, I, and J will serve to advertise favorably the opportunities, possibilities and resources of the City of Clinton. **MOTION CARRIED UNANIMOUSLY**

PUBLIC/QUASI PUBLIC CONDITIONAL USE TO OPERATE A GOVERNMENT BUILDING – 605 E NORTHSIDE DRIVE – QUISENBERRY LIBRARY

Upon presentation by Tammie Roberson, Compliance Officer, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Morgan the board approved the resolution for the conditional use request to operate a government building, the Quisenberry Library, located at 605 E Northside Drive. The Planning and Zoning Commission recommended approval. A copy of the request is on file with the Community Development Director. A copy of the resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

PRELIMINARY SITE PLAN – 605 E NORTHSIDE DRIVE – QUISENBERRY LIBRARY

Upon presentation by Tammie Roberson, Compliance Officer, **MOTION** made by Alderman Barnett and **SECONDED** by Alderman Bishop the board approved the preliminary site plan for the Quisenberry Library to be located at 605 E Northside Drive. The Planning and Zoning Commission recommended approval. The site Plan is on file with the Community Development Director. **MOTION CARRIED UNANIMOUSLY**

PUBLIC/QUASI PUBLIC CONDITIONAL USE TO OPERATE A CHURCH – 807 MONROE STREET – NEW BIRTH CHURCH

Upon presentation by Tammie Roberson, Compliance Officer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Morgan the board approved the resolution for the conditional use request to operate a church, New Birth Church, located at 807 Monroe Street. The Planning and Zoning Commission recommended approval. A copy of the request is on file with the Community Development Director. A copy of the resolution is on file with the City Clerk. Alderman Greer left the meeting at 7:12 pm and returned at 7:15 pm. Alderman Greer was not present during the discussion of this matter nor did he vote on this item. **MOTION CARRIED UNANIMOUSLY**

PRELIMINARY SITE PLAN – 103 CLINTON PARKWAY – CENTRO PROPERTIES GROUP

Upon presentation by Tammie Roberson, Compliance Officer, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Barnett the board approved the preliminary site plan for Centro Properties Group to be located at 103 Clinton Parkway. The Planning and Zoning Commission recommended approval. The site Plan is on file with the Community Development Director. **MOTION CARRIED UNANIMOUSLY**

EXTERIOR RENOVATIONS AND ADDITION – 206 W LEAKE STREET – CHRIS GRAHAM

Upon presentation by Tammie Roberson, Compliance Officer, **MOTION** made by Alderman Morgan and **SECONDED** by Alderman Brabham the board approved the exterior renovations and addition for Chris Graham located at 206 W Leake Street. The Planning and Zoning Commission and the Historical Commission recommended approval. The renovations and addition are on file with the Community Development Director. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 903 LONGWOOD PLACE

Upon presentation by Tammie Roberson, Compliance Officer, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Brabham the board approved a resolution determining the necessity for the cleaning of private property located at 903 Longwood Place, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended, and other applicable statutes and ordinances. A public hearing was held but no one representing the property owners was present and there was no public comment. A copy of the resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF PROPERTY AND LIABILITY INSURANCE FOR FISCAL YEAR 2009

Sam Bryson of Bryson & Company presented a proposal from Trident Insurance Company for fire, auto liability and worker's compensation insurance coverage for the fiscal year 2008-2009. **MOTION** made by Alderman Greer and **SECONDED** by Alderwoman Peace the board approved the proposal of \$278,058 from Trident Insurance Company as the lowest and best bid, and furthermore approved the payment of the additional premium of \$1,685 for terrorism coverage and approved the \$2,500 agent service fee included in the Workers Compensation Insurance premium. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE APPOINTMENTS OF WAYNE RITCHEY, MISSY JONES, TOM HENDERSON, DEANNA DILLARD, MYRA KINCHEN, AND RICKY NATIONS TO THE LIBRARY BOARD FOR A THREE (3) YEAR TERM FOR EACH APPOINTEE

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Morgan the board approved the appointments of Wayne Ritchey, Missy Jones, Tom Henderson, Deanna Dillard, Myra Kinchen, and Ricky Nations to the Library Board for a three (3) year term for each appointee. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF THE MUNICIPAL COMPLIANCE QUESTIONNAIRE FOR THE YEAR ENDING SEPTEMBER 30, 2008

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Barnett the board approved the Municipal Compliance Questionnaire for the year ending September 30, 2008. A copy of the questionnaire is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVAL FOR THE MAYOR TO EXECUTE AN AGREEMENT WITH OCE FINANCIAL SERVICES, INC FOR \$149.73 PLUS .0084 PER COPY FOR 48 MONTHS FOR THE LEASE OF A COPIER FOR CITY HALL

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham the board gave approval for the Mayor to execute an agreement with Oce Financial Services, Inc for \$149.73 plus .0084 per copy as being the lowest and best bid for a 48 month lease for a copier for City Hall. A copy of the lease is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPOINTMENT OF JACKIE BARNETT AND LINDA WHITE AS DEPUTY CITY CLERKS

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Morgan the board approved the appointment of Jackie Barnett and Linda White as Deputy City Clerks. **MOTION CARRIED UNANIMOUSLY**

ACCEPTANCE OF \$9,620 FOR A 2007 HOMELAND SECURITY GRANT FOR THE CITY OF CLINTON FIRE DEPARTMENT

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderman Bishop and **SECONDED** by Alderman Barnett the board approved the acceptance of \$9,620 for a 2007 Homeland Security Grant for the City of Clinton Fire Department. **MOTION CARRIED UNANIMOUSLY**

CONSTRUCTION MATERIALS TESTING PROPOSAL FOR THE QUISENBERRY LIBRARY

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderwoman Peace the board approved the construction materials testing proposal for the Quisenberry Library. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF AN ENGINEERING CONTRACT WITH WILLIFORD, GEARHART & KNIGHT, INC. FOR THE NRCS PROJECT

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderwoman Peace the board approved an engineering contract with Williford, Gearhart & Knight, Inc. for the NRCS project. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF AN ENGINEERING SERVICES CONTRACT WITH WILLIFORD, GEARHART & KNIGHT, INC. FOR THE FACILITIES PLAN UPDATE FOR THE WATER SYSTEM

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderwoman Peace the board approved an engineering services contract with Williford, Gearhart & Knight, Inc. for the Facilities Plan Update for the Water System. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF AN ENGINEERING SERVICES CONTRACT WITH WILLIFORD, GEARHART & KNIGHT, INC. FOR THE FACILITIES PLAN UPDATE FOR THE SEWER SYSTEM

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer the board approved an engineering services contract with Williford, Gearhart & Knight, Inc. for the Facilities Plan Update for the Sewer System. **MOTION CARRIED UNANIMOUSLY**

SUPPLEMENTAL AGREEMENT #1 FOR THE INTERSECTION IMPROVEMENT/SIGNAL PROJECT

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Morgan the board approved the supplemental agreement #1 for the Intersection Improvement/Signal project. **MOTION CARRIED UNANIMOUSLY**

OTHER BUSINESS

APPROVAL OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON MISSISSIPPI REGARDING THE RELOCATION OF VOTING PRECINCT CLINTON 4

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Brabham the board approved a resolution of the Mayor and Board of Aldermen of the City of Clinton Mississippi regarding the relocation of voting precinct Clinton 4. A copy of the resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVAL FOR THE MAYOR TO EXECUTE A LEASE BETWEEN THE CITY OF CLINTON AND TOWER VENTURE V FOR A CELL TOWER AT CHERRY PARK

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Barnett the board gave its approval for the Mayor to execute a lease between the City of Clinton and Tower Venture V for a cell tower at Cherry Park. A copy of the lease is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 8:12 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderwoman Peace to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held on October 21, 2008 at 7:00 pm. **MOTION CARRIED UNANIMOUSLY**

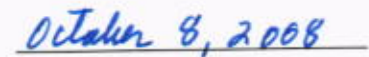
APPROVED:


Rosemary G. Aultman, Mayor


Date

ATTEST:


Russell L. Wall, City Clerk


Date



Interoffice

MEMORANDUM

To: Russell
From: Lucy *Lucy*
Date: September 24, 2008
Re: October 7th Agenda

Under recognitions for the next agenda please add the Maids and Matrons Association. The Mayor will recognize them for providing refreshments for the October 7th board meeting.

Thanks.

From the desk of...

Lucy Lupo
Executive Asst. to the Mayor
City of Clinton
Post Office Box 156
Clinton, Mississippi 39060
Telephone: 601-925-6103
Fax: 601-924-0113

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE:

October 7, 2008

AGENDA ITEM NO. 7A

CONSENT AGENDA:

TO:

FOR:

ACCT. NO :

DISCUSSION/ACTION: Public/Quasi Public conditional use to operate a government building
605 E. Northside Drive
Quisenberry Library

INTRODUCED BY: Tammie Roberson

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes

Invoice

Other: _____

Ordinance

Plans, Maps

Resolution

Contract

RECOMMENDATION: Planning and Zoning recommends approval.

BOARD ACTION:

MOTION MADE BY: Pearl

SECONDED BY: Morgan

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

✓

Hisaw

✓

Greer

✓

Bishop

✓

Peace

✓

Morgan

✓

Barnett

✓

Mayor Aultman

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL
ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE

**RESOLUTION APPROVING A CONDITIONAL USE FOR
PUBLIC/PUBLIC-QUASI FACILITY FOR THE CITY OF CLINTON TO OPERATE THE
QUISENBERRY LIBRARY AT 605 EAST NORTHSIDE DRIVE, CLINTON, MISSISSIPPI**

WHEREAS, the City of Clinton, did file a request for a conditional use of the property located at 605 East Northside Drive as a public/quasi-public facility to operate the Quisenberry Library; and,

WHEREAS, all notice requirements of the Zoning Ordinance of the City of Clinton were accomplished and a public hearing was held on September 23, 2008, as required; and,

WHEREAS, the Planning and Zoning Commission upon conclusion of the public hearing on September 23, 2008, adopted a motion to approve the request of the City of Clinton for a conditional use to operate the Quisenberry Library and that the motion be forwarded to the next meeting of the Mayor and Board of Aldermen for their consideration.

WHEREAS, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinances; and

WHEREAS, the Mayor and Board of Aldermen are fully familiar with the request and the area involved in the request; and

BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi that the request of City of Clinton for designation of the property as described in exhibit "A" as a public/public-quasi facility and hereby granted and such action is taken pursuant to the findings of fact set out as follows:

1. The Mayor and Board of Aldermen of the City of Clinton, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinance.
2. The recommendation of the Planning and Zoning Commission is advisory in nature.
3. The Mayor and Board of Aldermen have knowledge of the area involved and are aware of the need for the conditional use.
4. The requested designation meets the definitions of a Conditional Use of the Zoning Ordinance.
5. The Conditional-Use will promote the general welfare of the City of Clinton and will not adversely affect adjacent property. Future projects within the designation area will remain subject to the Zoning Ordinance and approval of site plans or other matter will allow the City to continue to monitor the area.

6. The Mayor and Board of Aldermen find that Section 402 of the Zoning Ordinances has been complied with and that the requirements of Section 2405.01 of the Zoning Ordinances are satisfied based upon the presentation of the applicants and the site plan presented to the Planning Commission and to the Mayor and Board of Aldermen.
7. The granting of this conditional-use does not relieve the requested from compliance with any applicable law, court order, covenants or contracts.

The foregoing Resolution, having been reduced to writing, Alderman ^{WOMAN}~~man~~ PEACE moved that said Resolution be adopted. Alderman MORAN seconded. The vote was as follows:

Alderman Brabham voted: AYE
Alderman Hisaw voted: AYE
Alderman Greer voted: AYE
Alderman Bishop voted: AYE
Alderman Peace voted: AYE
Alderman Barnett voted: AYE

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

The foregoing ordinance was approved this the 7th day of OCTOBER 2008.

CITY OF CLINTON

BY: Rosemary L. Aufman
Rosemary Aufman, Mayor

ATTEST:

Russell Wall
Russell Wall, City Clerk



EXHIBIT "A"

Commence at a ½" iron pipe at the Northwest corner of Lot 130 of Clinton Park Subdivision Part 3, Clinton, Hinds County, Mississippi for the Point of Beginning:

From the POB run on and along the West line of said Clinton Park Subdivision Pat 3 S01.36'03" E for 884.57 feet to a Point on the North line of the Clinton Community Property; Thence run on and along the North line of Clinton Community Nature Center Association Inc for the next 5 calls; Thence run S83.28'35" W for 72.48 Feet; Thence run S67.52'30" W for 217.55 Feet; Thence run S81.03'31" W for 29.56 Feet; Thence run S67.49'25" W for 99.50 Feet; Thence run S55.38'26" W for 107.78 Feet to a Point on the East line of property owned by Clinton Assisted Living, LLC; Thence run on and along said East line N01.38'08" W for 1738.87 feet to the South ROW line of Northside paved public drive; Thence run on and along said ROW line N89.28'29" E for 276.33 Feet; Thence continue on and along said ROW and along the arc of a curve that curves to the Right and has a radius of 628.88 Feet, an arc length of 253.21 Feet, and a chord bearing and distance of S79.24'14" E for 251.50 Feet; Thence run S01.47'18" E for 616.11 Feet back to the POB. Said parcel of land is part of SE1/4 of Section 20, T6N, R1W, Clinton, Hinds County, Mississippi and contains 19.53 acres.

PLANNING AND ZONING COMMISSION

Clinton, Mississippi

Tuesday, September 23, 2008

7:00 P.M.

Municipal Courtroom

305 Monroe Street

Minutes

Commission members present: Jim Martin, Ottawa Carter, Ryan Tracy, Bettye King, Nancy Davis, Pat Smith. City officials present: Richard Broome, City Engineer, Ken Dreher, City Attorney and Tammie Roberson, Compliance Officer.

CALL TO ORDER

The Meeting was called to order at 7:02pm.

CONSIDERATION AND APPROVAL OF JULY 22, 2008 MINUTES.

Minutes of the July 22, 2008 were amended as follows: Page two, Paragraph 8: Ryan Tracy reiterated the request of Mr. Lancaster that no more than two scooters would be displayed outside. MOTION to approve the Minutes as amended was made by Bettye King, SECOND by Ottawa Carter. MOTION carried UNANIMOUSLY.

NEW CONSIDERATIONS

A public/quasi-public conditional use for New Birth Church to operate a church at 807 Monroe Street. Representative present: Scott Phillips

New Birth Church is considering the purchase of the property at 807 Monroe Street to operate their administration and services ministries. A public/quasi-public conditional use is required to operate a church in any zoning district.

Pastor Scott Phillips added the building is move-in ready other than changing a few paint colors. The building will accommodate 120 – 150 people. Additional parking can be added to the front and rear of the building.

A public hearing was held and no opposition was present.

MOTION was made by Bettye King to recommend to the Mayor and Board of Aldermen that approval be granted to New Birth Church for a Public/Quasi-Public Conditional Use to Operate a Church at 807 Monroe Street. SECOND by Nancy Davis. MOTION carried UNANIMOUSLY.

A public/quasi-public conditional use for the City of Clinton to operate the Quisenberry Library at 605 E. Northside Drive. Representative present: Richard Broome

The City of Clinton is requesting a public/quasi-public conditional use to operate the Quisenberry Library at 605 E. Northside Drive. A public/quasi-public conditional use is required for any building which is customarily and ordinarily provided by either public or private agencies, groups, corporations or organizations whose purpose is the provision of necessary and desirable goods and/or services for the general public health, safety and welfare. Such uses include all governmental buildings (including municipal buildings and

buildings erected by County, State, or Federal governments).

A public hearing was held and no opposition was present.

MOTION was made by Ryan Tracy to recommend to the Mayor and Board of Aldermen that approval be granted to the City of Clinton for a public/quasi-public conditional use to operate the Quisenberry Library at 605 E. Northside Drive. SECOND by Pat Smith. MOTION carried UNANIMOUSLY.

Preliminary site plan for the Quisenberry Library to be located at 605 E Northside Drive.
Representative present: Richard Broome

City of Clinton is requesting approval of the preliminary site plan of the Quisenberry Library to be located at 605 E. Northside Drive. Site plan has been reviewed and approved by the Site Plan Committee. Architectural Review Committee has also reviewed and approved the preliminary site plan. ARC did suggest the addition of security gates at the front entrance.

MOTION was made by Nancy Davis to recommend to the Mayor and Board of Aldermen that approval be granted to the City of Clinton for the preliminary site plan of the Quisenberry Library to be located at 605 E. Northside Drive. SECOND by Bettye King. MOTION carried UNANIMOUSLY.

Preliminary site plan of a retail development to be located at 103 Clinton Parkway.
Representatives present: Bill Owen, Engineer; Robert Scott, Centro Properties; Dick Baine, Architect.

Centro Properties Group is requesting approval of a preliminary site plan for an 8,610 +/- square foot retail development. Proposed site is on Clinton Parkway, west end of the new Kroger development, north of College Cleaners, in what is now a parking lot. The site is located within a C2-General Commercial zoning district which allows this type of development. The site plan committee has reviewed and approved the site plan. Architectural Review Committee has also reviewed and approved the preliminary site plan. They did suggest moving the dumpster to a less visible location and remove the split face and replace with brick.

MOTION was made by Bettye King to recommend to the Mayor and Board of Aldermen that approval be granted to the Centro Properties for the preliminary site plan of the retail development to be located at 103 Clinton Parkway. SECOND by Ryan Tracy. MOTION carried UNANIMOUSLY.

Request by Chris Graham for exterior renovations and addition to 206 W Leake Street which is located in the Olde Towne District. Representative present: Chris Graham

Chris Graham is requesting approval for exterior renovations to the structure located at 206 W Leake Street. Also proposed is the addition of a garage. Currently the structure was a duplex, but will be renovated for a single-family dwelling. The Historical Preservation Committee has reviewed and approved this renovation and addition.

MOTION was made by Ryan Tracy to recommend to the Mayor and Board of Aldermen

that approval be granted to Chris Graham for the exterior renovations and addition to 206 W. Leake Street. SECOND by Ottawa Carter. MOTION carried UNANIMOUSLY.

OTHER BUSINESS

There was no other business to be discussed.

NEXT MEETING

The next meeting will be held on Tuesday, October 28, 2008 beginning at 7:00pm.

ADJOURNMENT

MOTION was made Bettye King to adjourn. SECOND by Ryan Tracy. Before a vote was taken Nancy Davis said she had some things to discuss. She asked Tammie Roberson how a violation is reported. Roberson replied both citizen and city cited. Davis asked if a notice of zoning is hand delivered by a police officer and if not how is one notified. Roberson replied notices are mailed by regular US mail. Davis then asked it helps for more than one person to call in a violation. Roberson replied only one inspection of a complaint and only one violation notice can be sent even if more than one citizen calls to report the violation. Davis asked how much time is allowed to correct the violation. Roberson replied a first notice allows approximately 15 days to correct the violation. A re-inspection is done at that time, if the violation has not been corrected, and then a second notice is sent which allows another 15 days to correct the violation. Another re-inspection is done and then other measures are pursued. Davis asked if Roberson herself did the inspections. Roberson replied she and the other inspector do subdivision inspections as well as address citizen called in violations. Bettye King asked if there were others in the City that helps with violations such as parking in the street and/or yard. Before Roberson could answer, Nancy Davis answered that she had been told that the police department did not like to write tickets for parking in the street. Davis added that these types of ordinances are needed to maintain the property values in our City and is glad that follow up is being done. MOTION was carried UNANIMOUSLY.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE:

October 7, 2008

AGENDA ITEM NO. 7B

CONSENT AGENDA:

TO:

FOR:

ACCT. NO :

DISCUSSION/ACTION: Preliminary Site Plan
605 E. Northside Drive
Quisenberry Library

INTRODUCED BY: Tammie Roberson

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes

Invoice

Other: _____

Ordinance

Plans, Maps

Resolution

Contract

RECOMMENDATION: Planning and Zoning recommends approval.

BOARD ACTION:

MOTION MADE BY: Barnett

SECONDED BY: Bishop

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

✓

Hisaw

✓

Greer

✓

Bishop

✓

Peace

✓

Morgan

✓

Barnett

✓

Mayor Aultman

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

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE:

October 7, 2008

AGENDA ITEM NO. 7C

CONSENT AGENDA:

TO:

FOR:

ACCT. NO :

DISCUSSION/ACTION: Public/Quasi Public conditional use to operate a church
807 Monroe Street
New Birth Church

INTRODUCED BY: Tammie Roberson

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes

Invoice

Other: _____

Ordinance

Plans, Maps

Resolution

Contract

RECOMMENDATION: Planning and Zoning recommends approval

BOARD ACTION:

MOTION MADE BY: Hisaw

SECONDED BY: Morgan

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

✓

Hisaw

✓

Greer

Did not vote on this item

Bishop

✓

Peace

✓

Morgan

✓

Barnett

✓

Mayor Aultman

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

Greer left meeting at 7:12 pm

Greer returned at 7:15 pm

**RESOLUTION APPROVING A CONDITIONAL USE FOR
PUBLIC/PUBLIC-QUASI FACILITY FOR NEW BIRTH CHURCH TO OPERATE A CHURCH AT
807 MONROE STREET, CLINTON, MISSISSIPPI**

WHEREAS, the New Birth Church, did file a request for a conditional use of the property located at 807 Monroe Street as a public/quasi-public facility to operate a church; and,

WHEREAS, all notice requirements of the Zoning Ordinance of the City of Clinton were accomplished and a public hearing was held on September 23, 2008, as required; and,

WHEREAS, the Planning and Zoning Commission upon conclusion of the public hearing on September 23, 2008, adopted a motion to approve the request of New Birth Church for a conditional use to operate a church and that the motion be forwarded to the next meeting of the Mayor and Board of Aldermen for their consideration.

WHEREAS, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinances; and

WHEREAS, the Mayor and Board of Aldermen are fully familiar with the request and the area involved in the request; and

BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi that the request of City of Clinton for designation of the property as described in exhibit "A" as a public/public-quasi facility and hereby granted and such action is taken pursuant to the findings of fact set out as follows:

1. The Mayor and Board of Aldermen of the City of Clinton, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinance.
2. The recommendation of the Planning and Zoning Commission is advisory in nature.
3. The Mayor and Board of Aldermen have knowledge of the area involved and are aware of the need for the conditional use.
4. The requested designation meets the definitions of a Conditional Use of the Zoning Ordinance.
5. The Conditional-Use will promote the general welfare of the City of Clinton and will not adversely affect adjacent property. Future projects within the designation area will remain subject to the Zoning Ordinance and approval of site plans or other matter will allow the City to continue to monitor the area.

6. The Mayor and Board of Aldermen find that Section 402 of the Zoning Ordinances has been complied with and that the requirements of Section 2405.01 of the Zoning Ordinances are satisfied based upon the presentation of the applicants and the site plan presented to the Planning Commission and to the Mayor and Board of Aldermen.
7. The granting of this conditional-use does not relieve the requested from compliance with any applicable law, court order, covenants or contracts.

The foregoing Resolution, having been reduced to writing, Alderman HISAW moved that said Resolution be adopted. Alderman MORGAN seconded. The vote was as follows:

Alderman Brabham voted: AYE
Alderman Hisaw voted: AYE
Alderman Greer voted: Did not vote
Alderman Bishop voted: AYE
Alderwoman Peace voted: AYE
Alderman Barnett voted: AYE

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

The foregoing ordinance was approved this the 7th day of OCTOBER 2008.

CITY OF CLINTON

BY: Rosemary G. Aultman
Rosemary Aultman, Mayor

ATTEST:

Russell Wall
Russell Wall, City Clerk



Exhibit "A"

Beginning on West side of Monroe Street 485 Feet North of Sproles Street, Southwesterly on ditch 375 Feet North, 314 East, 285 Feet South, 105 Feet to Beginning in West $\frac{1}{2}$ SW $\frac{1}{4}$ Section 20 T6R1W, City of Clinton, Hinds County, Mississippi

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE:

October 7, 2008

AGENDA ITEM NO. 70

CONSENT AGENDA:

TO:

FOR:

ACCT. NO :

DISCUSSION/ACTION: Preliminary Site Plan
103 Clinton Parkway
Centro Properties Group

INTRODUCED BY: Tammie Roberson

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes

Invoice

Other: _____

Ordinance

Plans, Maps

Resolution

Contract

RECOMMENDATION: Planning and Zoning recommends approval.

BOARD ACTION:

MOTION MADE BY: Peace

SECONDED BY: Barnett

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

✓

Hisaw

✓

Greer

✓

Bishop

✓

Peace

✓

Morgan

✓

Barnett

✓

Mayor Aultman

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

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE:

October 7, 2008

AGENDA ITEM NO. 7E

CONSENT AGENDA:

TO:

FOR:

ACCT. NO :

DISCUSSION/ACTION: Exterior renovations and addition
206 W Leake Street
Chris Graham

INTRODUCED BY: Tammie Roberson

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION: Planning and Zoning recommends approval.
Clinton Historical Preservation Committee recommends approval.

BOARD ACTION:

MOTION MADE BY: Morgan

SECONDED BY: Brabham

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

✓

Hisaw

✓

Greer

✓

Bishop

✓

Peace

✓

Morgan

✓

Barnett

✓

Mayor Aultman

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CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE:

October 7, 2008

AGENDA ITEM NO. 8

CONSENT AGENDA:

TO:

FOR:

ACCT. NO :

DISCUSSION/ACTION: Unkempt property
 903 Longwood Place, Briars Subdivision
 Countrywide Home Loans

INTRODUCED BY: Tammie Roberson

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes

Invoice

Other: _____

Ordinance

Plans, Maps

Resolution

Contract

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Peace

SECONDED BY: Brabham

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

☒

Hisaw

☒

Greer

☒

Bishop

☒

Peace

☒

Morgan

☒

Barnett

☒

Mayor Aultman

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RESOLUTION

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 903 Longwood Place, Clinton, Mississippi, and after full consideration of the matter, Alderman PEACE offered the following Resolution: WOMAN

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 903 LONGWOOD PLACE, CLINTON MISSISSIPPI, UNDER THE AUTHORITY GRANTED TO MUNICIPALITIES BY SECTION 21-19-11, 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 903 Longwood Place, 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., October 7, 2008, 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 Department 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, clean the property by cutting weeds, removing rubbish and dilapidated buildings and other debris.

NOW BE IT RESOLVED, 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 903 Longwood Place, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Department 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, to clean the property by cutting weeds, removing rubbish and dilapidated buildings and debris.

3. The Department 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 Brabham 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 Alderman 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>AYE</u>
Alderman Bishop voted:	<u>AYE</u>
Alderwoman Peace voted:	<u>AYE</u>
Alderman Morgan voted:	<u>AYE</u>
Alderman Barnett voted:	<u>AYE</u>

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

The foregoing Resolution was approved this the 7th day of OCTOBER 2008.

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

ATTEST:
Russell Wall
RUSSELL WALL, City Clerk



CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: October 7, 2008

AGENDA ITEM NO. 9

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

approximate Trident

DISCUSSION/ACTION: Property and Liability Insurance

*2,500 - WC fee
1,685 Tennessee*

INTRODUCED BY: Sam Bryson, Bryson & Company

BOARD ACTION:

MOTION MADE BY:

Greer

SECONDED BY:

Peace

VOTE CAST:
TAKEN:

"AYE"

"NAY"

ACTION

Brabham

☒

Hisaw

☒

Greer

☒

Bishop

☒

Peace

☒

Morgan

☒

Barnett

☒

Mayor Aultman

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

Premium Summary**Insurer: Trident/MS Municipal Plan****Policy Term: 10/05/08 to 10/05/09****10/01/08 to 10/01/09 (Workers Comp)**

COVERAGE	07-08 Travelers/ Municipal	08-09 Zurich/ Municipal	08-09 Travelers/ Municipal	08-09 Trident/ Municipal
Auto Liability	\$22,292	\$104,596	\$21,172	\$29,397
Auto Physical Damage	\$8,293	\$10,533	\$9,231	\$21,993
General Liability	\$46,655	\$61,818	\$42,795	\$36,935
Law Enforcement	\$46,976	\$50,691	\$46,976	\$20,547
Public Officials	\$8,802	\$5,527	\$9,679	\$18,174
Employment Practices Liability	\$18,057	\$8,232	\$18,430	Included
Property/Equipment	\$24,297	\$30,530	\$24,810	\$20,909
Workers Comp	\$145,730	\$130,103	\$130,103	\$130,103
TOTAL PREMIUMS:	\$321,102	\$404,957	\$303,196	\$278,058

Notes:

- Last year we had 143 vehicles and this year we have 147.
- Optional Terrorism Coverage for a premium of \$1,685

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: October 7, 2008

AGENDA ITEM NO. 10

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Consider the appointment of Wayne Ritchey, Missy Jones, Tom Henderson, Deanna Dillard, Myra Kinchen, and Ricky Nations to the Library Board for a three (3) year term for each appointee.

INTRODUCED BY: Rosemary Aultman, Mayor

BOARD ACTION:

MOTION MADE BY:

Brabham

SECONDED BY:

Morgan

VOTE CAST:
TAKEN:

"AYE"

"NAY"

ACTION

Brabham

☒

Hisaw

☒

Greer

☒

Bishop

☒

Peace

☒

Morgan

☒

Barnett

☒

Mayor Aultman

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CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: October 7, 2008

AGENDA ITEM NO. //

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Approval of the Municipal Compliance Questionnaire for the year ending September 30, 2008.

INTRODUCED BY: Russell Wall, City Clerk

BOARD ACTION:

MOTION MADE BY:

Peace

SECONDED BY:

Barnett

VOTE CAST:
TAKEN:

"AYE"

"NAY"

ACTION

Brabham

✓

Hisaw

✓

Greer

✓

Bishop

✓

Peace

✓

Morgan

✓

Barnett

✓

Mayor Aultman

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Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no" and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:

City of Clinton, Mississippi
300 Jefferson Street
Clinton, Mississippi 39056

2. List the date and population of the latest official U.S. Census or most recent official census:

2003 – 23,000

3. Names, addresses and telephone numbers of officials (including elected officials, chief administrative officer, and attorney).

Rosemary G. Aultman, Mayor
300 Jefferson Street
Clinton, Mississippi 39056

Jehu Brabham, Alderman-at-Large
106 Longwood Drive
Clinton, Mississippi 39056

Office: 601-925-6103

Home: 601-924-0418

Tony Hisaw, Alderman Ward 1
102 Autumn Way
Clinton, Mississippi 39056

Home: 601-924-9475

Tony Greer, Alderman Ward 2
310 Monterey Drive
Clinton, Mississippi 39056

Home: 601-924-4201

Mike Bishop, Alderman Ward 3
8 Middleton Place
Clinton, Mississippi 39056

Home: 601-925-9473

Kathy Peace, Alderwoman Ward 4
1512 Hawthorne Place
Clinton, Mississippi 39056

Home: 601-924-6869

Mike Morgan, Alderman Ward 5
102 Eva Lane
Clinton, Mississippi 39056

Home: 601-925-5284

Bill Barnett, Alderman Ward 6
227 Hannah Drive
Clinton, Mississippi 39056

Home: 601-924-7756

Kenneth R. Dreher, P.A., City Attorney
Post Office Box 1121
Clinton, Mississippi 39060

Office: 601-925-5316

4. Period of time covered by this questionnaire:

From: October 1, 2007 To: September 30, 2008

5. Expiration date of current elected officials' term:

July 2009

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 2008

Answer All Questions: Y – YES, N – No, N/A – NOT APPLICABLE

PART 1 – General

- | | |
|--|---|
| 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) | Y |
| 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) | Y |
| 3. Are municipal records open to the public? (Section 25-61-5) | Y |
| 4. Are meetings of the board open to the public?
(Section 25-41-5) | Y |
| 5. Are notices of special or recess meetings posted?
(Section 25-41-13) | Y |
| 6. Are all required personnel covered by appropriate surety bonds? | |
| Board or council members (Sec. 21-17-5) | Y |
| Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) | Y |
| Municipal clerk (Section 21-15-38) | Y |
| Deputy clerk (Section 21-15-23) | Y |
| Chief of police (Section 21-21-1) | Y |
| Deputy police (Section 45-5-9) (if hired under this law) | Y |
| 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) | Y |
| 8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting?
(Section 21-15-33) | Y |
| 9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) | Y |

10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) Y
11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) Y
12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance?
(Section 21-35-31 or 21-17-19) Y

PART II – Cash and Related Records

1. Where required, is a claim docket maintained?
(Section 21-39-7) Y
2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y
3. Does the claim docket identify the claimant, claim number, amount and fund from which each warrant will be issued?
(Section 21-39-7) Y
4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y
5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn?
(Section 21-39-13) Y
6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) Y
7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y
8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) Y

- | | |
|--|-----|
| 9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) | Y |
| 10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) | N/A |
| 11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) | Y |
| 12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) | Y |
| 13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) | Y |
| 14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) | Y |
| 15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) | Y |
| 16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution)-- Sections 21-19-45 through 21-19-59, etc.] | Y |
| 17. Are fixed assets properly tagged and accounted for? (Section II-Municipal Audit and Accounting Guide) | Y |
| 18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? | Y |
| 19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) | Y |

PART III – Purchasing and Receiving

- | | |
|--|---|
| 1. Are bids solicited for purchases required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] | Y |
|--|---|

- | | |
|---|---|
| 2. Are all lowest and best bid decisions properly documented?
[Section 31-7-13(d)] | Y |
| 3. Are all one-source item and emergency purchases
documented on the board's minutes? [Section 31-7-13(m)
and (k)] | Y |
| 4. Do all officers and employees understand and refrain from
accepting gifts or kickbacks from suppliers? (Section
31-7-23) | Y |

PART IV – Bonds and Other Debt

- | | |
|---|---|
| 1. Has the municipality complied with the percentage of taxable
property limitation on bonds and other debt issued during the
year? (Section 21-33-303) | Y |
| 2. Has the municipality levied and collected taxes, in a sufficient
amount for the retirement of general obligation debt principal
and interest? (Section 21-33-87) | Y |
| 3. Have the required trust funds been established for utility
revenue bonds? (Section 21-27-65) | Y |
| 4. Have expenditures of bond proceeds been strictly limited to
the purposes for which the bonds were issued? (Section
21-33-317) | Y |
| 5. Has the municipality refrained from borrowing, except where
it had specific authority? (Section 21-17-5) | Y |

PART V – Taxes and Other Receipts

- | | |
|---|-----|
| 1. Has the municipality adopted the county ad valorem tax rolls?
(Section 27-35-167) | Y |
| 2. Are interest and penalties being collected on delinquent
ad valorem taxes? (Section 21-33-53) | Y |
| 3. Has the municipality conducted an annual land sale for
delinquent ad valorem taxes? (Section 21-33-63) | N/A |
| 4. Have the various ad valorem tax collections been deposited
into the appropriate funds? (Separate Funds for Each Tax
Levy) (Section 21-33-53) | Y |

- | | |
|--|---|
| 5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) | Y |
| 6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) | Y |
| 7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) | Y |
| 8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) | Y |
| 9. Has the municipality levied or appropriated not less than ¼ mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) | Y |
| 10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) | Y |
| 11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) | Y |
| 12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) | Y |

CITY OF CLINTON, MISSISSIPPI

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2008

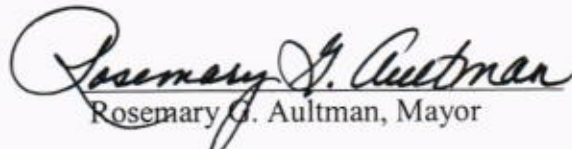
We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Clinton, and, to the best of our knowledge and belief, all responses are accurate.



Russell L. Wall, City Clerk

October 7, 2008

Date



Rosemary G. Aultman, Mayor

October 7, 2008

Date

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: October 7, 2008

AGENDA ITEM NO. 12

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Approval for the Mayor to execute an agreement with Oce Financial Services, Inc for \$149.73 for 48 months for the lease of a copier for City Hall.

INTRODUCED BY: Russell Wall, City Clerk

BOARD ACTION:

MOTION MADE BY: Greer

SECONDED BY: Brabham

VOTE CAST:
TAKEN:

"AYE"

"NAY"

ACTION

Brabham

✓

Hisaw

✓

Greer

✓

Bishop

✓

Peace

✓

Morgan

✓

Barnett

✓

Mayor Aultman

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



Océ Financial Services, Inc.

State and Local Agreement

OFSI Origination office: 5450 Cumberland Avenue Chicago IL 60656
OFSI Administrative office: 5600 Broken Sound Blvd. Boca Raton FL 33487

Contract No:

Customer Billing and Contact Information	Equipment Installation Information
Customer Full Legal Name: <u>City of Clinton</u>	Customer Full Legal Name: <u>City of Clinton</u>
DBA: _____	DBA: _____
Contact Name: <u>Linda White</u>	Contact Name: <u>Linda White</u>
Contact Phone: <u>601-924-5462</u> Email: _____	Contact Phone: <u>601-924-5462</u> Email: _____
Address: <u>P.O. Box 156</u>	Address: <u>300 Jefferson Street</u>
Address: _____	Address: _____
City: <u>Clinton</u> County: <u>Hinds</u>	City: <u>Clinton</u> County: <u>Hinds</u>
State: <u>MS</u> Zip: <u>39060-0156</u>	State: <u>MS</u> Zip: <u>39056</u>
Federal Tax ID#	

Contract and Payment Terms					
Rental Payment	Rental Term In Months	Number of Payments	Billing Cycle Mo / Qtrly / Semi-Ann / Ann	End of Term Purchase Option	For equipment detail, please see the equipment description exhibit A
149.73	48	48	MO	FMV	

IMPORTANT: All Rental Payments will be adjusted to include applicable taxes.

Dear Customer: This Contract is written in simple and easy to read language. The words YOU and YOUR refer to the Customer as the Lessee. The words WE, US and OUR refer to the Lessor, Océ Financial Services, Inc.

CONTRACT: We agree to rent to you and you agree to rent from us the equipment, software and services ("Equipment") listed above or identified in any attached equipment schedule ("Contract"). You promise to pay us the Rental Payments according to the terms of the payment schedule shown above or on any equipment schedule hereto. The Equipment will be used for business and/or commercial purposes and will not be used for personal, family or household purposes.

2. **START OF CONTRACT; DUE DATE OF RENTAL PAYMENTS:** The rental term ("Rental Term") shall be for the period specified herein and shall start when the Equipment is ready for commercial operation, but in no event later than 30 days after delivery of the Equipment ("Rental Start Date"). You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. For the Rental Term, you agree to pay the Rental Payments for the number of payments ("Number of Payments") specified herein. The first Rental Payment will be due on the first day of the month immediately following the Rental Start Date ("Regular Payment Date") and the remaining Rental Payments will be due on the same day of each consecutive Billing Cycle thereafter for the duration of the Rental Term. You agree to remit to us the Rental Payment and all other Rental Charges when due at the address we provide to you. Rental Payments are due whether or not you are invoiced. For any payment that is not received by its due date, you agree to pay a late charge equal to a finance charge of 1.5% per month on any delinquent balance (not to exceed the maximum amount permitted by law).

3. **RENTAL CHARGES.** You agree to: (a) pay Rental Payments and applicable taxes when due; (b) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (c) pay all insurance premiums and other costs of insuring the Equipment; (d) reimburse us for all costs and expenses (including reasonable attorneys' fees and court costs) incurred in enforcing this Contract; and (e) pay all other costs and expenses for which you are obligated under this Contract. You agree, at our discretion, to either (1) reimburse us annually for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment, or (2) remit to us each Billing Cycle our estimate of the pro-rated equivalent of such taxes and governmental charges. We may take on your behalf, any action required under this Contract that you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25 for any check that is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

The terms of this Contract should be read carefully because only those terms in writing are enforceable. You agree to comply with the terms and conditions of this Contract and understand that this Contract cannot be cancelled or terminated by Lessee except as expressly provided herein. You certify that all the information contained in this contract and your application was correct and complete when this Contract was signed. You have selected the Equipment based on your own judgment and we have no responsibility as to the satisfactory performance or maintenance of the Equipment.

Neither the supplier nor any of its salespersons are our agent. They have no authority to speak on our behalf or make any changes to the Contract. The Contract may not be modified unless in writing and signed by both parties. By signing below, you (a) certify that you have read the entire Contract, (b) that neither we nor our representatives have made any agreements or representations except as set forth herein or in the equipment schedule and (c) you are duly authorized to execute the Contract on behalf of your organization. This Contract shall become effective and legally binding as soon as (a) it is signed by you and it is countersigned by us or (b) upon any shipment of Equipment rented pursuant to this Contract, whichever occurs first.

Customer Authorized Signature	Accepted by Lessor:
Customer Name: <u>City of Clinton</u>	Name: <u>Océ Financial Services, Inc.</u>
Authorized Signature: <u>Rosemary G. Avitman</u>	Authorized Signature: _____
Name (print): <u>ROSEMARY G. AVITMAN</u>	Name (print): _____
Title: <u>MAYOR</u> Date: <u>OCTOBER 7, 2008</u>	Title: _____ Date: _____

4. **EQUIPMENT OWNERSHIP:** We are and shall remain the sole owner of the Equipment. You agree to keep the Equipment free from liens and encumbrances. The Equipment shall always remain personal property even though the Equipment may become attached or affixed to real property. If this Contract is determined to be a secured lease, you hereby grant us a security interest in the Equipment and all accessions, attachments, replacements, substitutions, modifications and additions thereto, now or hereafter acquired, and all proceeds thereof (including insurance proceeds).

5. **REPRESENTATIONS, COVENANTS:** You represent and warrant that all customer information provided in this Contract and any associated documents are true, accurate and complete. You understand and agree that the information you have provided to us about you and your organization is material to our decision to enter into this transaction with you, that you have provided us with information about you and your organization in order to induce us to enter into this transaction and that we have relied upon the information you have provided about you and your organization to agree to enter into this transaction. You agree to inform us in advance of any change in the status or type of your organization, state of organization, organization ID number or FEIN. Upon our reasonable request, you will provide us with recent audited financial statements and other organization documentation. You hereby represent and warrant to us that your exact legal name is as set forth on the first page of this Contract. You will not change your legal name in any respect without giving thirty-days (30) prior written notice to us.

6. **NO WARRANTIES:** WE ARE RENTING THE EQUIPMENT TO YOU "AS IS" WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, OR THE QUALITY OF THE MATERIAL OR WORKMANSHIP. WE ARE NOT RESPONSIBLE FOR ANY REPAIRS OR SERVICE TO THE EQUIPMENT OR ANY DEFECTS OR FAILURES IN OPERATION. We assign to you for the term of this Contract any transferable manufacturer or supplier warranties. We are not liable to you for any breach of those warranties. You agree that upon your acceptance of the Equipment, you will have no set-offs or counterclaims against us.

7. **USE, MAINTENANCE AND REPAIR.** You will keep the Equipment only at the address shown in the Contract and you will not move it from that address unless you get our prior written consent. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment solely for the purpose for which it was designed and in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (d) give us reasonable access to inspect the Equipment and its maintenance and other records; (e) not install any accessory or device on the Equipment if such (i) is not readily removable, or (ii) will impair the originally intended function or use of such Equipment. All options, additions, repairs, parts, accessories, equipment and devices attached to the Equipment that are not readily removable, shall become our property.

8. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item from the same manufacturer reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Rental Payments and Rental Charges, (ii) the present value of all remaining Rental Payments and Rental Charges for the item, discounted at the rate of 6% per annum (or the highest rate permitted by law, whichever is higher) and (iii) the End of Term Purchase Option. We will then transfer to you all our right, title and interest in the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable.

9. **INSURANCE.** Until this Contract is paid in full and the Equipment has been returned to us, you will: (a) keep the Equipment insured for its full replacement value against all types of loss, including theft, flood and earthquake coverage, and name us as loss payee; and, (b) provide and maintain acceptable comprehensive general public liability insurance. All policies shall require the insurer to provide us at least thirty days prior written notice of any material change, cancellation or non-renewal of coverage. If you do not provide us with acceptable evidence of insurance, we may, but will have no obligation to, obtain insurance for you and add a charge to your Rental Payment which will include the premium cost and related costs.

10. **LIABILITY:** You are responsible for all losses, damage, claims, infringement claims, injuries and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend, hold harmless and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Contract, for acts or omissions that occurred during the Rental Term. You also agree that this Contract has been entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption or this Contract. In the event of any such loss, we may increase the Rental Payments and other amounts due, to offset any loss of tax benefits.

11. **TAXES: PERSONAL PROPERTY TAX FEES:** You agree to reimburse us for applicable sales and/or use tax and all other taxes, fees, fines and penalties which may be imposed, levied or assessed by any federal, state or local government or agency which relate to this Contract, the Equipment or its use (excluding, however, any taxes based on our net income). Fines and penalties will be limited to any incurred as a result of your failure to act in accordance with federal, state and local tax laws and codes and/or the terms of this Contract. You agree to reimburse us for reasonable costs and an administrative fee incurred in collecting or paying any taxes, assessments, charges, penalties or fees. Per Section 2 above, You will be responsible for reimbursement of any Property Taxes incurred by Us.

12. **ASSIGNMENT:** You may not assign or dispose of any rights or obligations under any portion of this Contract; nor shall you sub-lease the Equipment without our prior written consent. You may, without notifying you, (a) assign this Contract or our interest in the Equipment; and (b) release information we have about you and this Contract to the manufacturer, supplier or any prospective investor, participant or purchaser of this Contract. Any such information shall be deemed confidential by the recipient and us. If we do make an assignment under subsection 12(a) above, our assignee will have all of our rights under this Contract, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

13. **DEFAULT: DAMAGES:** If you (a) fail to make any Rental Payment or Rental Charge when due; or (b) become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you; or (c) terminate your existence by merger, consolidation, sale of substantially all your assets; or (d) default under any other agreement you have with us or our affiliates; or (e) otherwise breach any warranty, covenant or provision of this Contract, we may accelerate the remaining balance due on this Contract and demand the immediate return of the Equipment to us. If you do not return the Equipment to us within ten (10) days of our notice of your default, you will also pay the End of Term Purchase Option stated herein. We may also use any remedies available to us under the Uniform Commercial Code or any other applicable law. To the extent permitted by law, you waive (i) any notice of our repossession and/or (ii) any requirement for us to dispose of the Equipment or otherwise mitigate our damages. By repossessing any Equipment, we do not waive our right to collect the balance due on this Contract.

14. **WAIVER:** Our delay or failure to enforce our rights under this Contract will not prevent us from doing so at a later time.

15. **CHOICE OF LAW; JURISDICTION: VENUE; NON-JURY TRIAL, LIMITATION OF LIABILITY:** You and any Guarantor hereto agree that this Contract will be deemed for all purposes to be fully executed and performed in the State of Illinois and will be governed by Illinois law. YOU AND ANY GUARANTOR EXPRESSLY AND IRREVOCABLY AGREE (a) that any and all legal disputes whatsoever concerning this Contract, must be brought in the State or Federal courts located in Chicago Illinois and that such courts shall have the exclusive jurisdiction and authority to resolve such disputes; (b) to submit to the jurisdiction of the State and Federal courts located in Chicago, Illinois, for purposes of resolving legal disputes concerning this Contract, and to waive any and all objections to personal jurisdiction and/or to venue; and (c) to waive any right to trial by jury in legal disputes concerning this Contract. You and any Guarantor further acknowledge and agree that subsections (a) through (c) are conditions precedent to and are material inducements to our entering into this Contract with you and any Guaranty with any Guarantor. NEITHER PARTY, SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR DAMAGES SUFFERED OR CLAIMED TO HAVE BEEN SUFFERED BY ANY THIRD PARTY INCLUDING YOUR CUSTOMERS, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. OUR MAXIMUM LIABILITY TO YOU FOR ANY CLAIM FOR DAMAGES RELATING TO OUR PERFORMANCE OR NON-PERFORMANCE UNDER THIS CONTRACT SHALL BE LIMITED TO THE LESSER OF \$100,000 OR THE AMOUNT PAID BY YOU FOR THE ITEM WHICH IS THE SUBJECT OF THE CLAIM.

16. **FINANCE LEASE, AMENDMENTS:** YOUR OBLIGATION TO PAY ALL AMOUNTS UNDER THIS CONTRACT IS ABSOLUTE AND UNCONDITIONAL. THIS CONTRACT IS A "FINANCE LEASE" UNDER THE UNIFORM COMMERCIAL CODE ("UCC"). THIS CONTRACT MAY NOT BE AMENDED EXCEPT IN WRITING THAT WE HAVE SIGNED. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES YOU MAY HAVE UNDER UCC 2A-50B THROUGH 2A-522, INCLUDING ANY RIGHT TO: (a) CANCEL THIS CONTRACT; (b) REJECT TENDER OF THE EQUIPMENT; (c) REVOKE ACCEPTANCE OF THE EQUIPMENT; (d) RECOVER DAMAGES FOR ANY BREACH OF WARRANTY; AND (e) MAKE DEDUCTIONS OR SET-OFFS, FOR ANY REASON, FROM AMOUNTS DUE US UNDER THIS CONTRACT. IF ANY PART OF THIS CONTRACT IS INCONSISTENT WITH UCC 2A, THE TERMS OF THIS CONTRACT WILL GOVERN.

17. **RETURN OF EQUIPMENT.** If you are in default, or you do not purchase the Equipment at the end of the Rental Term (or any annual renewal term), you shall return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and maintenance logs, in good working order and condition (except for ordinary wear and tear from normal use). The equipment shall be packed and shipped by the manufacturer or supplier, freight and insurance prepaid at your cost and risk. In addition, you shall pay an inspection, restocking and handling fee of \$250, not to exceed the maximum permitted by law, as reasonable compensation for our costs in processing returned equipment. You will pay us for any loss in value resulting from your failure to maintain the Equipment in accordance with this Contract, missing components, or for damages incurred in shipping and handling.

18. **UCC FILINGS:** You authorize us to file UCC financing statements, and any amendments thereto, to show our interest in the Equipment and any proceeds. You authorize us to insert correct missing information on this Contract, including contract number, your legal name, serial numbers, Equipment location, and any information describing the Equipment.

19. **MISCELLANEOUS:** You agree that any Purchase Order issued to us covering the Equipment or Contract, is issued for purposes of authorization and your internal use only, and none of its terms and conditions shall modify this Contract. Once you sign this Contract, you may deliver the signed Contract to us by facsimile or electronic transmission. By delivering the signed Contract to us by facsimile or electronic transmission, you intend and agree that such facsimile or electronic transmission shall constitute an original of the Contract, shall be legally binding on you as if the Contract were manually signed by you and personally delivered to us, shall be the best evidence of the Contract and shall be admissible in any legal proceeding. We shall have no duty or obligation whatsoever to verify or inquire as to the validity, execution, signor's authority or any other matter concerning the propriety of the

facsimile or electronic transmission. The Contract may not be modified or amended except in writing signed by both parties. Notices, requests or other communications required under the Contract to be sent to either party shall be in writing and shall be hand, overnight courier or certified mail. You agree to service of process by certified mail at your address above in connection with any legal action brought by Océ. If any provision of this Contract is unenforceable, invalid or illegal, the remaining provisions will continue to be effective.

20. **END OF TERM OPTIONS.** At the end of the Rental Term and upon 90 days prior written notice to us, you shall either (a) return all of the Equipment in accordance with Section 17 above, or (b) purchase all of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY, for the End of Term Purchase Option price stated herein, plus applicable sales and other taxes. If we do not receive 90 days prior written notice, this Contract shall automatically be renewed for a non-cancelable renewal term of one-year, and you shall pay us the same Rental Payments and Rental Charges applicable during the Rental Term. In this Contract if the End of Term Purchase Option is FMV, the "FMV" or "Fair Market Value" of the Equipment is its fair market value at the end of the Rental Term, assuming good order and condition (except for ordinary wear and tear from normal use), as reasonably estimated by us.

COST PER IMPRESSION PROGRAM (if applicable): As part of the Rental Payment, you are entitled to a Copy Allowance of the number of impressions specified herein. If the PER FOOT PRICING option has been selected, all Print Charges will be billed on a per foot basis, with each linear or square foot equal to one impression. We are acting solely as an administrative agent for the supplier, Océ North America, Inc. in the billing and collection of these Print Charges. Additional charges for the Cost per Impression program may be invoiced for the following: (a) if you use more than the Copy Allowance in a given period, you will pay an additional charge and such charge will be invoiced by and payable to Océ North America, Inc.; (b) if Océ North America, Inc. determines that you have used more than 10% over the manufacturer's recommended specification for supplies, you agree to pay reasonable charges for those excess supplies directly to Océ North America, Inc.; (c) upon 30 days prior written notice, Océ North America, Inc. may annually increase the portion of your Rental Payment allocated for the maintenance of the Equipment; such increase in any one year shall not be more than ten percent over the previous years' maintenance charges, however, if you selected the Océ North America, Inc. **FIXED PRICE PLAN**, Océ North America, Inc. will forego its right to increase the maintenance component throughout the initial Rental Term.

22. GOVERNMENT CUSTOMER TERMS

(a) **Representations.** You hereby represent and warrant to us the following:

- i. You are a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto. If you are incorporated, you are duly organized and existing under the Constitution and laws of the jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect;
- ii. You have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by us, is attached hereto), to execute and deliver this Contract and to carry out its obligations hereunder;
- iii. All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Contract;
- iv. The Equipment will be used by you only for your essential governmental or proprietary functions consistent with the scope of your authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Your need for the Equipment is not expected to diminish during the Rental Term.

(b) **Non-Appropriation.** You state that it is your intent to make all Rental Payments and Rental Charges required under this Contract. In the event that (i) through no action initiated by you, your legislative body does not appropriate funds for the continuation of the Contract for any fiscal year after the first fiscal year and has no funds to do so from other sources and (ii) you have made a reasonable but unsuccessful effort to find a viable assignee within your general organization who can continue this Contract, this Contract may be terminated. To effect this termination, you shall, 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, send us written notice stating that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed us under the Contract. You shall return the Equipment in accordance with the Contract and certify that, when returned, the Equipment will be free of all liens and encumbrances. You will then be released from your obligations to make any further payments to us under this Contract (and we will retain all sums paid to date).

(c) **Tax Treatment.** If the End of Purchase Option is \$1 we have accepted this contract on our basis claiming any interest paid by you as exempt from our federal income tax under section 103(c) of the internal revenue code of 1986. Should we lose the benefit of this exemption as a result of your failure to comply with or be covered by section 103 (c) or it's regulations, then, subject to the availability of funds and upon demand by us, you shall pay us an amount equal to it's loss in this regard. At the time of your execution of this contract, you shall provide us with a properly prepared and executed copy of US Treasury Form 8038 or 8038-GC.

(d) **Title:** If the End of Purchase Option is \$1, Section 4 is amended to transfer title to the Equipment on the Rental Start Date. Upon any Default or previous termination by you, title shall revert to us free of any of your right, title or interest, and without any further act of conveyance. Thereafter, you shall have no right, title or interest in the Equipment or any additions, repairs, replacements or modifications thereto except as expressly set forth in this Contract.

23. **REPLACEMENT/MODIFICATION OF PRIOR AGREEMENT** (if applicable). This Contract will replace or modify a prior agreement between you and us covering the specified equipment. If it is a replacement contract, the prior agreement shall be null and void; if it is a modification, the prior agreement shall remain in effect except that any new terms presented in this modification agreement (e.g., price, duration configuration) shall take precedence over the prior terms for the balance of the Rental Term. In addition, modifications requiring a reamortization of your payments may include a one-time administrative/processing charge which will appear on your first bill under this revised arrangement. If applicable, we have refinanced the balance of your prior Océ or third-party agreement and this shall be paid for through your Rental Payment. If your prior agreement is with a third-party, you hereby acknowledge that you have the right to terminate the agreement and agree to provide a statement from the third-party identifying the equipment at issue and the amount to be paid off (as well as a statement from you identifying the payee, mailing address and due date for your payoff check). If your prior agreement was with Océ, the use of this refinance option shall render your prior agreement null and void. If you default until this Contract, the full amount of your prior agreement balance shall be immediately due and payable.

24. **NON-OCÉ EQUIPMENT; WE ARE A FINANCIAL INTERMEDIARY** (if applicable). You are renting specifically identified products that were selected by you and that are not sold by Océ North America Inc. in the normal course of its business. With regard to these products, you agree that we are renting them to you "As Is" and without warranty or liability (either direct or indirect) of any kind. As such, and with regard to these products, YOU HEREBY WAIVE THE IMPLIED WARRANTY OF MERCHANTABILITY. We assign to you, to the extent assignable, any warranty rights we have to these products (which rights shall revert to us if you breach this agreement). You agree (a) that these products are not covered by Océ North America's obligation to provide maintenance services; (b) to maintain a separate service agreement for these products with a service provider acceptable to us throughout this Rental Term; (c) to pay all personal property taxes related to these products; and (d) to assign to us any rights you have to these products until title passes from us to you (which, subject any software licenses surrounding the acquisition of these products, shall occur when you obtain title to all Equipment covered by this Contract).

25. **FINANCED SOFTWARE TOTAL** (if applicable). The initial license fees for any application software set forth in this Contract shall be paid for through your Rental Payment. (a) If you breach the Océ North America software license or any of your obligations regarding the Equipment, the full amount of the initial license fees shall be immediately due and payable; (b) you acknowledge that (i) all software is furnished to you under one or more license agreements governing your rights thereto; (ii) the Contract does not convey any explicit or implicit license for the use of Software or other intellectual property relating to the Equipment; and (iii) we do not hold title to any Software and you warrant that at the date of entry in the related Contract you shall be the licensee of such software directly from the licensor; (c) you shall not amend, modify or otherwise alter, any term or condition of any license agreement, including, without limitation, any such term or condition related to (i) payment of any amounts due thereunder; (ii) any liabilities or your obligations as licensee.



Exhibit A: Equipment Schedule to State and Local Agreement

Maintenance Agreement				DATE SUBMITTED 01/03/08		OMD EQUIP ORDER	
BILL TO	CUSTOMER NAME City of Clinton			SHIP TO IF DIFFERENT	CUSTOMER NAME City of Clinton		
					CUSTOMER NAME		
	ADDRESS P.O. Box 156				ADDRESS 300 Jefferson Street		
	CITY/STATE/ZIP Clinton, MS 39060-0156				CITY/STATE/ZIP Clinton, MS 39056		
BILL-TO CUST #		COMBINED BILLING MODEL/SERIAL		EXISTING MASTER AGREEMENT YES ☐ NO ☐		CUSTOMER TAX EXEMPT MAINT TAXABLE YES ☐ NO ☐ YES ☐ NO ☐	
LOCATION CUST #		OPERATOR NAME Linda White		OPERATOR PHONE 601-924-5462		EMAIL ADDRESS	
		METER REQ METHOD (FAX, CALL, E-MAIL) FAX		OPERATOR FAX #		EMAIL ADDRESS	
FULL SERVICE MAINTENANCE PLAN INCLUDES (An option must be selected)				☐ SUPPLIES (EXCLUDES PAPER & STAPLES) ☒ SUPPLIES & STAPLES (EXCLUDES PAPER) ☐ NO SUPPLIES			
FINANCED EMA YES ☐ NO ☒		MAINTENANCE TERM 48		EFFECTIVE DATE		EMA P.O. NUMBER	
LEASED EMA YES ☐ NO ☒		LEASE TERM 48		State Contract ☐ YES ☐ NO		FREQUENCY (Show Rates Below Same As) ☐ Mth ☐ Qtr ☐ Annual ☐ Dual	
						IN ARREARS Yes ☐ No ☐	
Any changes to this agreement must be initialed by the customer							
	MODEL	SERIAL #	Comb Billing (Y/N)	Beginning Meter Read	Time or Usage (Y/N)	FIXED RATE	MIN VOL ALLOW
	im3512					0	0
EMA PRICE IS ANNUAL FOR FAX EQUIPMENT, MONTHLY OR QUARTERLY FOR ALL OTHER EQUIPMENT.							
NOTES State Contract Pricing				BILLING REQUIREMENTS ☒ Standard (Usage billed monthly in arrears, Based on date of Install Consolidated) ☐ Special (attached signed "Customer Billing Requirements" checklist) ☐ Connected Product to Customer Network? (If yes, attach signed "Site Survey")			
CUSTOMER ACKNOWLEDGEMENT							
YOU ACKNOWLEDGE RECEIPT OF, AND AGREE TO BE BOUND BY OCE IMAGISTICS D/B/A OCE NORTH AMERICA CORPORATE PRINTING DIVISION ADDITIONAL SALES TERMS AND CONDITIONS, WHICH ARE INCORPORATED HEREIN. ANY CHANGES THERETO MUST BE APPROVED IN WRITING BY OUR CORPORATE LEGAL DEPARTMENT OR SHALL NOT BE BINDING US. IF A DEVICE IS BEING PROVIDED BUT NOT BEING CONNECTED AT THE TIME OF THIS ORDER, OUR SITE SURVEY IS REQUIRED PRIOR TO CONNECTION IN THE FUTURE.							
CUSTOMER SIGNATURE 				DATE 10-7-08		PRINT SIGNER NAME ROSEMARY G. AVITMAN	
SALES REP NAME Dan Pannell				REP# 501841		PRINT SIGNER TITLE Mayor	
SALES REP SIGNATURE				ORGANIZATION NATL ☐ COMM ☐ BPC ☒		BRANCH NAME	
				BRANCH MANAGER SIGNATURE			
Form # I-10004 Version 05/08							

SALES AGREEMENT				DATE SUBMITTED		ACD #/ORDER #			
BILL TO	CUSTOMER NAME City of Clinton			SHIP TO (IF DIFFERENT)	CUSTOMER NAME City of Clinton				
	ADDRESS P.O. Box 156				ADDRESS 300 Jefferson Street				
	CITY/STATE/ZIP Clinton, MS 39060-0156				CITY/STATE/ZIP Clinton, MS 39056				
CUSTOMER #		PARTY #		EXISTING MASTER AGREEMENT? YES ☐ NO ☒		TAX EXEMPT? YES ☐ NO ☐		TAX EXEMPT CERT ATTACHED? YES ☐ NO ☐	
BILL TO LOCATION #		BILL TO CONTACT NAME Linda White		BILL TO PHONE # 601-924-5462		EMAIL ADDRESS			
SHIP TO LOCATION #		SHIP TO CONTACT NAME Linda White		SHIP TO PHONE # 601-924-5462		EMAIL ADDRESS			
SHIP TO LOC WITHIN CITY LIMITS? YES ☐ NO ☐		PURCHASE ORDER #		PO EXPIRE DT		SERVICE/MAINTENANCE COVERAGE (Check One) EMA ATTACHED ☐ BILL TIME & MATERIALS ☐			
DEMO ORDER? YES ☐ NO ☐		MODEL/SERIAL FOR DEMO EQUIPMENT			REQ INSTALL/CONVERSION DATE				
QTY.	ITEM	EQUIP TYPE (NEW, RECON, DEMO)	DESCRIPTION	PRICE LIST	UNIT PRICE	DISC/ TRADE IN ALLOW	NET PRICE		
1	1m3512	N	MFP	OFSI					
1	9513	N	Scanner Rack						
1	9513000	N	Scanner Unit						
1	9242	N	Finisher						
1	9246	N	Duplex Unit						
1	9292	N	500x200 LCC						
1	ZB350960	N	Scanner Kit						
1	ZB3500970	N	Net Kit						
ADDITIONAL REQUIREMENTS					SUBTOTAL Page 1				
☒ Standard Billing (Usage billed monthly in arrears, Based on date of Install, Consolidated)									
☐ Special Billing (attach signed "Customer Billing Requirements" checklist)					TOTAL TAXES				
Connect Product to Customer Network? ☐ YES ☒ NO (attach signed "Site Survey")					ORDER TOTAL				
CUSTOMER ACKNOWLEDGEMENT									
YOU ACKNOWLEDGE RECEIPT OF, AND AGREE TO BE BOUND BY OCÉ IMAGISTICS D/B/A OCÉ NORTH AMERICA CORPORATE PRINTING DIVISION ADDITIONAL SALES TERMS AND CONDITIONS, WHICH ARE INCORPORATED HEREIN. ANY CHANGES THERETO MUST BE APPROVED IN WRITING BY OUR CORPORATE LEGAL DEPARTMENT OR SHALL NOT BE BINDING UPON US. IF A DIGITAL DEVICE IS BEING PROVIDED BUT NOT BEING CONNECTED AT THE TIME OF THIS ORDER, OUR SITE SURVEY IS REQUIRED PRIOR TO CONNECTION IN THE FUTURE.									
CUSTOMER'S SIGNATURE <i>Rosemary G. Hultman</i>			DATE 10-7-08	PRINT SIGNER'S NAME ROSEMARY G. HULTMAN		PRINT SIGNER'S TITLE MAYOR			
SALES REP NAME Brian Pannell		ROLE A	SPLIT % 100%	REP # 501841	BRANCH NAME Jackson	ORGANIZATION			
		W				NATL ☐	OFFICE ☐	BPC ☒ DPC ☐	
		I				NATL ☐	OFFICE ☐	BPC ☐ DPC ☐	
		P				NATL ☐	OFFICE ☐	BPC ☐ DPC ☐	
DELIVERY INSTRUCTIONS: Business hours: to									
Delivery of customer equipment within building via: Stairs ☐ Elevator ☐ Loading Dock Available Yes ☐ No ☐									
IF ORDER INCLUDES PICK-UP/TRADE IN S, COMPLETE THE ADDITIONAL EQUIPMENT/TRADE-IN FORM									
SALES REP'S SIGNATURE			DATE	BRANCH MANAGER'S SIGNATURE			DATE		
FORM # I-10003 VERSION 02/2007 Page 1 of									



Océ North America

Document Printing Systems

119 Marketridge Drive
Suite H
Ridgeland, MS 39257
telephone 601.206.9039
www.oceusa.com

8 September 2008

Copier Proposal For...
City of Clinton

NO PAYMENT UNTIL 2009.

Thank you for this opportunity of providing information on the following copier for your consideration. Based on our conversation, I am recommending the following copier for your consideration.

IM3512 Copier

\$ 5,697.00 purchase
149.73 Lease

- Includes im3512 Copier (35 ppm)
 - Document Feeder / Scanner (47 ppm)
 - Stackless Duplex
 - 2 x 550 Sheet Paper Drawers
 - 1 x 2,000 Sheet Paper Drawer
 - Stapling Finisher
 - Print / Scan System
- See attached for additional specifications...

Service and supplies will be billed at \$.0084.

Please feel free to call me with any questions you may have. We look forward to the opportunity of earning your business now and in the future!

****NO PAYMENT SPECIAL VALID SEPTEMBER 2008***

At your service,

Brian Pannell
Manager
State/Rental Division

Quotes on Copiers for City Hall August 2008

	35 pg per min	33 pg per min	30 pg per min	finisher	2 trays 550 sheets	scan	print	fax	per copy	7500 copies	lease per month	TOTAL PER MONTH
Oce'												
IM3512 48 month lease	X			X	X	X	X		0.0084	63.00	149.73	212.73
Purchase price \$5,697.00											36 mo	
Ikon												
Canon iR3030 48 month lease			X	X	X	X			0.0155	116.25	135.00	251.25
Purchase price \$5,500.00											36 mo	
with print option			X	X	X	X	X		0.0155	116.25	140.00	256.25
Purchase price \$5,700.00											36 mo	
Afficio MP3350SP 48 month lease		X			X	X			0.0127	95.25	137.00	232.25
Purchase price \$5,800.00											36 mo	
with print option		X			X	X	X		0.0127	95.25	145.00	240.25
Purchase price \$6,200.00											36 mo	
R J Young									85.40 for 7,000 copies after that			
Ricoh MP3350SP 48 month lease		X		X	X	X	X	X	0.0119		156.00	241.40
Purchase price \$7,185.00											48 mo	

All Leases include parts, labor, toner and drum.

Oce' also has two used copiers (as of 8/22):

\$1,690.00	Print, fax, scan, staple, hole punch, 35 pages per min	Service and supplies \$50.00 for 5,000 per month	(.01 per copy)
\$1,275.00	Scan, staple, hole punch, 35 pages per min	Service and supplies \$50.00 for 5,000 per month	(.01 per copy)

Our current cost for Maintained on the Cannon copier at City Hall:
we pay every three months, it breaks down to approximately \$138.97 per month.

Side-By-Side Product Compare				
		Oce im3512	Ricoh Aficio MP 3350SP	Canon imageRUNNER 3030
BACKGROUND INFORMATION		212.73	241.40	256.25
Dataquest Segment	3	3	2	
SRP/Street Price	\$8,990*/None	\$8,385/Info not avail	\$6,600/Info not avail	
Manufacturing Status	New	New	New	
Domestic Intro Date	December 2007	February 2008	January 2007	
OEM	Sharp SIICA (China/Japan)	Ricoh (China)	Canon (China)	
Distributed By	Dealers and branches	Dealers, branches and subsidiaries	Dealers and subsidiaries	
Max Monthly Duty Cycle	200,000 impressions	100,000 impressions	115,000 impressions	
TYPE	Monochrome copier, MF	Monochrome copier, MF	Monochrome copier, MF	
Configuration/Scanner	Console,digital	Console,digital	Console,digital	
Toner	Dry, dual component	Dry, dual component	Dry, monocomponent	
GENERAL SPECIFICATIONS/PAPER HANDLING				
First Copy Time	4.9 sec	4.5 sec	4.2 sec	
Multicopy (Ltr/Lg/Ldgr)	35/20/17 cpm	33/20/18 cpm	30/22/16 cpm	
Std Paper Source(s)	Single drawer	Dual drawer	Dual drawer	
Paper Weights	16 to 28 lbs	14 to 42 lbs	17 to 20 lbs	
Bypass/Paper Weights	Opt 100-sheet/16 to 34 lbs, 97-lb index	100-sheet/14 to 42 lbs	50-sheet/17 to 32 lbs	
Max Paper Sources	5	5	6	
Max Paper Capacity	3,100 sheets	3,100 sheets	4,950 sheets	
Max Original Size	11 x 17	11 x 17	11 x 17	
Output Size (Min/Max)	5-1/2 x 8-1/2/11 x 17	5-1/2 x 8-1/2/11 x 17	3 x 5/11 x 17	
Copy Resolution	600 x 600 dpi	600 x 600 dpi	1200 x 600 dpi	
Duplex	Opt (1:2,2:2,2:1)	Auto (1:2,2:2,2:1)	Auto (1:2,2:2,2:1)	
Duplex Capacity/Paper Sizes	Unlimited/5-1/2 x 8-1/2 to 11 x 17	Unlimited/5-1/2 x 8-1/2 to 11 x 17	Unlimited/5-1/2 x 8-1/2 to 11 x 17	
Document Feeder	Std DSPF	Opt RADF	Opt RADF	
Doc Feeder Speed/Capacity	45 opm/50 orig	33 opm/50 orig	45 opm/50 orig	
Paper Weights	16 to 34 lbs	11 to 34 lbs	11 to 32 lbs	
Sorter (Bins/Capacity)	None	None	None	
Staple Sorter	None	None	None	
Bins/Stapling Capacity	Not applicable	Not applicable	Not applicable	
Stapling Positions	Not applicable	Not applicable	Not applicable	
Finisher	Opt finishers	Opt finishers	Opt finishers	
Tray/Stapling/Position	1,250, 1,000/30, 50/3	500, 1,100, 1,250/50/5, 3,	1,000, 2,000, 2,000/50/1,	

Document feeder is single pass duplex scanner.

(s)		3	6, 6
Other	Opt eight-bin mailbox; opt 1,000-sheet saddle-stitch finisher w/2-/3-hole punch V folds up to 10-sheets (40 pages); opt 1,500-sheet system stand includes 500-sheet multipurpose drawer and two 500-sheet drawers; opt 2,500-sheet LCC includes 500-sheet multipurpose drawer and 2,000-sheet letter-size drawer	Opt 1,000-sheet finisher (1,000/250); opt booklet finisher (1,000/100) V folds up to 10 sheets (40 pgs); 2-/3-hole punch option avail for booklet finisher; opt paper bank (two 500-sheet drawers); opt 2,000-sheet LCT; electronic sorting	Opt 2-/3-hole punch for each finisher; opt envelope feeder (50 envelopes); opt 300-sheet add'l tray for Finisher S1; opt saddle-stitch finisher has V folding and stitching of up to 15 shts (60 pages); opt 150-sheet copy tray; opt 350-sheet inner two-way tray
SECURITY SPECS			
Network User Authentication	Yes	Yes	Yes
IP Address Filtering	Yes	Yes	Yes
MAC Address Filtering	Yes	No	Yes
HDD Overwrite	Yes	Yes	Opt
Max Overwrites	7	9	3
HDD Encryption	Yes	Yes	Yes
Secure Print	Yes	Yes	Yes
Encrypted Secure Print	Yes	Yes	
Encrypted PDF Mode (Encrypted Scanning)	No	Yes	
IPsec	Yes	Yes	
Secure Sockets Layer (SSL)	Yes	Yes	
SNMPv3	Yes	Yes	
Transport Layer Security	INA	Info not avail	
Other	IPv6 and IPsec; SSL; protocol enable/disable	S/MIME; encrypt address book; password encryption	Department ID; SSO; SDL; SSL Server Function; Port Usage Control; opt HDD Data Erase kit; opt HDD Data Encryption kit; opt Encrypted Secured Print kit; opt Universal Send PDF Security Feature Set-A1
CONTROL PANEL	Keypad and touch screen	Keypad and color touch screen	Keypad and color touch screen
Quantity Selector	1 to 999 (0 to 9 keypad)	1 to 999 (0 to 9 keypad)	1 to 9,999 (0 to 9 keypad)
Message Display	Yes	Yes	Yes
Help Key	No	No	Yes
FEATURES			
Automatic Features	AES, AMS, APS, ASO, ATS	AES, AMS, APS, AS, ATS	AES, AMS, APS, AS, ASO, ATS
Book Copy	Yes	Yes	Yes
Booklet Mode	Std	Std	Std
Color	No	No	No
Copy Control	500	500	1,000
Covers	Std	Std	Std

Editing	No	INA	No
Energy-Save	Yes	Yes	Yes
Erase	Std	Std	Std
Image Insert	No	No	Yes
Image Overlay	No	No	Std
Image Repeat	No	Yes	Yes
Image Rotate	Std	Std	Std
Interrupt	Yes	Yes	Yes
Job Build	Yes	No	Yes
Job Programs	10	10	9
Job Time	No	No	Yes
Language	Std	Std	Std
Margin Shift	Yes	Yes	Yes
Neg/Pos	Yes	Yes	Yes
OHP Interleaving	Yes	Yes	Yes
Photo Mode	Yes	Yes	Yes
Poster Mode	No	Yes	No
Preset R/E	4R,4E	7R, 5E	5R,4E
Program Ahead	Std	Std	5
Sheet Insertion	Std	Std	Std
Stamping	Opt	Std	Std
Timer	No	INA	Yes
2-in-1	Std	Std	Std
XY Zoom	Yes	Yes	Yes
Zoom Range	25 to 400 (1%)	25 to 400 (1%)	25 to 400 (1%)
ADDITIONAL INFORMATION			
Dimensions (HxWxD)	44.36" x 38.2" x 26.2"	27.9" x 24.8" x 25.7"	30" x 22-1/4" x 27-5/8"
Weight	223.6 lbs	143 lbs	163 lbs
Power Requirements	100 - 127 V, 12 A	120 V, 12 A	120 V, 10 A
Dedicated Outlet	Not required	Not required	Required
Energy Star Compliant	Yes	Yes	Yes
Operating Noise Level	Info not avail	40 dB	66 dB
COMMENTS	None	None	None
OPTIONS			
	128-MB memory upgrade: \$550 256-MB memory upgrade: \$795 1,500-sheet system stand: \$1,645 2,500-sheet LCC: \$1,645 Océ Basic Standalone Package/Océ Basic Networked Package: \$11,570/\$15,175 Océ Simple Finisher Standalone Package/Océ Simple Finisher Networked Package: \$13,030/\$16,635 Duplex module: \$450	50-sheet RADF: \$1,265 Platen cover: \$90 One bin tray: \$310 500-sheet finisher: \$995 1,000-sheet finisher: \$1,410 1,000-sheet booklet finisher: \$3,000 Bridge unit/punch unit kit: \$230/\$729 Internal shift tray: \$310 2,000-LCT: 1,395 2 x 500-sheet paper feed unit: \$1,250	RADF: \$1,200 Dual 550-sheet cassette unit: \$1,450 2,700-sheet paper deck: \$2,100 Finisher (AE1)/Saddle-stitch finisher (AE2): \$2,700/\$4,000 Finisher (S1)/Additional Finisher Tray (B1): \$1,230/\$200 Punch Unit (M1)/Punch Unit (R1): \$850/\$670 Inner two-way tray/Copy tray (J1): \$100/\$45 256-MB expansion RAM: \$250 Secure Watermark/Envelope

	Duplexing unit w/100-sheet bypass tray: \$450 Upper exit tray: \$35 Starter kit: \$450		feeder attachment (C2): \$1,000/\$ not avail Web Access Software/Workflow Composer: \$1,000/\$900
MAINTENANCE			
Fuser Rollers	Two	Info not avail	Two
Yield	200,000/200,000	Info not avail	Info not avail
Cleaning Blades	Drum blade	Info not avail	Not applicable
Yield	200,000	Info not avail	Not applicable
Other	Info not avail	Info not avail	Not applicable
Yield	Info not avail	Info not avail	Not applicable
Fuser Oil	Not required	Not required	Not required
PM Schedule	VAMS*	120,000	Not applicable
SUPPLIES			
Photoconductor	Organic drum ctrdg	Organic drum	Organic drum
Yield	200,000	60,000	75,000
Price	\$ not avail	Priced by dealer	\$187
Toner	750g ctrdg	360g btl	1,060g ctrdg
Yield	25,000	11,000	21,000
% Coverage	6%	6%	6%
Price	\$150	Priced by dealer	\$64
Developer	500g package	Weight not avail	Not applicable
Yield	100,000	60,000	Not applicable
Price	\$200	Priced by dealer	Not applicable
MULTIFUNCTION MODES			
Copier	Std	Std	Std
Internet Fax	Opt	Opt	Opt
Network Printer	Opt	Std	Opt
Printer	Std	Std	Opt
Fax	Opt	Opt	Opt
Network Fax	Opt	Opt	Opt
PC Fax	Opt	Opt	Opt
Scanner	Opt	Std	Std
CONNECTIVITY SPECIFICATIONS			
Operating System Support	Win 9x, NT 4.0, Me, 2000, XP, Vista, 2003 Server, Mac OS 9, OS X	Win 9x, 2000, XP, Server 2003, Vista, UNIX, Mac OS 8.6+, OS X v10.1+, Netware 3.12, 3.2, 4.1, 4.11, 5.0, 5.1, 6, 6.5, Sun Solaris, HP-UX, SCO OpenServer, Redhat Linux, IBM, AIX	Win 98, NT 4.0, Me, 2000, XP, Server 2003, Mac OS X
Parallel Interface	None	Opt	None
Serial Interface	None	None	None
PC Fax/Print/Scan	Not applicable	Not applicable	Not applicable
USB Interface	Std 2.0	Std	Std 2.0
PC Fax/Print/Scan	Yes/Yes/Yes	Yes/Yes/No	Yes/Yes/Yes
Network Interface	Std Ethernet	Std Ethernet, opt Gigabit Ethernet, opt wireless	Std Ethernet
Interface Type	10/100BaseTX	10/100BaseTX, 1000	10/100BaseTX

		BaseT, 802.11a/b/g, Bluetooth	
LAN Fax/Print/Scan	Yes/Yes/Yes	Yes/Yes/Yes	Yes/Yes/Yes
Networks Supported			
NetWare	Yes	Yes	Yes
Windows NT	Yes	Yes	Yes
AppleTalk	Yes	Yes	Yes
UNIX	Yes	Yes	Yes
AS/400	Opt	Yes	Info not avail
FACSIMILE SPECIFICATIONS			
DIALING CAPABILITIES			
PRINTER SPECIFICATIONS			
Engine Mfr & Model	Sharp/MX-M350	Ricoh/Aficio MP 3350	Canon/imageRUNNER 3030
Compatibility	PC, Mac	PC, Mac	PC, Mac
Speed	35 ppm	33 ppm	30 ppm
Max Print Area	11 x 17	Info not avail	10-3/4 x 16-3/4
Enhanced Resolution	1200 x 1200 dpi	2400 x 600 dpi	2400 x 600 dpi
Unenhanced Resolution	600 x 600 dpi	600 x 600 dpi	600 x 600 dpi
Std/Max Printer Memory	Shared	Shared	Shared
Controller Mfr/Model	Sharp/MX-MBX2/MBX3	Info not avail	Canon/UFR II/PCL Printer Kit-S1
Processor/Bits/MHz	RISC/64/466	RM7035C/INA/533	Custom processor/INA/300
PDL/PCL	PCL 5e/6, opt PostScript 3	RPCS, PCL 5e/6, opt Adobe PostScript 3	PCL 5e/6, UFR II, opt PostScript 3
Controller Mfr/Model	Not applicable	Not applicable	Not applicable
Processor/Bits/MHz	Not applicable	Not applicable	Not applicable
PDL/PCL	Not applicable	Not applicable	Not applicable
Controller Mfr/Model	Not applicable	Not applicable	Not applicable
Processor/Bits/MHz	Not applicable	Not applicable	Not applicable
PDL/PCL	Not applicable	Not applicable	Not applicable
Other	Std print features include duplex; N-up printing; different cover page/last page; transparency inserts; carbon copy print mode; continuous printing; fit to page; watermarks; PIN printing; print hold; proof print; print auditor; print smoothing; font/form downloads and PDF/TIFF direct print	PDF direct print w/opt Adobe PostScript 3; PCL supports 35 Intellifonts, 10 TrueType fonts, 1 bitmap, 13 International fonts; opt Adobe PostScript 3 supports 136 Adobe PostScript fonts; watermarks; sample/locked/hold/stored print (requires hard drive option)	100 mailboxes; opt Encrypted Secured Print; opt Web Access; opt Barcode Printing
SCANNER AND IMAGE MANAGEMENT SPECIFICATIONS			
Connection Type	Network	Network	Network
Technology/Speed	CCD/45 ipm	CCD/50 ipm	CIS/45 ipm
Max Resolution	600 x 600 dpi	600 x 600 dpi	600 x 600 dpi
TWAIN Compatible	Yes	Yes	Yes

Scan Destinations			
E-mail	Yes	Yes	Yes
I-fax	Yes	Yes	Yes
FTP	Yes	Yes	Yes
SMB	Yes	Yes	Yes
HDD	Yes	Yes	Yes
URL	Yes	Yes	No
LDAP Support	Yes	Yes	Yes
Scan/Image Software	Opt Desktop Document Management	DeskTopBinder Lite	Std Network ScanGear; opt Universal Send; opt Universal Send Searchable PDF Kit, opt Universal Send PDF Security Feature Set; opt Digital User Signature PDF Kit.
OCR Software	Opt Desktop Document Management	Info not avail	Opt Universal Send Searchable PDF Kit
File Mgmt Software	Opt Desktop Document Management	DeskTopBinder Lite	Std imageWARE Document Manager Personal
COMMENTS			
	Opt Data Security Kit erases memory and overwrites document data; opt additional hardware/software helps meet Health Insurance Portability and Accountability Act (HIPAA), and the Gramm Leach Bliley Act (GLB); *available in four configurations: Basic Standalone Package (includes base unit, starter kit, 1,500-sheet system stand, upper exit tray and duplex module with 100-sheet bypass tray), Basic Networked Package (includes Basic Standalone Package plus PostScript expansion kit, 256-MB memory upgrade, network expansion kit with HD and print controller installation fee), Simple Finisher Standalone Package (includes base unit, starter kit, 1,500-sheet system stand, simple finisher and duplex module with 100-sheet bypass) and Simple Finisher Networked Package (includes Simple	Includes full-color 8.5 inch VGA control panel; bundled w/SmartDeviceMonitor, Web Image Monitor, Web SmartDevice Monitor 2 and DeskTopBinder Lite; On-Demand Status e-mail notification enables IT to retrieve important system reports; Auto -E-mail Notification sends a report to a designated e-mail address when the machine is not operating optimally; Embedded Software Architecture allows for the development of key applications to enhance workflow; opt DataOverwriteSecurity System (DOSS) enables hard drive overwriting; opt Copy Data Security Unit blacks out or embeds copies of prints with watermarks to deter illegal copying; opt HDD encryption unit protects illegal access to data if it is stolen from the device; RoHS compliant	Cerner Certified (compatibility certification for use in Cerner software environments, the leading US supplier of healthcare information technology solutions)

	Finisher Standalone Package plus PostScript 3 expansion kit, 256-MB memory upgrade, network expansion kit with HD and print controller installation fee); *Value Added Maintenance (VAMS) is a preventive maintenance procedure performed during every service call		
CONNECTIVITY/MF OPTIONS			
	Simple finisher: \$1,495 Saddle-stitch finisher with hole punch: \$3,095 Print administration utility: \$15 Mailbin finisher: \$1,500 Bar code font kit: \$595 PostScript 3 expansion kit: \$395 Network scanning kit: \$1,095 Network expansion kit: \$1,395 Network expansion kit w/40-GB HD & doc filing system: \$1,495 Application integration module: \$495 Install/connect print controller: \$365 Data security kit for network kit/Data security kit for network kit with HDD: \$395/\$395 Fax expansion kit/8-MB fax memory upgrade: \$1,095/\$195 Internet fax: \$545 Desktop Document Management 5/50/100 user license: \$390/\$2,380/\$3,570 Advanced installation/Line filter: \$750/\$199	Cabinet/Key counter bracket: \$195/\$95 40-GB hard disk: \$485 Fax option: \$1,095 32-MB memory unit: \$185 G3 interface unit: \$650 Handset: \$65 RPCS printer unit: \$365 Printer/scanner enhance option: \$545/\$346 Printer scanner unit: \$1,255 PostScript 3 unit: \$545 802.11 a/b/g wireless: \$540 Parallel/bluetooth interface unit: \$99/\$360 Gigabit interface: \$325 Java VM card/file format converter: \$140/\$575 Copy data security/Data Overwrite Security unit: \$675/\$400 HDD encryption unit: \$370	UFR II/PCL Printer Kit (S1): \$1,100 PS printer kit (S1): \$600 Encrypted Secured Print: \$450 Barcode print: \$800 Universal Send: \$1,200 Universal Send Searchable PDF: \$900 Universal Send PDF Security Feature Set: \$900 Digital User Signature: \$1,000 Super G3 Fax: \$995 Super G3 Multi-line Fax: \$1,275 HDD Data Erase Kit: \$325 HDD Data Encryption Kit: \$325 Remote Operators Software: \$300 Voice Operation Kit: \$1,800

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CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: October 7, 2008

AGENDA ITEM NO. 13

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Appointment of Jackie Barnett and Linda White as Deputy City Clerks.

INTRODUCED BY: Russell Wall, City Clerk

BOARD ACTION:

MOTION MADE BY: Peace

SECONDED BY: Morgan

VOTE CAST:
TAKEN:

"AYE" "NAY"

ACTION

Brabham

✓

Hisaw

✓

Greer

✓

Bishop

✓

Peace

✓

Morgan

✓

Barnett

✓

Mayor Aultman

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

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: October 7, 2008

AGENDA ITEM NO. 14

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Acceptance of \$9,620.00 2007 Homeland Security Grant for the City of Clinton Fire Department.

INTRODUCED BY: ~~Barry Burnside, Fire Chief~~

Rosemary Aultman, Mayor

BOARD ACTION:

MOTION MADE BY:

Bishop

SECONDED BY:

Barnett

VOTE CAST:

"AYE"

"NAY"

ACTION

TAKEN:

Brabham

Hisaw

Greer

Bishop

Peace

Morgan

Barnett

Mayor Aultman

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: 10/07/2008

AGENDA ITEM NO. _____

CONSENT AGENDA: \$9620.00
**Acceptance of State Homeland Security Grant
in the amount shown above.**

TO: Clinton Fire Department

FOR: 2007 Homeland Security Grant has been awarded to the City of Clinton Fire Department for the purchase of tools and materials to enhance storage of emergency HAZMAT Equipment and further enhance the Clinton Fire Departments Response Capabilities to mitigate terrorist, accidental, and natural events, which would pose significant impacts on life and property, disrupting the community as well as the local and state economy, in conjunction with the State of Mississippi and United States National Strategic Plan provided by the Department of Homeland Security.

ACCOUNT NO: _____

DISCUSSION/ACTION: _____

INTRODUCED BY: Chief Burnside

BOARD ACTION:

MOTION MADE BY: _____

SECONDED BY: _____

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

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



HALEY R. BARBOUR
GOVERNOR

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

CHARLIE WILLIAMS
COMMISSIONER

STATE HOMELAND SECURITY GRANT PROGRAM AWARD

DATE OF AWARD: April 1, 2008 **GRANT NO:** 07HS147
SUB-GRANTEE: CITY OF CLINTON
PROGRAM NAME: Fiscal Year 07 ODP Homeland Security Grant Program
GRANT PERIOD: 04/01/2008 to 06/30/2009
AWARD AMOUNT: \$9,620.00

Under the State Homeland Security Grant Program, the Department of Public Safety hereby awards to the aforementioned sub-grantee, a grant in the amount shown above for the purchase of equipment, for planning, training, exercise management and administrative costs. The allowable expenditures for these monies are described in detail in the Department of Homeland Security Guidelines, which can be accessed via Department of Homeland Security website at www.dhs.gov. These funds are to be used by your jurisdiction to enhance existing capabilities in order to develop the initial capacity within the state of Mississippi to respond to acts of domestic and international terrorism, the use of weapons of mass destruction and biochemical agents.

The projects and objectives outcome to be accomplished during the performance period of this grant will be in the form of equipment, selected from the approved equipment list, planning, training, exercise, management and administrative cost. All must be in compliance with the State Homeland Security Grant Program Guidance.

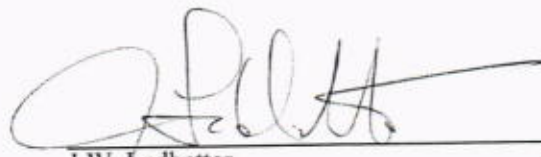
The sub-grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in the DOJ Financial Guide and the Standard Assurances as they relate to the application, acceptance, and use of federal funds. The grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in Local, State and Federal purchasing laws and in stipulations set forth in attached grant recipient agreement.

This award document is your authorization to expend jurisdiction funds. Expenditures incurred prior to the execution of this grant award period are not allowable. Reimbursements and advances will only be provided once a month. A signed copy of said agreement must be returned to DPS prior to release of payment. If your jurisdiction has not expended funds prior to the end of the grant period, this office will redistribute these funds accordingly.

Acceptance for the Sub-Grantee:


Sub-Grantee

04/22/08
Date


J.W. Ledbetter
Director

Date

[illegible]

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: October 7, 2008

AGENDA ITEM NO. 15

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Construction Materials Testing Proposal New Clinton Library

INTRODUCED BY: Richard L. Broome, City Engineer

TELEPHONE: 601-925-6102

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Brabham

SECONDED BY: Peace

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Bishop
Peace
Morgan
Barnett

✓
✓
✓
✓
✓
✓
✓

Mayor Aultman

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



City of Clinton
c/o JBHM, P.A.
Post Office Box 13449
Jackson, Mississippi 39216

Attention: Mr. Mark Pipper

**Construction Materials Testing Proposal
New Clinton Library
Clinton, Hinds County, Mississippi
Proposal #08Q1367**

Dear Mr. Pipper:

Gallet & Associates, Inc. appreciates the opportunity to submit this proposal for your review. This proposal summarizes our planned scope of Construction Materials Testing services and provides an estimated budget for providing these services.

Project Information

Based on information provided by JBHM, it is our understanding that the city of Clinton is planning the construction of a New Library at a site that has frontage on Northside Drive in Clinton, Mississippi. The site is heavily wooded and has overall dimensions of about 520 feet by 1700 feet. The library building would consist of a single story building with a floor area of about 25,000 square feet. Vehicular access to the facility would be provided by means of drives and parking areas between the building area in the center of the property and Northside Drive. Further, it is our understanding that the property is crossed by a sanitary sewer line with an easement width of 8 feet.

Construction Testing

Based on the project drawings, specifications, the 2006 IBC and our experience on similar projects, we understand our testing and verification services will be limited to the following:

- A. Soils and Foundations**
- B. Concrete Construction**
- C. Masonry Testing**
- D. Asphalt Paving**
- E. Structural Steel Verification**

In each of the above categories, we will provide the following specific services.

A. Soils and Foundations

- 1. Verify bearing capacities of soils beneath footings

"Our Clients' Success is Our Success"

Environmental & Geotechnical Construction
Materials Testing & Construction Forensic Services

119 McLeod Ridge Drive, Suite C - Fishers, IN 46037
Phone: (301) 956-0851 • Fax: (301) 956-1116

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2. Verify site preparation prior to beginning fill placement
3. Verify fill material type, placement method, lift thickness, and compaction
4. Verify in place density of compacted fill
5. Inspect reinforcing in each footing and test concrete

B. Concrete Construction

1. General visual inspection of concrete formwork; we will **not** verify proper layout of formwork, construction joints, or slab recesses
2. General inspection of reinforcing steel for installation including size, spacing, and bar clearances; we will **not** be responsible for embedment lengths or that dowels for work above are properly aligned and spaced to match other work
3. Verify use of required mix design
4. Sample concrete for strength tests and test concrete for slump, air content, temperature, and other tests as required in specifications
5. General visual inspection of concrete placement for conformance with project plans and specifications
6. General visual inspection of maintenance of specified concrete curing operations and temperature
7. Compare in-situ concrete strength with compressive strength of lab-cured cylinders prior to removal of forms and shores supporting weight of concrete, and prior to backfilling walls as needed

C. Masonry Testing

1. General visual inspection of proportions of site prepared mortar and grout
2. General visual inspection of construction of mortar joints
3. General visual inspection of reinforcement for correct size and spacing
4. General visual inspection of the type of embeds and anchor bolts; we will **not** be responsible for the correct locations of embeds, anchor bolts, or structural elements
5. General visual inspection of masonry cells and cleanouts prior to placement of grout
6. General visual inspection of the placement of reinforcement
7. General visual inspection of grouting operations
8. General visual inspection of the protection of masonry during cold and hot weather
9. Compressive strength sampling and testing of grout in accordance with ASTM C1019 for each 5000 square foot of masonry

D. Asphalt Paving

1. Evaluation of soil subgrades prior to base course installation
2. Proctor analysis of dense graded base material
3. Density/moisture testing on dense graded base material
4. Pavement surface smoothness evaluation

E. Structural Steel Verification

1. Perform periodic visual examinations of fillet welds per AWS D1.1.
2. We will **not** perform dimensional checks or verify locations or elevations

3. Perform periodic visual observations of high strength bolted connections to verify proper grade of nuts, bolts, and washers per AISC
4. Visually observe high strength bolted connections of "snug tight" conditions of bolt assemblies for bearing type connections per AISC
5. Observe weld filler metal materials per for identification markings per AWS
6. Review weld filler metal certifications
7. Observe roof decking welded and screwed connections referencing project drawings
8. Observe primary steel members delivered to field for possible shipping damage
9. Review welder certifications per AWS
10. Review weld procedure specifications per AWS
11. Certifying welding personnel or weld procedure specifications is **not** a part of this proposed work scope
12. Report Preparation

Please verify our proposed scope of testing services with the governing municipality, architect and structural engineer of record.

Based on our present understanding of this project, including an estimated total building cost of \$6,600,000 our estimated budget is \$40,000. This price is dependent on the information we have been provided as well as the scheduling of our services during the construction phases. The estimate is based on the enclosed Fee Schedule and includes the necessary equipment, travel, reporting and review time that we normally encounter on similar projects. **We will only bill for the services that we perform.** This cost estimate is based on assumptions below using the accompanying fee schedules.

A pre-construction conference is required per the 2006 IBC prior to the start of any major project and should be initiated by the General Contractor. This conference is useful in achieving cooperation, coordination and cohesion among all parties involved with the project. Participants should be provided with an outline of all required actions and documentation, including responsibilities of each participant. Also, any pertinent issues that may pose a challenge to the special inspection or building process should be addressed.

As a minimum, the parties that should attend the pre-construction meeting are listed below:

- Engineer of record
- Architect of record
- Project superintendent
- Building department
- Quality Assurance Agency for the project
- Representatives of all subcontractors and material suppliers

In order to give us permission to begin work and to serve you better, we respectfully request that you complete, sign and fax the attached Proposal Acceptance Form. **Please be advised that we are not allowed to issue any reports until we receive a copy of our Proposal Acceptance Sheet that is completed and signed by the client, or a completed Proposal Acceptance Form accompanied with a client purchase order or contract referencing our proposal number.**

Please indicate on the attached Proposal Acceptance Sheet whom you want us to send reports to. As a minimum, unless instructed to the contrary in writing, we will attempt to submit ALL field

compaction test reports to the Civil Engineer of record and ALL field structural steel inspection reports to the Structural Engineer of record.

Thank you for having confidence in our professional services and allowing us to submit this proposal. We look forward to continuing to work with you on this project. Should you have any questions or need further assistance, please contact us at your convenience.

Respectfully Submitted,
Gallet and Associates, Inc.

A handwritten signature in dark ink, appearing to read "S. Cragin Knox", is written over a light, circular, textured background.

S. Cragin Knox, P. G.
Senior Geologist

Attachments: Fee Schedule
Proposal Acceptance Form
Terms and Conditions

FEE SCHEDULE
Construction Quality Control Testing and Verification Services
GALLET & ASSOCIATES, INC.
Ridgeland, Mississippi

I. Engineering Services

See Attached Engineering, Environmental, Geotechnical and Construction Financial Services Fee Schedule

II. Engineering Technician Services

(A)	Engineering Technician I, including nuclear density gauge when needed, per hour.....	\$ 40.00
(B)	Engineering Technician II, including nuclear density gauge when needed, per hour	\$ 45.00
(C)	Senior Engineering Technician, including nuclear density gauge when needed.....	\$ 50.00
(D)	IBC Special Inspection Technician.....	\$ 50.00
(E)	Engineering Aide, per hour	\$ 65.00
(F)	Asphalt Technician, per hour.....	\$ 50.00
(G)	Asst. Steel Technician, per hour	\$ 85.00
(H)	Steel Technician, per hour	\$ 95.00
(I)	Floor Flatness Technician, for F# testing, per hour.....	\$ 95.00
(J)	NDE Level III, per hour.....	\$ 105.00
(K)	Fireproofing Technician, per hour.....	\$ 95.00
(L)	Asst. Fireproofing Technician, Per hour	\$ 85.00
(M)	Roofing Technician for basic Roofing Verification, per hour	\$ 75.00
(N)	ICC Certified Technician for IBC special Inspections.....	\$ 100.00
(O)	CMT Division Manager, per hour.....	\$ 125.00
(P)	Two-man coring crew, for concrete or asphalt core drilling services per hour.....	\$ 80.00
(Q)	Per Diem (Area Dependent).....	Area Dependent
(U)	Mileage, per mile	\$ 1.00
(R)	Overtime (items II A, B, C, D): time over 8 hours per day, Saturday is 1.5 times applicable rate, Sunday or Federal Holiday is 2.0 times applicable rate. (Minimum 4 hours on site time, except for cylinder Pick up)	

III. Equipment Usage

(A)	Nuclear Density Equipment, per hour (included in hourly rate)	\$ N.C.
(B)	Concrete/asphalt core drill, per day.....	\$ 65.00
(C)	Generator (if required), per day.....	\$ 55.00
(D)	Bit wear, per inch of core diameter per inch of core depth	\$ 1.00
(E)	Core hole restoration (included in above rate)	\$ N.C.
(F)	Rental of other equipment, direct cost plus 20%	

IV. Soil Laboratory Fees:

(A)	Moisture Content.....	\$ 10.00
(B)	Atterberg Limits	\$ 75.00
(C)	Specific Gravity - Soil	\$ 75.00
(D)	Specific Gravity - Rock	\$ 60.00
(E)	Sieve Analysis (including wash).....	\$ 90.00
(F)	Hydrometer	\$ 95.00
(G)	Full Particle Size Analysis	\$145.00
(H)	Percent Passing #200 (wash)	\$ 60.00
(I)	Specific Gravity - Asphalt.....	\$ 45.00
(J)	Tube Density (including extrusion).....	\$ 40.00
(K)	Organic Content (I.O.I).....	N/A
(L)	Standard Proctor	\$105.00
(M)	Modified Proctor	\$125.00
(N)	LVD	\$175.00

(O)	UU Triaxial Test	\$400.00
(P)	CU Triaxial Test	\$650.00
(Q)	CD Triaxial Test	per job
(R)	Unconfined Compression Test (UD)	\$ 85.00
(S)	Unconfined Compression Test (SPT)	\$ 65.00
(T)	CBR Standard (Not Including Proctor)	\$350.00
(U)	CBR Modified (Not Including Proctor)	\$400.00
(V)	Consolidation Test (7 load increments)	\$150.00
(X)	Extrude Tube Samples	\$ 30.00
(Y)	Direct Shear	N/A
(Z)	Falling Head Perm (COE - undist.)	\$275.00
(AA)	Falling Head Perm (COE - remold.)	\$300.00
(BB)	Flex Wall Perm (ASTM D5084 - undist.)	\$285.00
(CC)	Flex Wall Perm (ASTM D5084 - remold.)	\$300.00
(DD)	Swell Test (CBR Equip.)	\$ 105.00
(EE)	Swell Pressure	\$ 105.00
(FF)	Porosity	\$ 95.00
(GG)	Shelby Tube Extraction	\$ 25.00
(HH)	Asphalt Extraction/Gradation	\$ 160.00
(II)	Asphalt Stability/Flow	\$ 120.00
(LL)	Dry Density Samples, each	\$ 75.00

V. Concrete Laboratory Testing

(A)	Concrete Compressive strength test, when made by Gallet and Associates, including cylinder mold, curing, capping and breaking, or held in reserve ASTM C-39, each	\$ 10.00
(B)	Compressive strength test, included coring, capping and breaking of cylinders supplied and made by anyone other than Gallet and Associates, each	\$ 20.00
(C)	Disposable cylinder molds (no charge if cylinder is made by Gallet and Associates, Inc.) per case of 20	\$ 50.00
(D)	Flexural Strength Tests Concrete Beams, each	\$ 40.00
(E)	Block Prisms Compressive Strength, each	\$125.00
(F)	Grout Prisms Compressive Strength, each	\$ 50.00
(G)	Slab Moisture Test, each	\$ 30.00

*Time over 8 hours per day, work prior to 7 a.m. or after 6 p.m., or Saturday, is considered overtime at 1.5 times the applicable personnel rate. Sundays and Federal Holidays are considered overtime at 2 times the applicable Personnel rate. This is a partial fee schedule which includes items frequently encountered. Unit rates for other equipment, personnel, or tests will be provided upon request. Rates subject to change depending upon availability of personnel and job scope. For part time and on-call services, there is a minimum charge of four (4) hours per attempt for Personnel. Please schedule services 24 hours in advance. \$1,000.00 minimum per project.

FEE SCHEDULE
Engineering, Environmental, Geological & Construction Financial Services
GALLET & ASSOCIATES

I. Engineering /Geological Services

A.	Engineering Aide	Hour	\$ 65.00
B.	Staff Engineer	Hour	\$ 80.00
C.	Project Engineer	Hour	\$ 90.00
D.	Senior Engineer, P.E.	Hour	\$125.00
E.	Engineering Manager	Hour	\$125.00
F.	Chief Engineer	Hour	\$150.00
G.	Senior Associate Engineer, P.E.	Hour	\$150.00
H.	Principal Engineer, P.E.	Hour	\$200.00

II. Environmental Services

A.	Environmental Technician	Hour	\$ 55.00
B.	Environmental Geologist/Scientist/Engineer I	Hour	\$ 60.00
C.	Environmental Geologist/Scientist/Engineer II	Hour	\$ 65.00
D.	Staff Geologist/Scientist/Engineer I	Hour	\$ 70.00
E.	Staff Geologist/Scientist/Engineer II	Hour	\$ 75.00
F.	Project Geologist/Scientist/Engineer	Hour	\$ 80.00
G.	Project Engineer, P.E., Project Geologist, P.G.	Hour	\$ 85.00
H.	Senior Project Geologist, P.G./ Engineer, P.E.	Hour	\$100.00
I.	Senior Geologist, P.G./Scientist/Engineer, P.E.	Hour	\$125.00
J.	Manager, Environmental Services	Hour	\$125.00
K.	Associate Geologist, P.G.	Hour	\$125.00
L.	Program Manager	Hour	\$125.00
M.	Senior Associate Geologist, P.G.	Hour	\$150.00
N.	Principal Project Geologist/Hydrogeologist, P.G.	Hour	\$185.00
O.	Principal Engineer, P.E., Principal Geologist, P.G.	Hour	\$200.00

III. Construction Financial Services

A.	Project Manager	Hour	\$ 90.00
B.	Senior Project Manager	Hour	\$110.00
C.	Department Manager	Hour	\$125.00

IV. Miscellaneous expenses

A.	Secretarial/Work Processing	Hour	\$ 50.00
B.	CADD Operator	Hour	\$ 50.00
C.	Mileage	Mile	\$ 1.00
D.	Per Diem	Area Dependent	
E.	Travel Expenses	Cost + 20%	
F.	Organic Vapor Analyzer/Portable GC	Day	\$125.00
G.	Water Level Indicator	Day	\$ 25.00
H.	pH, Specific conductance, Temperature	Day	\$ 30.00
I.	Explosimeter, Oxygen and Toxic Gas Meter	Day	\$ 30.00
J.	Miscellaneous Job Dedicated Supplies	Cost + 20%	
K.	Chemical and Physical Lab Services	Cost Job Dependent	
L.	Drilling & Samples Services	Cost Job Dependent	
M.	Personal Protective Equipment	Cost Job Dependent	

NOTE: Consultant's services hereunder shall include testimony at any hearing, arbitration or legal action requested by Client or subpoenaed by a third party. Consultant shall be paid by Client for such services (in addition to any other payment hereunder and irrespective of any estimate or bid amount) at Consultant's full hourly rate for all time reserved under subpoena or Client request and at twice the Consultant's normal hourly rate for all appearances, including travel time.

GALLET & ASSOCIATES PROPOSAL ACCEPTANCE SHEET

Description of Services:	CONSTRUCTION MATERIALS TESTING		
Project Name:	CLINTON PUBLIC LIBRARY		
Project Location:	CLINTON, MISSISSIPPI		
Proposal No.:	08Q1367	Proposal Date:	07/09/2008
Budget:	\$40,000		

FOR PAYMENT OF CHARGES:

Charge Invoice to the account of:

Firm:			
Address:			
City:	State:	Zip Code:	
Phone No.:	Attention:		
FAX No.:	Title:		

FOR APPROVAL OF CHARGES:

If the invoice is to be mailed for approval to someone other than the account charged, please indicate where to mail the invoice in the space below:

Firm:			
Address:			
City:	State:	Zip Code:	
Phone No.:	Attention:		
FAX No.:	Title:		

PROPERTY OWNER IDENTIFICATION (if other than above):

Firm:			
Address:			
City:	State:	Zip Code:	
Phone No.:	Attention:		
FAX No.:	Title:		

REPORT DISTRIBUTION:

Firm:	Firm:	Firm:	
Address:	Address:	Address:	

PAYMENT METHOD: ☐ COD ☐ Credit Card ☐ Invoice

A late payment charge of 18% per annum of the maximum amount allowed by law, including all cost of collection and attorney fees, may be added in the event payment is not made within 30 days after invoice date.

PAYMENT TERMS: Due upon receipt of Invoice. A late payment charge of 18% per annum of the maximum amount allowed by law, including all cost of collection and attorney fees, may be added in the event payment is not made within 30 days after invoice date.

INVOICING: Unless other arrangements are mutually agreed to in writing and appended hereto, a maximum of 50% of approved budget will be invoiced upon receipt of this Proposal Acceptance Sheet.

PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the Terms on this page and the General Conditions printed on the back of this page or attached to it are:

Accepted this 7th day of Oct, 2008.

Print or type individual, firm or corporate body name: CITY OF CLINTON

Signature of authorized representative:


ROSEMARY G. AULTMAN, MAYOR

Print or type name of authorized representative and title:

In the event that this Proposal Acceptance Sheet is not executed and returned prior to Client's notice to proceed with this work, the notice to proceed will constitute Client's acceptance of this Agreement.

GENERAL CONDITIONS
Gallet & Associates, Inc.

1. PAYMENT TERMS -- Payment is due upon receipt of our invoice. If payment is not received within 30 days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month, and all cost of collection, including attorney fees. If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. In the event Client requests termination of the services prior to completion, a termination surcharge in an amount not to exceed thirty percent of all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of GALLET & ASSOCIATES, INC. (Consultant) be made. If during the execution of the services, Consultant is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be billed on a time and material basis.

2. GENERAL NATURE OF PROFESSIONAL SERVICES -- The Consultant's basic services comprise the specific activities set forth in Proposal. The Consultant will access the site pursuant to the scope of services set forth in proposal.

3. SCOPE OF THE CONSULTANT'S BASIC SERVICES -- The services shall consist of those tasks enumerated in the Proposal to this Agreement. The services are to be performed for the sole benefit of Client. The Consultant does not owe any duty to any person other than the Client. The scope of work outlined in the Proposal represents a minimum program at this time. As the results of the services/investigation become known, other services, tests, and/or sampling may be recommended to the Client for written approval as Additional Services. In general, an increased frequency of investigation, sampling, and/or testing will improve the opinions reached in the Consultant's report. If an environmental investigation is performed, because geologic and soil formations are inherently random, variable, and indeterminate in nature, the professional services rendered by the Consultant and opinions provided with respect to such services under this agreement (including opinions regarding potential cleanup costs), are not guaranteed to be a representation of actual site conditions or contamination or costs, which are also subject to change with time as a result of natural or man-made processes. If Geotechnical or construction material testing is performed because geologic and soil formations are inherently random, variable, and indeterminate in nature, the professional services rendered by the Consultant and opinions provided with respect to such services under this agreement are not guaranteed to be a representation of actual site conditions which are also subject to change with time as a result of natural or man-made processes. Consultant will provide Client with a written ("Report") in connection with the services performed. The Report will present such findings and conclusions as the Consultant may reasonably make with the information gathered in accordance with this Agreement. In preparing the Report, Consultant may review and interpret certain information provided to it by third parties, including government authorities, registries of deeds, testing laboratories and other entities. Consultant will not conduct an independent evaluation of the accuracy or completeness of such information, and shall not be responsible for any errors or omissions contained in such information. **THE REPORT AND OTHER INSTRUMENTS OF SERVICES ARE PREPARED FOR, AND MADE AVAILABLE FOR THE SOLE USE OF, THE CLIENT, AND THE CONTENTS THEREOF MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON WITHOUT THE EXPRESS WRITTEN CONSENT AND AUTHORIZATION OF THE CONSULTANT.**

4. STANDARD OF CARE -- The standard of care to be exercised in connection with the service performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our Proposal for consulting services or by our furnishing oral or written reports.

5. ADDITIONAL SERVICES OF THE CONSULTANT - If mutually agreed to in writing by the Client and the Consultant, the Consultant shall perform or obtain the services of others to perform the activities enumerated in the Proposal to this Agreement. Additional Services are not included as part of Basic Services and will be paid by the Client as provided in Payment Terms.

6. SERVICES EXCLUDED BY THE CONSULTANT -- Services not expressly set forth in writing as Basic or Additional Services and listed in the Proposal to this Agreement are excluded from the scope of the Consultant's services, and the Consultant assumes no duty to the Client to perform such services. The services to be performed by the Consultant shall not include an analysis or determination on by the Consultant as to whether the Client is in compliance with federal, state, or local laws, statutes, ordinances, or regulations. The Consultant's services shall not include directly or indirectly storing, arranging for or actually transporting, disposing, treating or monitoring hazardous substances, hazardous materials, hazardous wastes or hazardous oils. The Consultant's services shall not include an independent analysis of work conducted and information provided by independent laboratories or other independent contractors retained by the Consultant in connection with the Consultant's services provided to the Client. Unless specifically listed in the Proposal the Consultant's services exclude testing for the presence of asbestos, polychlorinated biphenyls (PCBs), radon gas, any airborne pollutants, underground mines or sinkholes.

7. RESPONSIBILITIES OF THE CLIENT -- The client shall provide all information in its possession, custody, or control which relates to the site, its present and prior uses, or to activities at the site which may bear upon the services of the Consultant under this Agreement, including, but not limited to, the following: (i) a legal description of the site, including boundary lines and a site plan; (ii) identification of the location of utilities, underground tanks, and other structures and the routing thereof at the site, including available plans of the site and (iii) a description of activities which were conducted at the site at any time by the Client or by any person or entity which would relate to the services provided by the Consultant. The Client shall be fully responsible for obtaining the necessary authorizations to allow the Consultant, its agents, subcontractors and representatives, to have access to the site and buildings thereon at reasonable times throughout contract performance by the Consultant. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but unavoidable damage or alteration may occur and Client hereby releases and indemnifies Consultant and agrees to assume responsibility for such unavoidable damage or alteration. To the extent required by law, Client agrees to assume responsibility for personal and property damages due to Consultant's interference with subterranean structures such as pipes, tanks, and utility lines that are not correctly shown on the documents provided above by Client to Consultant. The services, information, and other data required by this Section to be furnished by the Client shall be at the Client's expense, and the Consultant may rely upon all data furnished by the Client and the accuracy and completeness thereof. If Client shows a copy of the Report or any other information to any person who is not an employee or agent of Client, Client shall inform such person that he may not rely on the Report or other information without the express written consent of the Consultant, which Consultant may deny in its sole unfettered discretion.

8. CONSULTANT'S INSURANCE -- Consultant shall obtain, if reasonably available: (1) Statutory Workers' Compensation/Employers' liability coverage; (2) Commercial General Liability; (3) Automobile Liability; and (4) Professional Liability insurance coverage. Consultant agrees to issue certificates of insurance evidencing such policies upon written request.

9. LIMITATION OF RESPONSIBILITY -- CLIENT HEREBY AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW THE CONSULTANT'S TOTAL LIABILITY TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THE PROJECT, THE SITE, OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO THE CONSULTANT'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY SHALL NOT EXCEED THE GREATER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES OF THE CONSULTANT UNDER THIS CONTRACT OR \$50,000.00, WHICHEVER IS GREATER. If Client:

prefers to have higher limits on professional liability. Consultant agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting our Proposal, provided that Client agrees to pay an additional consideration of four percent of our total fee, or \$1000.00 whichever is greater. Client and Consultant agree that to the fullest extent permitted by law the Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by the Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever. To the fullest extent permitted by law, Client agrees to defend, indemnify, and hold Consultant, its agents, subcontractors, and employees harmless from and against any and all claims, defense costs, including attorneys' fees, damages and other liabilities arising out of or in any way related to the services to be performed by Consultant hereunder, Consultant's reports or recommendations concerning this Agreement or Consultant's presence on the project property, and for damages caused by Client's failure to follow Consultant's recommendations, provided that Client shall not indemnify Consultant against liability for damages to the extent caused by the negligence or intentional misconduct of Consultant, its agents, subcontractors, or employees. **THE REPORT AND OTHER INSTRUMENTS OF SERVICES ARE PREPARED FOR, AND MADE AVAILABLE FOR THE SOLE USE OF, THE CLIENT, AND THE CONTENTS THEREOF MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON WITHOUT THE EXPRESS WRITTEN CONSENT AND AUTHORIZATION OF THE CONSULTANT.**

10. DISPUTES RESOLUTION - All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this Agreement (other than as a result of Client's failure to pay amounts due hereunder) will be submitted to mediation before, and as a condition precedent to, other remedies provided by law. Mediation shall be held in the county where the project is located and if the Parties cannot agree on a mediator then one shall be appointed by the AAA (American Arbitration Association). The Parties agree to split the cost of mediation 50-50. If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation as provided above, then: (a) Client assents to personal jurisdiction in the State of Consultant's principal place of business; (b) the claim will be brought and tried in judicial jurisdiction of the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction; and (c) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

11. DISCOVERY OF UNANTICIPATED POLLUTANTS RISKS - If, while performing the services, pollutants are discovered that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated project cost will be reconsidered and that this contract shall immediately become subject to renegotiation or termination. In the event that the Agreement is terminated because of the discovery of pollutants posing unanticipated risks, it is agreed that Consultant shall be paid for our total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing. Client also agrees that the discovery of unanticipated hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated hazardous substances or suspected hazardous substances be encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of working to protect employees' and the public's health and safety.

12. DISPOSITION OF SAMPLES AND EQUIPMENT - No samples of unpolluted soil, rock, or water will be kept by Consultant longer than thirty (30) days after submission of the final report unless agreed otherwise. In the event that samples and/or materials contain or are suspected to contain substance or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing: (1) return such samples and materials to Client; or (2) reach an agreement in writing to have such samples and materials properly disposed in accordance with applicable laws. Client agrees to pay all costs associated with the storage, transport, and disposal of samples and materials. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said waste. All laboratory and field equipment contaminated in performing our services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. All such equipment shall be delivered to Client or disposed of in a manner similar to that indicated for hazardous samples. Client agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated.

13. REPORTS, RECOMMENDATIONS, AND OWNERSHIP OF DOCUMENTS - Reports, recommendations, and other materials resulting from Consultant's efforts are intended solely for purposes of this Agreement. Any reuse by Client or others for purposes outside of this Agreement or any failure to follow Consultant's recommendations, without Consultant's written permission, shall be at the user's sole risk. Client will furnish such reports, data, studies, plans, specifications, documents, and other information deemed necessary by Consultant for proper performance of its services. Consultant may rely upon Client-provided documents in performing the services required under this Agreement; however, Consultant assumes no responsibility or liability for their accuracy. Client-provided documents will remain property of Client. All reports, field notes, calculations, estimates, and other documents which are prepared as instruments of service, shall remain Consultant's property and Consultant shall retain copyrights to these materials. Consultant will retain all pertinent records relating to services performed for a period of six years following submission of a report, during which period the records will be made available to Client at reasonable times.

14. TERMINATION - This Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms of the Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, it is agreed that Consultant shall be paid for total charges for labor performed to the termination notice date, plus reimbursable charges.

15. FORCE MAJEURE - Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

16. SEVERABILITY AND SURVIVAL - Any element of this Agreement later held to violate a law shall be deemed void, and all remaining provisions shall continue in force. However, Client and Consultant will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision. All terms and conditions of this Agreement allocating liability between Client and Consultant shall survive the completion of the services hereunder and the termination of this Agreement.

17. ASSIGNMENT - Consultant shall not delegate any duties, nor assign any rights or claims under this Agreement, nor subcontract any part of the work authorized, without prior written consent of Client, except as follows: Consultant may delegate any duties to one of its affiliated corporations (which shall be deemed the "Consultant" with respect to such duties), including specifically Gallet Enterprises, Inc., Gallet & Associates Gulf Coast, Inc., and Gallet & Associates of Georgia, Inc. Gallet & Associates, Inc. will collect all fees and other payments due hereunder and be responsible for disbursement to the appropriate corporation.

18. SAFETY - Should Consultant provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the Contractor's procedures

conducted by Consultant is not intended to include review of the adequacy of the Contractor's safety measures in, on, adjacent to, or near the construction site, such duties are specifically excluded from consultant's scope of work.

19. SITE VISITS - If such is within Consultant's scope of work, Client agrees that Consultant will not assume responsibility for the Contractor's means, method, techniques, sequences, or procedures of construction, and it is understood that field services provided by Consultant will not relieve the Contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision," "inspection," or "control" may be conveniently used to mean periodic observation of the work and the conduction of tests by Consultant to verify substantial compliance with the plans, specifications and design concepts.

20. ELECTRONIC DOCUMENTS - Consultant may, at Client's request and for Client's convenience, provide documents in electronic format. Data, words, graphical representations, and drawings that are stored on electronic media such as computer disks and magnetic tape, or which are transmitted electronically, may be subject to uncontrollable alteration. The printed, signed and sealed hard copy is the actual professional instrument of service. In the event of a discrepancy between the electronic document and the hard-copy document, the hard-copy document will prevail. Client shall have [sixty (60)] calendar days after receipt of electronic media or Consultant's electronically transmitted instruments of professional service to inspect the material stored or delivered for readability, accuracy, and completeness. Client shall during that period call any errors, omissions, or other problems to Consultant's attention, during which time Consultant shall correct and complete the affected instrument of professional service. [Sixty-one (61)] days after Client has received electronic media or electronically transmitted instruments of professional service, Consultant shall submit the original instrument of professional service, that is, a final hard copy of the instrument of professional service bearing the professional's seal and signature. Subsequent to submission of the original, any additional services Client wishes Consultant to perform with respect to electronic media or electronically transmitted material shall be subject to separate agreement.

21. THIRD PARTY BENEFICIARIES - Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Consultant. Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: October 7, 2008

AGENDA ITEM NO. 16

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Engineering Services Contract with Williford, Gearhart & Knight, Inc., for NRCS project.

INTRODUCED BY: Richard L. Broome, City Engineer

TELEPHONE: 601-925-6102

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Brabham

SECONDED BY: Peace

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Bishop
Peace
Morgan
Barnett

✓
✓
✓
✓
✓
✓
✓

Mayor Aultman

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



This is an AGREEMENT, effective as of _____ (effective date) by and between **City of Clinton, MS**, hereafter called **OWNER** and **Williford, Gearhart & Knight, Inc., Engineers & Surveyors** (hereafter called **WGK**). The OWNER hereby retains WGK for certain Professional Services, hereafter called **Services**, for the **2008 NRCS Project Improvements**, hereafter called the **Project**, and herein described more particularly as follows: **Drainage Improvements along Clinton-Raymond Road**. The OWNER and WGK also hereby acknowledge the attachment of the items listed herein below, and agree that all such documents shall be incorporated into this AGREEMENT by reference:

- ☒ The OWNER's responsibilities, incorporated herein as Exhibit A, consisting of 1 page.
- ☒ The Scope of Professional Services, incorporated herein as Exhibit B, consisting of 4 pages.
- ☒ The Compensation Schedule, incorporated herein as Exhibit C, consisting of 2 pages.

The OWNER's official designated representative for this Project shall be: **Richard Broome, P.E.** WGK's official designated representative for this Project shall be: **Bill Owen, P.E. # 11413**. The WGK Project Number shall be: **2008-282-00**:

The OWNER hereby employs WGK to perform the Professional Services described herein; WGK agrees to provide the Services prescribed herein, and the OWNER agrees to compensate WGK for the Services rendered under this AGREEMENT. The OWNER and WGK further agree to the following general terms and conditions:

1. Basic Agreement

- A. WGK shall provide, or cause to be provided, the Services set forth in this AGREEMENT, and OWNER shall compensate WGK for such Services as set forth in this AGREEMENT.

2. Controlling Law

- A. The laws of the State of Mississippi shall govern the validity, interpretation and performance of the terms set forth in this AGREEMENT. This AGREEMENT is made between the OWNER and WGK, and it is agreed that this AGREEMENT constitutes the entire AGREEMENT, superseding any prior negotiations, correspondence or agreements, either oral or written.
- B. If any provision contained in this AGREEMENT is held illegal, invalid or unenforceable, for any reason, the remaining provisions shall remain unimpaired.
- C. Neither party to this AGREEMENT shall assign this AGREEMENT or any portion thereof, without the written consent of the other party.
- D. This AGREEMENT, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

3. Scope of Professional Services

- A. The person designated by WGK above shall be the official contact in responsible charge of the Services to be rendered under this AGREEMENT, and shall be authorized to act with authority on its behalf in respect to all aspects of the Services provided or performed pursuant to this AGREEMENT.

- B. The Scope of Professional Services, hereafter Services, set forth in this AGREEMENT is based on facts known at the time of execution of this AGREEMENT, including, if applicable, information supplied by the OWNER. In the event the Scope is well defined, such scope will be set forth in some detail on an attachment to this AGREEMENT. For other projects involving conceptual planning, preliminary engineering, or project development Services, the Scope may not be fully definable during the initial phases of the Project. As the Project progresses, facts discovered may indicate that the Scope must be redefined. Changes in Scope may warrant additional Services which are not a part of the agreed upon compensation. Such additional Services shall be paid for by the OWNER in accordance with WGK's prevailing hourly billing rate schedule, as shown on an attachment to this AGREEMENT.
- C. The commitments set forth in this AGREEMENT are based on the expectation that all of the Services described in this AGREEMENT will be performed and provided as set forth herein. In the event OWNER reduces the Services to be performed by WGK, OWNER agrees to release, hold harmless, defend and indemnify WGK from any and all claims, damages, losses or costs associated with or arising out of any reduction in Services.
- D. It is acknowledged by both parties that the Scope of Services does not include any Services related to any lead, asbestos, or hazardous or toxic materials. In the event WGK or any other party knowingly encounters lead, asbestos, or hazardous or toxic



materials at the project site, or should it become known in any way that such materials may be present at the project site or any adjacent areas that may affect the performance of the Services, WGK may, at its own option and without liability for consequential or any other damages, suspend performance of Services on the Project until the OWNER retains appropriate special consultant(s) or contractor(s) to identify, abate and/or remove the lead, asbestos, or hazardous or toxic materials, warrants that the project site is in full compliance with applicable laws and regulations, and authorizes WGK to resume work on the project site.

4. Additional Services

- A. If authorized by OWNER, or if required because of changes in the Project, WGK shall furnish Services in addition to those set forth above.
- B. OWNER shall pay WGK for such additional Services as follows: For additional Services of WGK's employees engaged directly on the Project, an amount equal to the cumulative hours charged to the Project by each class of WGK employee's, times the standard hourly billing rates for each applicable billing class; plus reimbursable expenses and WGK's sub-consultant's charges, if any.

5. Period of Service

- A. The term of this AGREEMENT shall commence upon the effective date specified above, and it shall terminate within 30 days of completion of the Project, unless the term is formally extended or terminated by separate written amendment.

6. Payment Procedures

- A. WGK will prepare a monthly invoice in accordance with WGK's standard invoicing practices and submit the invoice to OWNER.
- B. Invoices are due and payable within 30 days of receipt by the OWNER. If OWNER fails to make any payment due WGK for Services and expenses within 30 days after receipt of WGK's invoice, the amounts due WGK will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, WGK may, without liability, after giving seven days written notice to OWNER, suspend Services under this AGREEMENT until WGK has been paid in full all amounts due for Services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. WGK's total compensation shall be made on the lump-sum amount basis, on an hourly-reimbursable basis, or on a cost plus-fixed-fee basis, as specified herein, plus reimbursable expenses.
- D. WGK shall receive payment for reimbursable expenses incurred during the course of performing the Services described herein. Reimbursable

expenses shall include, but not be limited to, the costs of travel, lodging, mileage, meals, postage, photocopy, printing and testing, and the cost of any sub-consultants or subcontract services required for performance of the Services.

- E. WGK's total compensation set forth herein is conditioned on the completion of the Services specified herein within an established number of months of the effective date of this AGREEMENT. Should the time to complete this project be extended beyond this period due to circumstances beyond WGK's control, the total compensation to WGK shall be adjusted upward accordingly by amendment of this AGREEMENT.

7. Standard of Care

- A. The Services performed by WGK under this AGREEMENT will be performed and conducted in a manner consistent with that degree of knowledge, skill and judgment ordinarily possessed by members of the profession in good standing in the community and practicing in the same locality under similar conditions at the time these Services are being provided.
- B. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise, which is provided as the result of this AGREEMENT. Upon written notice to WGK and by mutual agreement between the parties, WGK will, without additional compensation, correct any Services not meeting such a standard.

8. Successors, Assigns, and Beneficiaries

- A. Neither OWNER nor WGK may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT.
- B. Nothing contained in this AGREEMENT shall create a contractual relationship with, or a cause of action in favor of a third party against either the OWNER or WGK. The Services rendered under this AGREEMENT are being performed solely for the OWNER's benefit, and no other entity, including the OWNER's agents, shall have any claim against WGK because of this AGREEMENT or the performance or non-performance of Services provided hereunder.

9. Ownership of Documents

- A. The OWNER acknowledges that any documents prepared by WGK incident to this AGREEMENT are



considered as instruments of professional service. As such, all instruments of service prepared by WGK under this AGREEMENT shall remain the property of WGK.

- B. Further, by execution of this AGREEMENT, the OWNER agrees not to use, reuse or make any modification to the documents provided by WGK incident to this AGREEMENT without the prior written authorization of WGK, and OWNER agrees that he shall be responsible for OWNER's unauthorized modification or reuse.

10. Certifications, Guarantees and Warranties

- A. WGK shall not be required to sign any documents, no matter by whom requested, that would result in WGK's having to certify, guarantee or warrant the quality of Services or the existence of conditions not easily ascertained by WGK. OWNER also agrees that payment of any amount due and owing to WGK shall not in any way be considered contingent upon WGK's signing of any such certification(s).
- B. The OWNER acknowledges and understands that the documents prepared by WGK may represent imperfect data and may contain errors, omissions, conflicts, inconsistencies, code violations and improper use of materials. Such deficiencies will be corrected when identified. The OWNER agrees to carefully study and compare the individual contract documents and report at once in writing to WGK any deficiencies the OWNER may discover. The OWNER further agrees to require each contractor and subcontractor to likewise study the documents and report at once any deficiencies discovered.
- C. The OWNER shall resolve all reported deficiencies in the documents with WGK prior to awarding any contracts or subcontracts, or starting any work. If WGK, without additional time or additional expense, cannot resolve any deficiencies, WGK shall so inform the OWNER in writing.

11. Owner's Responsibilities

- A. The person designated by the OWNER above shall be the official contact responsible for the Services to be rendered under this AGREEMENT, and shall be authorized to act with authority on its behalf in respect to all aspects of the Services provided or performed pursuant to this AGREEMENT. The OWNER's representative shall examine and promptly respond to WGK's inquiries and submissions, and shall give prompt written notice to WGK whenever he observes or otherwise becomes aware of any defect in the Services or Project.
- B. The OWNER shall provide WGK free, safe and timely access to any premises necessary for WGK to perform the Services to be rendered under this AGREEMENT. OWNER shall also notify any and all

possessors of the Project site that the OWNER has granted WGK access to the Project site.

- C. The OWNER will furnish to WGK information identifying the type and location of underground improvements. WGK (or its authorized subconsultant) will prepare a plan that shows the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. The OWNER will approve of the locations of subsurface penetrations prior to their being made. The OWNER agrees, to the fullest extent permitted by law, to waive all claims and causes of action against WGK and anyone for whom WGK may be legally liable, for damages to underground improvements that result from subsurface penetration locations incorrectly depicted, undisclosed or unknown to WGK.
- D. The OWNER shall promptly report to WGK any defects or suspected defects in WGK's Services of which the OWNER becomes aware, so that WGK may take measures to minimize the consequences of such a defect. The OWNER further agrees to impose a similar notification requirement on all contractors in its OWNER/Contractor contract and shall require all subcontracts at any level to maintain a like requirement. Failure by OWNER and OWNER'S contractors or subcontractors to notify WGK shall relieve WGK of the costs to remedy the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
- E. When the OWNER is a public body, such OWNER shall cause this AGREEMENT to be approved by the governing board, executed by the executive officers, and duly recorded in the official minutes of the body, and such OWNER shall provide WGK a certified copy of said minutes as evidence that the AGREEMENT has been properly recorded. When the OWNER is a private entity, such entity shall cause this AGREEMENT to be approved by the governing board when appropriate, executed by the executive officers, and duly recorded in the records of the entity, and such OWNER shall provide WGK a certified copy of a corporate resolution as evidence that the AGREEMENT has been properly recorded.

12. Cost Control and Contingency

- A. Any opinion of probable cost prepared by WGK under this AGREEMENT is supplied for the general use and guidance of the OWNER only. Because WGK has no control over private contract negotiations, competitive bidding or market conditions, WGK cannot guarantee the accuracy of such opinions as compared to negotiated prices, contract bids or actual costs incurred by the OWNER.



- B. The OWNER and WGK agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by WGK and, therefore, that the final cost of the Project may exceed the estimated cost. The OWNER agrees to set aside a reserve in the amount of five percent of the Project costs as a contingency to be used as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against WGK or its sub-consultants with respect to any increased costs within the contingency because of such changes or because of any claims made relating to such changes.

13. Insurance

- A. WGK agrees to maintain statutory Workers' Compensation insurance coverage, comprehensive general liability coverage, automobile liability insurance coverage, and professional liability insurance coverage in appropriate amounts during the term of performance of this AGREEMENT.
- B. Prior to the commencement of the construction work, the OWNER shall require the Contractor and any Subcontractor to submit evidence that he (they) have obtained for the period of the construction contract and the guarantee period comprehensive general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the construction contract, and have a limit of not less than \$1,000,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$2,000,000 for damage arising out of bodily injury, sickness and death of two or more persons in any one occurrence. The Property damage portion will provide for a limit of not less than \$1,000,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of the work under the Construction Contract and in any one occurrence including explosion, collapse and underground explosions. Included in such coverage will be contractual coverage sufficiently broad to insure the provision of the indemnity clause specified herein. The comprehensive general liability insurance will include as additional named insured's the following: the OWNER, WGK, and each of their officers, agents, employees and assigns.
- C. Before commencement of the work, the OWNER shall require that the contractor and any subcontractors submit written evidence that he (they) have obtained for the period of the Construction Contract, Builders Risk "All Risk"

Completed Value Insurance Coverage (including earthquake and flood) upon the entire Project which is the subject of the Construction Contract. Such insurance shall include as additional named insured's the following: the OWNER, WGK, and each of their officers, agents, employees, assigns, and any other persons with an insurable interest as may be designated by the OWNER. Such insurance may have a deductible clause not to exceed \$5,000, except that the earthquake deductible may be in accordance with generally accepted insurance practices in the locale where the coverage is issued.

14. Contractor Relations

- A. WGK shall not at any time supervise, direct, or have control over the services being provided or the work being performed by a contractor or any other party, nor shall WGK have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by any other party, for safety precautions and programs incident to another party's work progress, nor for any failure of any other party to comply with laws and regulations applicable to the other party's work.
- B. Neither the professional activities of WGK nor the presence of WGK or its employees or subconsultants at a project site, shall relieve any contractor of its obligations, duties or responsibilities to perform, superintend and coordinate the work in accordance with the intent of the contract documents, and with any health or safety precautions required by any regulatory agency. WGK and its employees or subconsultants have no authority to exercise any control over any contractor or its employees or any subcontractor in connection with their work or any health or safety programs or procedures.
- C. The Owner agrees that its contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in OWNER's contract with its contractor.
- D. WGK neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between OWNER and such contractor.
- E. WGK shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except WGK's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made on interpretations or clarifications of the construction contract given by OWNER without consultation and advice of WGK.

15. Dispute Resolution and Termination



- A. In the event any controversy, dispute or disagreement arising out of or relating to this AGREEMENT, the breach thereof, or the subject matter thereof, the parties shall initially attempt to resolve the controversy, dispute or disagreement through non-binding mediation conducted by a mutually acceptable mediator within 90 days of written notice of any such controversy, dispute or disagreement. If the parties are unable to resolve any controversy, dispute or disagreement through non-binding mediation, the controversy, dispute or disagreement shall be resolved through binding arbitration. The arbitration hearing shall be conducted in the offices of WGK located in Clinton, Mississippi in accordance with an arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and shall be binding not only on all parties to the AGREEMENT, but on any other entity controlled by, in control of or under common control with the party to the extent that such affiliate joins in the arbitration. The judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties acknowledge that the arbitrator may award the prevailing party with its costs incurred as part of the arbitration proceeding, including the fees charged by the arbitrator and reasonable attorney fees. Unless otherwise assessed by the arbitrator, all other costs of the arbitration shall be equally divided and paid by the parties. In the event a party hereto fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit including reasonable attorney fees for having to comply with this arbitration provision and defend or enforce the arbitration award or having to defend the arbitration agreement.

- B. Either the OWNER or WGK may terminate this AGREEMENT at any time with or without cause upon giving the other party seven (7) calendar day's prior written notice. The OWNER shall, within thirty (30) calendar days of termination, pay WGK for all Services rendered and all costs incurred up to the date of termination, plus the reasonable costs incurred in the suspension of the work, in accordance with the compensation provisions of this AGREEMENT and the standard hourly billing rates.

16. Hold Harmless and Limitation of Liability

- A. WGK agrees, to the fullest extent permitted by law, to indemnify and hold harmless OWNER from any damage, liability or cost, including reasonable attorney's fees and costs of defense, to the extent caused by WGK's negligent acts, errors or omissions, and those of his agents, or any party to

whom WGK is legally liable, and arising from the Project that is subject to this AGREEMENT. The OWNER also agrees, to the fullest extent permitted by law, to indemnify and hold harmless WGK from any damage, liability or cost, including reasonable attorney's fees and costs of defense, to the extent caused by OWNER's negligent acts, errors or omissions, and those of his agents, or any party to whom OWNER is legally liable, and arising from the Project this is subject to this AGREEMENT.

- B. The OWNER hereby agrees that WGK's total aggregate liability to the OWNER, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, the work authorized herein, or this AGREEMENT, from any cause or causes, including, but not limited to, WGK's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the amount of the net fees earned under any AGREEMENT with a private entity, or the minimum amount that is allowed under the prevailing laws of the State of Mississippi under any AGREEMENT with a public entity.
- C. The OWNER and WGK recognize that a determination of the OWNER'S actual damages in the event of WGK's negligence, errors, omissions, breach of contract, or breach of warranty will be difficult to calculate and are not subject to being readily ascertained. In order to fairly compensate the OWNER for its actual damages in the event of WGK's negligence, errors, omissions, breach of contract, or breach of warranty, the OWNER and WGK agree that the maximum amount that may be recovered by the OWNER from WGK shall be the amount of the net fees earned by WGK under the terms of this AGREEMENT. The OWNER and WGK agree that said amount shall constitute a bona fide liquidated damage provision intended to fully and completely compensate the OWNER for actual damages that are difficult to determine and are not readily ascertainable.

17. Force Majeure

- A. If events beyond the control of OWNER or WGK including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, or any act or regulation of any government entity, result in the delay to any schedule established in this AGREEMENT, such schedule shall be amended to the extent necessary to compensate for such delay.
- B. In the event such delay exceeds 60 calendar days, OWNER also agrees that WGK shall be entitled to an equitable upward adjustment in compensation for any additional costs incident to the delay.

18. Total Agreement



A. This AGREEMENT (consisting of pages 1 to 6 inclusive together with any expressly incorporated exhibits and attachments), constitutes the entire AGREEMENT between the OWNER and WGK and supersedes all prior written or oral understandings. This AGREEMENT may only be amended,

supplemented, modified, or canceled by a duly executed written instrument.

B. The persons executing this AGREEMENT below hereby certify and warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

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

WGK: WILLIFORD, GEARHART & KNIGHT, INC.

OWNER: The City of Clinton, MS

Name: Bill Owen, P.E., Principal

Name: Rosemary Aultman, Mayor

ATTEST:

ATTEST:

Name: Greg Gearhart, P.E., Principal

Name: Russell Wall, City Clerk

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

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





This Exhibit A, consisting of 1 page is referred to in and is hereby considered a part of the Professional Services Agreement effective _____, between City of Clinton, MS (hereafter called **OWNER**) and Williford, Gearhart & Knight, Inc., (hereafter called **WGK**), for the provision of professional services described as **2008 NRCS Project Improvements**, (hereafter called Project). The Owner's responsibilities are described below as:

1. Provide the necessary support and assistance in a timely manner so as not to delay the services of WGK.
2. Provide WGK all criteria, design and construction standards and full information as to the OWNER's requirements for the Project.
3. Designate in writing a person authorized to act as the OWNER's representative. The OWNER or his representative shall receive and examine documents submitted by WGK, interpret and define the OWNER's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of WGK's services.
4. Furnish to WGK complete land deed records and title opinions for all lands on the Project site which shall include, but not be limited to, ownership, easements, rights-of-way, encroachments, zoning and deed restrictions.
5. Furnish existing soils data including but not limited to reports, test borings, test pits, probing, subsurface explorations, soil bearings values, percolation test, ground corrosion and resistivity test, all with appropriate professional interpretation.
6. Furnish existing laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this Project.
7. Provide legal, accounting, and insurance counseling services necessary for the Project, legal review of the Construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the Contractor.
8. Furnish permits and approvals from all governmental authorities having jurisdiction over this Project and from others as may be necessary for completion of the Project.
9. Furnish above services at the OWNER's expense and in such manner that WGK may rely upon them in the performance of his services under this Agreement.
10. Protect and preserve all survey stakes and markers placed at the Project site prior to the assumption of this responsibility by the Contractor and bear all cost of replacing stakes or markers damaged or removed during said time interval.
11. Guarantee full and free access for WGK to enter upon all property required for the performance of WGK's services under this Agreement.
12. Give prompt written notice to WGK whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect WGK's performance of services under this Agreement.
13. Compensate WGK for the services rendered under this Agreement in a timely manner.
14. Bear the costs of permits, legal advertisements, notices, approvals, and other direct expenses incident to completion of the Project.
15. Bear all costs incident to compliance with or performance of the requirements of this provision.



This Exhibit B, consisting of 2 pages is referred to in and is hereby considered a part of the Professional Services Agreement effective _____, between City of Clinton, MS (hereafter called **OWNER**) and Williford, Gearhart & Knight, Inc., (hereafter called **WGK**), for the provision of professional services described as **2008 NRCS Project Improvements**, (hereafter called Project). The scope of professional services is described below:

1. **Basic Services:** WGK agrees to perform the professional services specified herein, as necessary for the successful prosecution of the Project, including normal civil engineering and land surveying services related to the planning, design and construction phases of the Project, as described in detail as follows:
2. **Design Phase Services:** Upon receipt of the written authorization of the OWNER to proceed with the Design Phase, if and where applicable, WGK shall:
 - A. Consult with the OWNER to ascertain the specific requirements of the Project, to review the scope of professional services to be rendered, and to discuss the scope of the intended construction contract..
 - B. Complete the detailed field survey data collection of the project area to obtain accurate points for use during the design.
 - C. Perform the detailed design for the Project in accordance with the design alternative selected by the OWNER.
 - D. Prepare detailed construction plans, specifications, and contract documents required for the PROJECT, and submit same to the OWNER and appropriate regulatory agencies for review and approval.
 - E. Prepare a final Opinion of Probable Construction Cost based on the final design.
 - F. Design the PROJECT in conformance with all applicable Federal, State and local standards for air or water pollution such that all required approvals, permits and certifications may be obtained.
 - G. Prepare documents which include forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
 - H. Coordinate the performance of all required subsurface explorations on the project site, if necessary.
 - I. Contract with a qualified geotechnical sub consultant to complete the subsurface explorations and prepare a geotechnical report for the project, if necessary.
 - J. Comply with all pertinent provisions of the regulations of the U.S. Department of Commerce issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, or national origin, where applicable.
 - K. Provide with the project documents a sufficiently clear delineation of the labor categories and wage rates that are applicable to the PROJECT, in conformance with all local and State laws on practices, where applicable.
 - L. Advise the OWNER regarding the need for other special services or consultants that may be needed by WGK to fulfill the requirements identified by the OWNER.
 - M. Assist the OWNER in securing final approvals of the Plans, Specifications and Contract Documents from the appropriate regulatory agencies, including any modifications to the documents and follow-up contacts as needed to secure such approvals.
3. **Pre-construction Phase Services:** Upon receipt of the written approval of the OWNER and appropriate regulatory agencies for the Plans, Specifications, Contract Documents and final Opinion of the Construction Cost, and upon receipt of the written authorization of the OWNER to proceed with the Pre-construction Phase, WGK shall:
 - A. Furnish Advertisement for Bids to newspapers, trade journals, contractors, minority groups, subcontractors and suppliers, as appropriate.
 - B. Schedule and conduct a site inspection trip to the project site with prospective bidders, and assist in scheduling and conducting a pre-bid conference, where appropriate.



- C. Investigate reported omissions and discrepancies in the plans, specifications and contract documents, and formulate and mail addenda as needed.
 - D. Attend and assist in conducting the bid opening with OWNER and Contractors.
 - E. Analyze bids received for irregularities, errors or omissions.
 - F. Review submittal of substitute materials and equipment, and recommend acceptance/rejection to the OWNER.
 - G. Review proof of bidder's qualifications and recommend contract award or rejection to the OWNER.
 - H. Prepare and distribute certified tabulation of bids for project to OWNER, Contractors and other parties as appropriate.
 - I. Prepare a bid package in accordance with the regulatory/funding program requirements, and submit same to the appropriate agencies for review and approval.
 - J. Prepare a Notice-of-Award and assist in securing its execution by successful Contractor.
 - K. Collect proofs of publication, and assist in securing approval of award and procurement procedures, where applicable.
 - L. Prepare contract documents for signature by Contractor and assist the OWNER in securing their execution, and prepare Notice-to-Proceed to Contractor for PROJECT.
 - M. Prepare and distribute contract price estimate breakdown to OWNER and Contractor, as appropriate.
 - N. Assist in scheduling and conducting a pre-construction conference with OWNER, Contractor, utility companies, regulatory agencies, and other parties as appropriate.
 - O. Provide the OWNER copies of the plans, specifications, and contract documents as requested.
 - P. Furnish additional copies of the plans, specifications, and contract documents as requested by prospective bidders, material suppliers, and other interested parties, to facilitate bidding and contracting of the PROJECT.
 - Q. Furnish to the CONTRACTOR additional copies of the plans, specifications, and contract documents for execution after contract award, and for use during construction phase as needed.
4. **Contract Administration Phase Services:** Upon receipt of the written approval of the OWNER and appropriate regulatory agencies of the Construction Contract prepared based upon the Contract Documents compiled by WGK, and upon receipt of the written authorization of the OWNER to proceed with the construction activities, if and where applicable, WGK shall:
- A. Function as the OWNER's representative with duties and responsibilities and limitations of authority as described in the General Conditions to the Construction Contract Documents, and the other provisions set forth herein.
 - B. Advise and consult with the OWNER during the construction activities, and assist the OWNER in the issuance of appropriate instructions to the Contractor.
 - C. Establish appropriate survey bench marks and survey control points in close proximity to the PROJECT for use by the Contractor in laying out the work.
 - D. Make periodic visits to the site of the construction to observe the progress and quality of the construction work and to determine, in general, if the results of the construction work are in accordance with the Plans and the Specifications. On the basis of his on-site observations as an ENGINEER, he shall endeavor to guard the OWNER against apparent defects and deficiencies in the permanent work constructed by the Contractor, but does not guarantee the performance of the Contractor. The ENGINEER shall not be required to make exhaustive or continuous on-site observations to verify the quality or quantity of the construction work. Visits and observations by ENGINEER and/or construction review personnel are not intended to extend to every aspect of work in progress, but rather are to be limited to spot checking and selective sampling of the work being done by the Contractor. The ENGINEER shall determine, in general, if the work is proceeding in accordance with the Contract Documents, and shall advise the OWNER of his progress as needed. The ENGINEER is not responsible for construction means, methods, techniques,



- sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The ENGINEER is not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract.
- E. Review the Contractor's requests for progressive payments, and based upon said on-site observation, advise the OWNER as to WGK's opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the Contractor's payment request, and issue for processing by the OWNER, a Certificate for Payment in the amount owed the Contractor. The issuance of Certificates for Payment shall constitute a declaration by WGK to the OWNER, based upon said on-site observations, and review of any data accompanying the request for payment, that the Contractor's work has progressed to the point indicated; that to the best of WGK's knowledge, information and belief, the quality of the Contractor's work is in accordance with the Construction Contract Documents (subject to subsequent correction of minor deviations from the Construction Contract Documents and to qualifications stated in the Certificate for Payment); and that the Contractor is entitled to the amount stated. The issuing of the Certificate for Payment by WGK shall not represent that he has made any investigation to determine the uses made by the Contractor of sums paid to the Contractor.
 - F. The ENGINEER shall review the Contractor's requests for progressive payments in a timely fashion, and shall forward same to the OWNER for approval and payment on a routine basis. The OWNER shall consider the Contractor's payment requests at the next regular meeting of the Board of Supervisors, and issue payments to the Contractor on a timely basis thereafter.
 - G. Make recommendations to the OWNER on all claims relating to the execution and progress of the construction work. The ENGINEER's decisions in matters relating to WGK's design shall be final.
 - H. Notify the OWNER of permanent work which does not conform to the result required in the Construction Contract, prepare a written report describing any apparent non-conforming permanent work and make recommendations to the OWNER for its correction and, at the request of the OWNER, have recommendations implemented by the Contractor.
 - I. Review shop drawings, samples and other submittal of the Contractor, only for general conformance to the design concept of the Project, and for general compliance with the Construction Contract. The ENGINEER shall evaluate and determine the acceptability of substitute or "equal" items proposed for use by the Contractor.
 - J. Prepare and/or issue necessary field orders, clarifications and interpretations of the Contract Documents, as needed, to facilitate the orderly completion of the work in accordance with the design intent.
 - K. Prepare for the OWNER's approval, Change Orders which address minor revisions of or adjustments to the original project scope of work.
 - L. Conduct a pre-final review of the construction project upon receipt of the Contractor's notice of substantial completion.
 - M. Conduct a final review of the construction project upon receipt of the Contractor's certification of final completion; receive and review written guarantees and related data assembled by the Contractor; and issue to the OWNER a Certificate of Final Payment.
 - N. The ENGINEER shall not be responsible for the defects or omissions in the work result of the Contractor(s), or any Subcontractor(s), or any of the Contractor's or Subcontractor's employees, or that of any other persons or entities responsible for performing any of the work result as contained in the Construction Contract.
 - O. Submit a written report to the OWNER not less frequently than monthly providing a status report on the general progress of the Project, summarizing the accomplishments to date and highlighting points of concern.
 - P. Conduct a one-year warranty review of the completed construction, and advise OWNER of any defects that may need further attention by the Contractor.
5. **Construction Review Phase Services:** Upon initiation of the construction activities, if and where applicable, WGK shall:



- A. Provide one or more Construction Review Representatives to assist WGK in order to render more extensive representation at the Project site during the Construction Phase. The construction review representative shall monitor the Contractor's activities, and shall prepare periodic reports providing details regarding the weather conditions, site of the work in progress, soil conditions, personnel on-site, equipment in use, materials incorporated into the project, stored materials on the site, visitors to the site, problems encountered and remedies employed, and other pertinent information.
 - B. The purpose of the construction review representative at the site shall be to enable WGK to better perform his duties during the construction activities. The purpose shall also be to provide the OWNER a greater degree of confidence that the work in progress and/or completed by the Contractor will conform to the intent of the Contract Documents, such that the integrity of the design concept is preserved by the Contractor, and that the work functions as a whole as planned when completed. The ENGINEER and his representatives shall not, however, supervise, direct or have direct control over the Contractor's work.
 - C. The limits of the authority, duties and responsibilities of a Construction Review Representative shall be described before such services begin by written instruments referenced herein as EJCDC publication No. 1910-1-A, and made a part of this Agreement by reference. By means of the more extensive on-site observations of the work in progress, WGK will endeavor to provide further protection for the OWNER against defects and deficiencies in the Contractor's work, but the furnishing of such services shall not include construction review of the Contractor's construction means, methods, techniques, sequences or procedures, or of any safety precautions and programs in connection with the work, and WGK shall not be responsible for the Contractor's failure to carry out the work in accordance with the Construction Contract.
 - D. The construction review representative will review all Contractor's requests for progressive payments, and all claims for materials stored on the site, and shall assist WGK in verifying the accuracy and completeness of all claims for payment.
 - E. ENGINEER shall determine the appropriate times for the Construction Review Representative to be present on the PROJECT site to provide for such review.
6. **Additional Services:** Upon receipt of the written authorization of the OWNER, WGK agrees to furnish or obtain from others, additional professional services related to the Project, as set forth herein below and contained within this Agreement:
- A. Services due to changes in the scope of the Project or its design including, but not limited to, changes in scope, complexity, schedule or character of construction, or services required resulting from significant delays, changes in prices of materials, or equipment and energy shortages.
 - B. Revision of studies, reports, design documents, plans or specifications which have previously been approved by the OWNER, or when such revisions are due to causes beyond the control of WGK.
 - C. Preparation of design documents for alternate bids or for out-of-sequence work requested by the OWNER.
 - D. Preparation of detailed renderings, exhibits or scale models for the Project.
 - E. Provision of any type of boundary surveys for acquisition purposes. Provision of property and easement plats and descriptions and field survey staking to facilitate acquisition..
 - F. Provision of copies of reports, correspondence, submittal data, contract documents and specifications, and prints of construction plans.
 - G. Provision of other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER.



This **Exhibit C**, consisting of 2 pages is referred to in and is hereby considered a part of the Professional Services Agreement effective _____, between City of Clinton, MS (hereafter called **OWNER**) and Williford, Gearhart & Knight, Inc., (hereafter called **WGK**), for the provision of professional services described as **2008 NRCS Project Improvements**, (hereafter called Project). The engineering fee schedule is described below:

1. **General:** In accordance with the terms and conditions of this Agreement, WGK shall provide professional services for which the OWNER shall compensate WGK as set forth herein below. **Basic Engineering Services:** As defined in Scope of Professional Services attached to the Agreement, with compensation on the basis of lump sum amounts defined herein below
2. **Design Phase Services:** As defined in Section 2 on the basis of a lump sum of twelve thousand five hundred dollars (\$12,500.00)
3. **Construction Phase Services:** As defined in Section 3, 4 and 5 on the basis of a lump sum of nine thousand dollars (\$9,000.00)
4. **Additional Services:** As defined in Section 3 of the Scope of Professional Services, with compensation on an hourly reimbursable basis plus direct reimbursable expenses as set forth herein below:
 - A. Additional professional services shall be provided on an hourly basis in accordance with the hourly billing rates set forth herein below. These hourly rates shall apply to the additional services rendered herein, and shall be adjusted no less than annually following each calendar year.

DESCRIPTION	HOURLY RATE
Principal	160
Senior Project Engineer	145
Project Engineer	105
Senior Engineering Assistant	95
Engineer Intern	85
Project Coordinator	80
Designer	75
Engineering Assistant	65
Construction Review	65
Project Surveyor	95
Surveyor	75
Surveying Assistant	65
Technician	60
Survey Party Chief	75
Survey Crewman	30
Survey Party (Two Men)	105
Survey Party (Three Men)	135
Survey Party (Four Men)	165
Technician Assistant	35
Administrative Assistant	45
Computer Aided Design Equipment (CAD)	15
GPS Surveying Equipment	25
RTK Surveying Equipment	50
Accounting Manager	75



Cost of services of other professional consultants billed to WGK by the professional consultants for such services. These services shall include geotechnical, architectural, structural, mechanical and electrical consultants. These expenses shall be invoiced by WGK to the OWNER at cost. **Reimbursable Expenses:** As defined herein below, shall be reimbursed to WGK at cost.

- A. Reimbursable expenses are in addition to compensation to WGK for Additional Services and include expenditures made by WGK, his employees or his consultants in the interest of the Project. Reimbursable Expenses include, but are not limited to, those listed herein below.
 - B. Expense of transportation, mileage, subsistence, rentals and lodging when traveling in connection with the Project.
 - C. Expense of long distance or toll telephone calls, telegrams, messenger service, field office expenses and fees paid for securing approval of authorities having jurisdiction over the Project.
 - D. Expense of all reproduction, postage and handling of Plans, Specifications, Contract Documents, reports or other Project related work product of WGK.
 - E. Expense of computer time including charges for the use or purchase of special hardware or proprietary software programs incident to the Project.
5. **Payments to the Engineer:** Shall be made by the OWNER to WGK as specified herein below.
- A. Progress payments for all parts of this Contract shall be made in proportion to services rendered as indicated within this Agreement, and shall be due and owing within thirty days of WGK's submittal of his monthly statement. Invoices for professional services rendered will be prepared in accordance with WGK's standard practices, and will be submitted to the OWNER by WGK on a monthly basis. Past due amounts owed to WGK shall include an interest charge of one percent compounded monthly from the thirtieth day. Payments received from the OWNER will be credited first to any accrued interest, and then to the principal balance. In the event of a disputed or contested invoice, the OWNER may withhold only that portion in question, and shall render payment for the agreed portion to WGK on a timely basis.
 - B. For the **Design Phase Services**, as specified in Section 3, payments shall be made monthly based on WGK's estimate of the percentage completion of each sub-phase indicated herein below, which shall represent the following percentages of total lump sum compensation specified:

Design Phase	100%

TOTAL OF LUMP SUM	100%

- C. For the **Construction Phase Services**, as specified in Sections 4, 5, 6, 7, 8, and 9, payments shall be made monthly based on WGK's estimate of the percentage of completion of each sub-phase indicated herein below, which shall represent the following percentages of the total lump sum compensation specified:

Construction Phase	100%

TOTAL OF LUMP SUM	100%

- D. If the **OWNER** fails to make monthly payments due to WGK, WGK may, after giving seven (7) days written notice to the OWNER, suspend services under this Agreement.
- E. No deductions shall be made from WGK's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors.
- F. If the Project is delayed or if WGK's services for the Project are delayed or suspended for more than three months for reasons beyond WGK's control, WGK may, after giving seven (7) days written notice to the OWNER, terminate this Agreement and the OWNER shall compensate WGK in accordance with the termination provision contained hereafter in this Agreement, or WGK shall be entitled to an adjustment of the amounts and rates of compensation specified herein, in addition to consideration for the expenses incurred by WGK in the suspension and/or reactivation of his services.



This Exhibit C, consisting of 2 pages is referred to in and is hereby considered a part of the Professional Services Agreement effective _____, between City of Clinton, MS (hereafter called **OWNER**) and Williford, Gearhart & Knight, Inc., (hereafter called **WGK**), for the provision of professional services described as **2008 NRCS Project Improvements**, (hereafter called Project). The engineering fee schedule is described below:

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2. **Design Phase Services:** As defined in Section 2 on the basis of a lump sum of twelve thousand five hundred dollars (\$12,500.00)
3. **Construction Phase Services:** As defined in Section 3, 4 and 5 on the basis of a lump sum of nine thousand dollars (\$9,000.00)
4. **Additional Services:** As defined in Section 3 of the Scope of Professional Services, with compensation on an hourly reimbursable basis plus direct reimbursable expenses as set forth herein below:
 - A. Additional professional services shall be provided on an hourly basis in accordance with the hourly billing rates set forth herein below. These hourly rates shall apply to the additional services rendered herein, and shall be adjusted no less than annually following each calendar year.

DESCRIPTION	HOURLY RATE
Principal	160
Senior Project Engineer	145
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Designer	75
Engineering Assistant	65
Construction Review	65
Project Surveyor	95
Surveyor	75
Surveying Assistant	65
Technician	60
Survey Party Chief	75
Survey Crewman	30
Survey Party (Two Men)	105
Survey Party (Three Men)	135
Survey Party (Four Men)	165
Technician Assistant	35
Administrative Assistant	45
Computer Aided Design Equipment (CAD)	15
GPS Surveying Equipment	25
RTK Surveying Equipment	50
Accounting Manager	75



Cost of services of other professional consultants billed to WGK by the professional consultants for such services. These services shall include geotechnical, architectural, structural, mechanical and electrical consultants. These expenses shall be invoiced by WGK to the OWNER at cost. **Reimbursable Expenses:** As defined herein below, shall be reimbursed to WGK at cost.

- A. Reimbursable expenses are in addition to compensation to WGK for Additional Services and include expenditures made by WGK, his employees or his consultants in the interest of the Project. Reimbursable Expenses include, but are not limited to, those listed herein below.
- B. Expense of transportation, mileage, subsistence, rentals and lodging when traveling in connection with the Project.
- C. Expense of long distance or toll telephone calls, telegrams, messenger service, field office expenses and fees paid for securing approval of authorities having jurisdiction over the Project.
- D. Expense of all reproduction, postage and handling of Plans, Specifications, Contract Documents, reports or other Project related work product of WGK.
- E. Expense of computer time including charges for the use or purchase of special hardware or proprietary software programs incident to the Project.

5. **Payments to the Engineer:** Shall be made by the OWNER to WGK as specified herein below.

- A. Progress payments for all parts of this Contract shall be made in proportion to services rendered as indicated within this Agreement, and shall be due and owing within thirty days of WGK's submittal of his monthly statement. Invoices for professional services rendered will be prepared in accordance with WGK's standard practices, and will be submitted to the OWNER by WGK on a monthly basis. Past due amounts owed to WGK shall include an interest charge of one percent compounded monthly from the thirtieth day. Payments received from the OWNER will be credited first to any accrued interest, and then to the principal balance. In the event of a disputed or contested invoice, the OWNER may withhold only that portion in question, and shall render payment for the agreed portion to WGK on a timely basis.
- B. For the **Design Phase Services**, as specified in Section 3, payments shall be made monthly based on WGK's estimate of the percentage completion of each sub-phase indicated herein below, which shall represent the following percentages of total lump sum compensation specified:

Design Phase	100%

TOTAL OF LUMP SUM	100%

- C. For the **Construction Phase Services**, as specified in Sections 4, 5, 6, 7, 8, and 9, payments shall be made monthly based on WGK's estimate of the percentage of completion of each sub-phase indicated herein below, which shall represent the following percentages of the total lump sum compensation specified:

Construction Phase	100%

TOTAL OF LUMP SUM	100%

- D. If the **OWNER** fails to make monthly payments due to WGK, WGK may, after giving seven (7) days written notice to the OWNER, suspend services under this Agreement.
- E. No deductions shall be made from WGK's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors.
- F. If the Project is delayed or if WGK's services for the Project are delayed or suspended for more than three months for reasons beyond WGK's control, WGK may, after giving seven (7) days written notice to the OWNER, terminate this Agreement and the OWNER shall compensate WGK in accordance with the termination provision contained hereafter in this Agreement, or WGK shall be entitled to an adjustment of the amounts and rates of compensation specified herein, in addition to consideration for the expenses incurred by WGK in the suspension and/or reactivation of his services.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: October 7, 2008

AGENDA ITEM NO. 17

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Engineering Services Contract with Williford, Gearhart & Knight, Inc.,
for Facilities Plan Update-Water System

INTRODUCED BY: Richard L. Broome, City Engineer

TELEPHONE: 601-925-6102

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Steve Brabham

SECONDED BY: Brabham Peace

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Bishop
Peace
Morgan
Barnett

✓
✓
✓
✓
✓
✓
✓

Mayor Aultman

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



This is an AGREEMENT, effective as of _____ (effective date) by and between City of Clinton, MS, hereafter called **OWNER** and Williford, Gearhart & Knight, Inc., Engineers & Surveyors (hereafter called **WGK**). The OWNER hereby retains WGK for certain Professional Services, hereafter called *Services*, for the 2008 State Revolving Fund (SRF) Facilities Plan Update-Water System, hereafter called the *Project*, and herein described more particularly as follows: **Update of the current SRF Facilities Plan to include provision of radio meter reads and new water well.** The OWNER and WGK also hereby acknowledge the attachment of the items listed herein below, and agree that all such documents shall be incorporated into this AGREEMENT by reference:

- ☒ The OWNER's responsibilities, incorporated herein as Exhibit A, consisting of 1 page.
- ☒ The Scope of Professional Services, incorporated herein as Exhibit B, consisting of 2 pages.
- ☒ The Compensation Schedule, incorporated herein as Exhibit C, consisting of 2 pages.

The OWNER's official designated representative for this Project shall be: **Richard Broome, P.E.** WGK's official designated representative for this Project shall be: **Greg Gearhart, P.E. # 8730.** The WGK Project Number shall be: **2008-298-00:**

The OWNER hereby employs WGK to perform the Professional Services described herein; WGK agrees to provide the Services prescribed herein, and the OWNER agrees to compensate WGK for the Services rendered under this AGREEMENT. The OWNER and WGK further agree to the following general terms and conditions:

1. Basic Agreement

- A. WGK shall provide, or cause to be provided, the Services set forth in this AGREEMENT, and OWNER shall compensate WGK for such Services as set forth in this AGREEMENT.

2. Controlling Law

- A. The laws of the State of Mississippi shall govern the validity, interpretation and performance of the terms set forth in this AGREEMENT. This AGREEMENT is made between the OWNER and WGK, and it is agreed that this AGREEMENT constitutes the entire AGREEMENT, superseding any prior negotiations, correspondence or agreements, either oral or written.
- B. If any provision contained in this AGREEMENT is held illegal, invalid or unenforceable, for any reason, the remaining provisions shall remain unimpaired.
- C. Neither party to this AGREEMENT shall assign this AGREEMENT or any portion thereof, without the written consent of the other party.
- D. This AGREEMENT, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

3. Scope of Professional Services

- A. The person designated by WGK above shall be the official contact in responsible charge of the Services to be rendered under this AGREEMENT, and shall be authorized to act with authority on its behalf in respect to all aspects of the Services provided or performed pursuant to this AGREEMENT.
- B. The Scope of Professional Services, hereafter *Services*, set forth in this AGREEMENT is based on facts known at the time of execution of this AGREEMENT, including, if applicable, information supplied by the OWNER. In the event the Scope is well defined, such scope will be set forth in some detail on an attachment to this

AGREEMENT. For other projects involving conceptual planning, preliminary engineering, or project development Services, the Scope may not be fully definable during the initial phases of the Project. As the Project progresses, facts discovered may indicate that the Scope must be redefined. Changes in Scope may warrant additional Services which are not a part of the agreed upon compensation. Such additional Services shall be paid for by the OWNER in accordance with WGK's prevailing hourly billing rate schedule, as shown on an attachment to this AGREEMENT.

- C. The commitments set forth in this AGREEMENT are based on the expectation that all of the Services described in this AGREEMENT will be performed and provided as set forth herein. In the event OWNER reduces the Services to be performed by WGK, OWNER agrees to release, hold harmless, defend and indemnify WGK from any and all claims, damages, losses or costs associated with or arising out of any reduction in Services.
- D. It is acknowledged by both parties that the Scope of Services does not include any Services related to any lead, asbestos, or hazardous or toxic materials. In the event WGK or any other party knowingly encounters lead, asbestos, or hazardous or toxic materials at the project site, or should it become known in any way that such materials may be present at the project site or any adjacent areas that may affect the performance of the Services, WGK may, at its own option and without liability for consequential or any other damages, suspend performance of Services on the Project until the OWNER retains appropriate special consultant(s) or contractor(s) to identify, abate and/or remove the lead, asbestos, or hazardous or toxic materials, warrants that the project site is in full compliance with applicable laws and regulations, and authorizes WGK to resume work on the project site.

4. Additional Services



discover. The OWNER further agrees to require each contractor and subcontractor to likewise study the documents and report at once any deficiencies discovered.

- C. The OWNER shall resolve all reported deficiencies in the documents with WGK prior to awarding any contracts or subcontracts, or starting any work. If WGK, without additional time or additional expense, cannot resolve any deficiencies, WGK shall so inform the OWNER in writing.

11. Owner's Responsibilities

- A. The person designated by the OWNER above shall be the official contact responsible for the Services to be rendered under this AGREEMENT, and shall be authorized to act with authority on its behalf in respect to all aspects of the Services provided or performed pursuant to this AGREEMENT. The OWNER's representative shall examine and promptly respond to WGK's inquiries and submissions, and shall give prompt written notice to WGK whenever he observes or otherwise becomes aware of any defect in the Services or Project.
- B. The OWNER shall provide WGK free, safe and timely access to any premises necessary for WGK to perform the Services to be rendered under this AGREEMENT. OWNER shall also notify any and all possessors of the Project site that the OWNER has granted WGK access to the Project site.
- C. The OWNER will furnish to WGK information identifying the type and location of underground improvements. WGK (or its authorized subconsultant) will prepare a plan that shows the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. The OWNER will approve of the locations of subsurface penetrations prior to their being made. The OWNER agrees, to the fullest extent permitted by law, to waive all claims and causes of action against WGK and anyone for whom WGK may be legally liable, for damages to underground improvements that result from subsurface penetration locations incorrectly depicted, undisclosed or unknown to WGK.
- D. The OWNER shall promptly report to WGK any defects or suspected defects in WGK's Services of which the OWNER becomes aware, so that WGK may take measures to minimize the consequences of such a defect. The OWNER further agrees to impose a similar notification requirement on all contractors in its OWNER/Contractor contract and shall require all subcontracts at any level to maintain a like requirement. Failure by OWNER and OWNER'S contractors or subcontractors to notify WGK shall relieve WGK of the costs to remedy the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
- E. When the OWNER is a public body, such OWNER shall cause this AGREEMENT to be approved by the governing board, executed by the executive officers, and duly recorded in the official minutes of the body, and such OWNER shall provide WGK a certified copy of said minutes as evidence that the AGREEMENT has been properly recorded. When the OWNER is a private entity,

such entity shall cause this AGREEMENT to be approved by the governing board when appropriate, executed by the executive officers, and duly recorded in the records of the entity, and such OWNER shall provide WGK a certified copy of a corporate resolution as evidence that the AGREEMENT has been properly recorded.

12. Cost Control and Contingency

- A. Any opinion of probable cost prepared by WGK under this AGREEMENT is supplied for the general use and guidance of the OWNER only. Because WGK has no control over private contract negotiations, competitive bidding or market conditions, WGK cannot guarantee the accuracy of such opinions as compared to negotiated prices, contract bids or actual costs incurred by the OWNER.
- B. The OWNER and WGK agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by WGK and, therefore, that the final cost of the Project may exceed the estimated cost. The OWNER agrees to set aside a reserve in the amount of five percent of the Project costs as a contingency to be used as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against WGK or its sub-consultants with respect to any increased costs within the contingency because of such changes or because of any claims made relating to such changes.

13. Insurance

- A. WGK agrees to maintain statutory Workers' Compensation insurance coverage, comprehensive general liability coverage, automobile liability insurance coverage, and professional liability insurance coverage in appropriate amounts during the term of performance of this AGREEMENT.
- B. Prior to the commencement of the construction work, the OWNER shall require the Contractor and any Subcontractor to submit evidence that he (they) have obtained for the period of the construction contract and the guarantee period comprehensive general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the construction contract, and have a limit of not less than \$1,000,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$2,000,000 for damage arising out of bodily injury, sickness and death of two or more persons in any one occurrence. The Property damage portion will provide for a limit of not less than \$1,000,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of the work under the Construction Contract and in any one occurrence including explosion, collapse and underground explosions. Included in such coverage will be contractual coverage sufficiently broad to insure the provision of the indemnity clause specified herein. The comprehensive general liability insurance will include



or in any way related to, the work authorized herein, or this AGREEMENT, from any cause or causes, including, but not limited to, WGK's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the amount of the net fees earned under any AGREEMENT with a private entity, or the minimum amount that is allowed under the prevailing laws of the State of Mississippi under any AGREEMENT with a public entity.

- C. The OWNER and WGK recognize that a determination of the OWNER'S actual damages in the event of WGK's negligence, errors, omissions, breach of contract, or breach of warranty will be difficult to calculate and are not subject to being readily ascertained. In order to fairly compensate the OWNER for its actual damages in the event of WGK's negligence, errors, omissions, breach of contract, or breach of warranty, the OWNER and WGK agree that the maximum amount that may be recovered by the OWNER from WGK shall be the amount of the net fees earned by WGK under the terms of this AGREEMENT. The OWNER and WGK agree that said amount shall constitute a bona fide liquidated damage provision intended to fully and completely compensate the OWNER for actual damages that are difficult to determine and are not readily ascertainable.

17. Force Majeure

- A. If events beyond the control of OWNER or WGK including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, or any act or regulation of any government entity, result in the delay to any schedule established in this AGREEMENT, such schedule shall be amended to the extent necessary to compensate for such delay.
- B. In the event such delay exceeds 60 calendar days, OWNER also agrees that WGK shall be entitled to an equitable upward adjustment in compensation for any additional costs incident to the delay.

18. Total Agreement

- A. This AGREEMENT (consisting of pages 1 to 5 inclusive together with any expressly incorporated exhibits and attachments), constitutes the entire AGREEMENT between the OWNER and WGK and supersedes all prior written or oral understandings. This AGREEMENT may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- B. The persons executing this AGREEMENT below hereby certify and warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

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

WGK: WILLIFORD, GEARHART & KNIGHT, INC.

Name: Greg Gearhart, P.E., Principal

ATTEST:

Name: Bill Owen, P.E., Principal

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

OWNER: The City of Clinton, MS

Name: Rosemary Aultman, Mayor

ATTEST:

Name: Russell Wall, City Clerk

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





This Exhibit B, consisting of 2 pages is referred to in and is hereby considered a part of the Professional Services Agreement effective _____, between City of Clinton, MS (hereafter called OWNER) and Williford, Gearhart & Knight, Inc., (hereafter called WGK), for the provision of professional services described as 2008 State Revolving Fund (SRF) Facilities Plan Update - Water System, (hereafter called Project). The scope of professional services is described below:

1. **Basic Services:** WGK agrees to perform the professional services specified herein, as necessary for the successful prosecution of the Project, including normal civil engineering and land surveying services related to the planning, design and construction phases of the Project, as described in detail as follows:
2. **Planning Phase Services:** Upon receipt of the written authorization of the OWNER to proceed with the Planning Phase, if and where applicable, WGK shall:
 - A. The Scope of the work required under this phase shall include the update of the current City of Clinton SRF Water System Facilities Plan to include for the provision of a new water well and installation of water meter radio reads. It is anticipated that the City will employ WGK to perform the necessary design and construction phase services at such time as the improvements are to be implemented. A separate professional services agreement will be prepared for those services.
 - B. Consult with the OWNER to ascertain the specific requirements of the Project, to review the scope of professional services to be rendered, to discuss the scope of the intended project, and to secure available data.
 - C. Advise the OWNER as to the necessity of providing, or obtaining from others, special services or specific data that will be needed to perform the Services anticipated for this Project.
 - D. Identify, consult with, and analyze the requirements of governmental authorities having jurisdiction to approve the funding, design or construction of the Project.
 - E. Complete the preliminary planning studies related to the intended project, including preparation of base maps, schematic drawings, preliminary layouts of the intended project, preliminary opinions of probable project cost, preliminary engineering reports, and other related documents.
 - F. Assist the Owner in the assembly of grant and loan funding application packages, by the provision of technical information, maps and cost estimates, in accordance with the requirements of the various grant and loan funding programs.
 - G. Meet with the Owner and funding agencies as needed to facilitate preparation of the grant and loan application packages.
 - H. Furnish copies of the work products to the OWNER for review and comment.
 - I. Furnish copies of the work products to governmental regulatory or funding agencies for review and approval.
3. **Additional Services:** Upon receipt of the written authorization of the OWNER, WGK agrees to furnish or obtain from others, additional professional services related to the Project, as set forth herein below and contained within this Agreement:
 - A. Services due to changes in the scope of the Project or its design including, but not limited to, changes in scope, complexity, schedule or character of construction, or services required resulting from significant delays, changes in prices of materials, or equipment and energy shortages.
 - B. Revision of studies, reports, design documents, plans or specifications which have previously been approved by the OWNER, or when such revisions are due to causes beyond the control of WGK.
 - C. Preparation of design documents for alternate bids or for out-of-sequence work requested by the OWNER.
 - D. Preparation of detailed renderings, exhibits or scale models for the Project.
 - E. Provision of any type of boundary and/or topographic surveys for design purposes. Provision of property and easement plats and descriptions and field survey staking to facilitate acquisition.
 - F. Provision of copies of reports, correspondence, submittal data, contract documents and specifications, and prints of construction plans.
 - G. Provision of other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER.



4. **Reimbursable Expenses:** As defined herein below, shall be reimbursed to WGK at cost.
- A. Reimbursable expenses are in addition to compensation to WGK for Additional Services and include expenditures made by WGK, his employees or his consultants in the interest of the Project. Reimbursable Expenses include, but are not limited to, those listed herein below.
 - B. Expense of transportation, mileage, subsistence, rentals and lodging when traveling in connection with the Project.
 - C. Expense of long distance or toll telephone calls, telegrams, messenger service, field office expenses and fees paid for securing approval of authorities having jurisdiction over the Project.
 - D. Expense of all reproduction, postage and handling of Plans, Specifications, Contract Documents, reports or other Project related work product of WGK.
 - E. Expense of computer time including charges for the use or purchase of special hardware or proprietary software programs incident to the Project.
5. **Payments to the Engineer:** Shall be made by the OWNER to WGK as specified herein below.
- A. Progress payments for all parts of this Contract shall be made in proportion to services rendered as indicated within this Agreement, and shall be due and owing within thirty days of WGK's submittal of his monthly statement. Invoices for professional services rendered will be prepared in accordance with WGK's standard practices, and will be submitted to the OWNER by WGK on a monthly basis. Past due amounts owed to WGK shall include an interest charge of one percent compounded monthly from the thirtieth day. Payments received from the OWNER will be credited first to any accrued interest, and then to the principal balance. In the event of a disputed or contested invoice, the OWNER may withhold only that portion in question, and shall render payment for the agreed portion to WGK on a timely basis.
 - B. For the **Planning Phase Services**, as specified in Section 2, payments shall be made monthly based on WGK's estimate of the percentage completion of the phase indicated herein below, which shall represent the following percentages of total lump sum compensation specified:

Planning Phase _____ 100%

TOTAL OF LUMP SUM _____ 100%

- C. If the OWNER fails to make monthly payments due to WGK, WGK may, after giving seven (7) days written notice to the OWNER, suspend services under this Agreement.
- D. No deductions shall be made from WGK's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors.
- E. If the Project is delayed or if WGK's services for the Project are delayed or suspended for more than three months for reasons beyond WGK's control, WGK may, after giving seven (7) days written notice to the OWNER, terminate this Agreement and the OWNER shall compensate WGK in accordance with the termination provision contained hereafter in this Agreement, or WGK shall be entitled to an adjustment of the amounts and rates of compensation specified herein, in addition to consideration for the expenses incurred by WGK in the suspension and/or reactivation of his services.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: October 7, 2008

AGENDA ITEM NO.

18

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Engineering Services Contract with Williford, Gearhart & Knight, Inc.,
for Facilities Plan Update-Sewer System

INTRODUCED BY: Richard L. Broome, City Engineer

TELEPHONE: 601-925-6102

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY:

Brabham

SECONDED BY:

Greer

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Bishop
Peace
Morgan
Barnett

✓
✓
✓
✓
✓
✓
✓

Mayor Aultman

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



This is an AGREEMENT, effective as of _____ (effective date) by and between City of Clinton, MS, hereafter called OWNER and Williford, Gearhart & Knight, Inc., Engineers & Surveyors (hereafter called WGK). The OWNER hereby retains WGK for certain Professional Services, hereafter called Services, for the 2008 State Revolving Fund (SRF) Facilities Plan Update-Sewer System, hereafter called the Project, and herein described more particularly as follows: Update of the current SRF Facilities Plan to include provision of removal of biosolids from the existing treatment lagoons. The OWNER and WGK also hereby acknowledge the attachment of the items listed herein below, and agree that all such documents shall be incorporated into this AGREEMENT by reference:

- ☒ The OWNER's responsibilities, incorporated herein as Exhibit A, consisting of 1 page.
- ☒ The Scope of Professional Services, incorporated herein as Exhibit B, consisting of 2 pages.
- ☒ The Compensation Schedule, incorporated herein as Exhibit C, consisting of 2 pages.

The OWNER's official designated representative for this Project shall be: Richard Broome, P.E. WGK's official designated representative for this Project shall be: Greg Gearhart, P.E. # 8730. The WGK Project Number shall be: 2008-299-00:

The OWNER hereby employs WGK to perform the Professional Services described herein; WGK agrees to provide the Services prescribed herein, and the OWNER agrees to compensate WGK for the Services rendered under this AGREEMENT. The OWNER and WGK further agree to the following general terms and conditions:

1. Basic Agreement

- A. WGK shall provide, or cause to be provided, the Services set forth in this AGREEMENT, and OWNER shall compensate WGK for such Services as set forth in this AGREEMENT.

2. Controlling Law

- A. The laws of the State of Mississippi shall govern the validity, interpretation and performance of the terms set forth in this AGREEMENT. This AGREEMENT is made between the OWNER and WGK, and it is agreed that this AGREEMENT constitutes the entire AGREEMENT, superseding any prior negotiations, correspondence or agreements, either oral or written.
- B. If any provision contained in this AGREEMENT is held illegal, invalid or unenforceable, for any reason, the remaining provisions shall remain unimpaired.
- C. Neither party to this AGREEMENT shall assign this AGREEMENT or any portion thereof, without the written consent of the other party.
- D. This AGREEMENT, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

3. Scope of Professional Services

- A. The person designated by WGK above shall be the official contact in responsible charge of the Services to be rendered under this AGREEMENT, and shall be authorized to act with authority on its behalf in respect to all aspects of the Services provided or performed pursuant to this AGREEMENT.
- B. The Scope of Professional Services, hereafter Services, set forth in this AGREEMENT is based on facts known at the time of execution of this AGREEMENT, including, if applicable, information supplied by the OWNER. In the event the Scope is well defined, such scope will be set forth in some detail on an attachment to this

AGREEMENT. For other projects involving conceptual planning, preliminary engineering, or project development Services, the Scope may not be fully definable during the initial phases of the Project. As the Project progresses, facts discovered may indicate that the Scope must be redefined. Changes in Scope may warrant additional Services which are not a part of the agreed upon compensation. Such additional Services shall be paid for by the OWNER in accordance with WGK's prevailing hourly billing rate schedule, as shown on an attachment to this AGREEMENT.

- C. The commitments set forth in this AGREEMENT are based on the expectation that all of the Services described in this AGREEMENT will be performed and provided as set forth herein. In the event OWNER reduces the Services to be performed by WGK, OWNER agrees to release, hold harmless, defend and indemnify WGK from any and all claims, damages, losses or costs associated with or arising out of any reduction in Services.
- D. It is acknowledged by both parties that the Scope of Services does not include any Services related to any lead, asbestos, or hazardous or toxic materials. In the event WGK or any other party knowingly encounters lead, asbestos, or hazardous or toxic materials at the project site, or should it become known in any way that such materials may be present at the project site or any adjacent areas that may affect the performance of the Services, WGK may, at its own option and without liability for consequential or any other damages, suspend performance of Services on the Project until the OWNER retains appropriate special consultant(s) or contractor(s) to identify, abate and/or remove the lead, asbestos, or hazardous or toxic materials, warrants that the project site is in full compliance with applicable laws and regulations, and authorizes WGK to resume work on the project site.

4. Additional Services



discover. The OWNER further agrees to require each contractor and subcontractor to likewise study the documents and report at once any deficiencies discovered.

- C. The OWNER shall resolve all reported deficiencies in the documents with WGK prior to awarding any contracts or subcontracts, or starting any work. If WGK, without additional time or additional expense, cannot resolve any deficiencies, WGK shall so inform the OWNER in writing.

11. Owner's Responsibilities

- A. The person designated by the OWNER above shall be the official contact responsible for the Services to be rendered under this AGREEMENT, and shall be authorized to act with authority on its behalf in respect to all aspects of the Services provided or performed pursuant to this AGREEMENT. The OWNER's representative shall examine and promptly respond to WGK's inquiries and submissions, and shall give prompt written notice to WGK whenever he observes or otherwise becomes aware of any defect in the Services or Project.
- B. The OWNER shall provide WGK free, safe and timely access to any premises necessary for WGK to perform the Services to be rendered under this AGREEMENT. OWNER shall also notify any and all possessors of the Project site that the OWNER has granted WGK access to the Project site.
- C. The OWNER will furnish to WGK information identifying the type and location of underground improvements. WGK (or its authorized subconsultant) will prepare a plan that shows the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. The OWNER will approve of the locations of subsurface penetrations prior to their being made. The OWNER agrees, to the fullest extent permitted by law, to waive all claims and causes of action against WGK and anyone for whom WGK may be legally liable, for damages to underground improvements that result from subsurface penetration locations incorrectly depicted, undisclosed or unknown to WGK.
- D. The OWNER shall promptly report to WGK any defects or suspected defects in WGK's Services of which the OWNER becomes aware, so that WGK may take measures to minimize the consequences of such a defect. The OWNER further agrees to impose a similar notification requirement on all contractors in its OWNER/Contractor contract and shall require all subcontracts at any level to maintain a like requirement. Failure by OWNER and OWNER'S contractors or subcontractors to notify WGK shall relieve WGK of the costs to remedy the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
- E. When the OWNER is a public body, such OWNER shall cause this AGREEMENT to be approved by the governing board, executed by the executive officers, and duly recorded in the official minutes of the body, and such OWNER shall provide WGK a certified copy of said minutes as evidence that the AGREEMENT has been properly recorded. When the OWNER is a private entity,

such entity shall cause this AGREEMENT to be approved by the governing board when appropriate, executed by the executive officers, and duly recorded in the records of the entity, and such OWNER shall provide WGK a certified copy of a corporate resolution as evidence that the AGREEMENT has been properly recorded.

12. Cost Control and Contingency

- A. Any opinion of probable cost prepared by WGK under this AGREEMENT is supplied for the general use and guidance of the OWNER only. Because WGK has no control over private contract negotiations, competitive bidding or market conditions, WGK cannot guarantee the accuracy of such opinions as compared to negotiated prices, contract bids or actual costs incurred by the OWNER.
- B. The OWNER and WGK agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by WGK and, therefore, that the final cost of the Project may exceed the estimated cost. The OWNER agrees to set aside a reserve in the amount of five percent of the Project costs as a contingency to be used as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against WGK or its sub-consultants with respect to any increased costs within the contingency because of such changes or because of any claims made relating to such changes.

13. Insurance

- A. WGK agrees to maintain statutory Workers' Compensation insurance coverage, comprehensive general liability coverage, automobile liability insurance coverage, and professional liability insurance coverage in appropriate amounts during the term of performance of this AGREEMENT.
- B. Prior to the commencement of the construction work, the OWNER shall require the Contractor and any Subcontractor to submit evidence that he (they) have obtained for the period of the construction contract and the guarantee period comprehensive general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the construction contract, and have a limit of not less than \$1,000,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$2,000,000 for damage arising out of bodily injury, sickness and death of two or more persons in any one occurrence. The Property damage portion will provide for a limit of not less than \$1,000,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of the work under the Construction Contract and in any one occurrence including explosion, collapse and underground explosions. Included in such coverage will be contractual coverage sufficiently broad to insure the provision of the indemnity clause specified herein. The comprehensive general liability insurance will include



or in any way related to, the work authorized herein, or this AGREEMENT, from any cause or causes, including, but not limited to, WGK's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the amount of the net fees earned under any AGREEMENT with a private entity, or the minimum amount that is allowed under the prevailing laws of the State of Mississippi under any AGREEMENT with a public entity.

- C. The OWNER and WGK recognize that a determination of the OWNER'S actual damages in the event of WGK's negligence, errors, omissions, breach of contract, or breach of warranty will be difficult to calculate and are not subject to being readily ascertained. In order to fairly compensate the OWNER for its actual damages in the event of WGK's negligence, errors, omissions, breach of contract, or breach of warranty, the OWNER and WGK agree that the maximum amount that may be recovered by the OWNER from WGK shall be the amount of the net fees earned by WGK under the terms of this AGREEMENT. The OWNER and WGK agree that said amount shall constitute a bona fide liquidated damage provision intended to fully and completely compensate the OWNER for actual damages that are difficult to determine and are not readily ascertainable.

17. Force Majeure

- A. If events beyond the control of OWNER or WGK including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, or any act or regulation of any government entity, result in the delay to any schedule established in this AGREEMENT, such schedule shall be amended to the extent necessary to compensate for such delay.
- B. In the event such delay exceeds 60 calendar days, OWNER also agrees that WGK shall be entitled to an equitable upward adjustment in compensation for any additional costs incident to the delay.

18. Total Agreement

- A. This AGREEMENT (consisting of pages 1 to 5 inclusive together with any expressly incorporated exhibits and attachments), constitutes the entire AGREEMENT between the OWNER and WGK and supersedes all prior written or oral understandings. This AGREEMENT may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- B. The persons executing this AGREEMENT below hereby certify and warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

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

WGK: WILLIFORD, GEARHART & KNIGHT, INC.

Name: Greg Gearhart, P.E., Principal

ATTEST:

Name: Bill Owen, P.E., Principal

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

OWNER: The City of Clinton, MS

Name: Rosemary Aultman, Mayor

ATTEST:

Name: Russell Wall, City Clerk

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





This Exhibit B, consisting of 2 pages is referred to in and is hereby considered a part of the Professional Services Agreement effective _____ between City of Clinton, MS (hereafter called OWNER) and Willford, Gearhart & Knight, Inc., (hereafter called WGK), for the provision of professional services described as 2008 State Revolving Fund (SRF) Facilities Plan Update - Sewer System, (hereafter called Project). The scope of professional services is described below:

1. **Basic Services:** WGK agrees to perform the professional services specified herein, as necessary for the successful prosecution of the Project, including normal civil engineering and land surveying services related to the planning, design and construction phases of the Project, as described in detail as follows:
2. **Planning Phase Services:** Upon receipt of the written authorization of the OWNER to proceed with the Planning Phase, if and where applicable, WGK shall:
 - A. The Scope of the work required under this phase shall include the update of the current City of Clinton SRF Sewer System Facilities Plan to include for the provision of disposal of the biosolids found in the City's treatment lagoons. It is anticipated that the City will employ WGK to perform the necessary design and construction phase services at such time as the improvements are to be implemented. A separate professional services agreement will be prepared for those services.
 - B. Consult with the OWNER to ascertain the specific requirements of the Project, to review the scope of professional services to be rendered, to discuss the scope of the intended project, and to secure available data.
 - C. Advise the OWNER as to the necessity of providing, or obtaining from others, special services or specific data that will be needed to perform the Services anticipated for this Project.
 - D. Identify, consult with, and analyze the requirements of governmental authorities having jurisdiction to approve the funding, design or construction of the Project.
 - E. Complete the preliminary planning studies related to the intended project, including preparation of base maps, schematic drawings, preliminary layouts of the intended project, preliminary opinions of probable project cost, preliminary engineering reports, and other related documents.
 - F. Assist the Owner in the assembly of grant and loan funding application packages, by the provision of technical information, maps and cost estimates, in accordance with the requirements of the various grant and loan funding programs.
 - G. Meet with the Owner and funding agencies as needed to facilitate preparation of the grant and loan application packages.
 - H. Furnish copies of the work products to the OWNER for review and comment.
 - I. Furnish copies of the work products to governmental regulatory or funding agencies for review and approval.
3. **Additional Services:** Upon receipt of the written authorization of the OWNER, WGK agrees to furnish or obtain from others, additional professional services related to the Project, as set forth herein below and contained within this Agreement:
 - A. Services due to changes in the scope of the Project or its design including, but not limited to, changes in scope, complexity, schedule or character of construction, or services required resulting from significant delays, changes in prices of materials, or equipment and energy shortages.
 - B. Revision of studies, reports, design documents, plans or specifications which have previously been approved by the OWNER, or when such revisions are due to causes beyond the control of WGK.
 - C. Preparation of design documents for alternate bids or for out-of-sequence work requested by the OWNER.
 - D. Preparation of detailed renderings, exhibits or scale models for the Project.
 - E. Provision of any type of boundary and/or topographic surveys for design purposes. Provision of property and easement plats and descriptions and field survey staking to facilitate acquisition..
 - F. Provision of copies of reports, correspondence, submittal data, contract documents and specifications, and prints of construction plans.
 - G. Provision of other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER.



4. **Reimbursable Expenses:** As defined herein below, shall be reimbursed to WGK at cost.
- A. Reimbursable expenses are in addition to compensation to WGK for Additional Services and include expenditures made by WGK, his employees or his consultants in the interest of the Project. Reimbursable Expenses include, but are not limited to, those listed herein below.
 - B. Expense of transportation, mileage, subsistence, rentals and lodging when traveling in connection with the Project.
 - C. Expense of long distance or toll telephone calls, telegrams, messenger service, field office expenses and fees paid for securing approval of authorities having jurisdiction over the Project.
 - D. Expense of all reproduction, postage and handling of Plans, Specifications, Contract Documents, reports or other Project related work product of WGK.
 - E. Expense of computer time including charges for the use or purchase of special hardware or proprietary software programs incident to the Project.
5. **Payments to the Engineer:** Shall be made by the OWNER to WGK as specified herein below.

- A. Progress payments for all parts of this Contract shall be made in proportion to services rendered as indicated within this Agreement, and shall be due and owing within thirty days of WGK's submittal of his monthly statement. Invoices for professional services rendered will be prepared in accordance with WGK's standard practices, and will be submitted to the OWNER by WGK on a monthly basis. Past due amounts owed to WGK shall include an interest charge of one percent compounded monthly from the thirtieth day. Payments received from the OWNER will be credited first to any accrued interest, and then to the principal balance. In the event of a disputed or contested invoice, the OWNER may withhold only that portion in question, and shall render payment for the agreed portion to WGK on a timely basis.
- B. For the **Planning Phase Services**, as specified in Section 2, payments shall be made monthly based on WGK's estimate of the percentage completion of the phase indicated herein below, which shall represent the following percentages of total lump sum compensation specified:

Planning Phase _____ 100%

TOTAL OF LUMP SUM 100%

- C. If the OWNER fails to make monthly payments due to WGK, WGK may, after giving seven (7) days written notice to the OWNER, suspend services under this Agreement.
- D. No deductions shall be made from WGK's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors.
- E. If the Project is delayed or if WGK's services for the Project are delayed or suspended for more than three months for reasons beyond WGK's control, WGK may, after giving seven (7) days written notice to the OWNER, terminate this Agreement and the OWNER shall compensate WGK in accordance with the termination provision contained hereafter in this Agreement, or WGK shall be entitled to an adjustment of the amounts and rates of compensation specified herein, in addition to consideration for the expenses incurred by WGK in the suspension and/or reactivation of his services.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: October 7, 2008

AGENDA ITEM NO. 19

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Supplemental Agreement #1/Intersection Improvements/Signal Project

INTRODUCED BY: Richard L. Broome, City Engineer

TELEPHONE: 601-925-6102

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: *Brabham*

SECONDED BY: *Morgan*

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Bishop
Peace
Morgan
Barnett

Mayor Aultman

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

**City of Clinton
Traffic Signal Installation Project
STP-0049-00(016) LPA**

SUPPLEMENTAL AGREEMENT NO. 1

WHEREAS, WE, Hemphill Construction Company, Inc., Contractor, and **Federal Insurance Company**, Surety, entered into a contract with the CITY OF CLINTON on the 22nd day of May, 2008 for the construction of Federal Aid Project No. **STP-0049-00(016) LPA/104915-701000 (Hinds County)** and,

WHEREAS: The original contract document requires the contractor to install an actuated traffic signal at the intersection of Clinton Boulevard and Lakeview Drive in the City of Clinton. The original contract included installation of the following items at this location:

Vehicle Loop Assemblies:	1,134 linear feet
Shielded Cable, AWG#14, 2 Conductor	1,134 linear feet

WHEREAS: The Contractor has encountered problems installing the loop assemblies at this intersection resulting from the poor condition of the existing asphalt pavement. In the opinion of all parties, repairing the pavement to an acceptable condition would required a reconstruction and repaving of the intersection, and;

WHEREAS: The anticipated expense of reconstructing and repaving the intersection as needed to install the loop assemblies is considered excessive by all parties, the Project Engineer recommends to substitute a video vehicle detection system instead of the loop assemblies.

NOW, THEREFORE, IT HAS BEEN MUTUALLY AGREED BY ALL PARTIES THAT:

Pay Item 649-A Video Vehicle Detection, New Installation (4 cameras) be added to the contract at a unit price of **\$8,905.00 per each** and,

Pay Item 635-A Vehicle Loop Assemblies at a unit price of \$12.00 per linear foot be reduced from 2,385 linear feet to 1,251 linear feet, and

Pay Item 636-A Shielded Cable, AWG#14, 2 Conductor at a unit price of \$1.00 per linear foot be reduced from 2,700 linear feet to 1,566 linear feet.

The resulting cost of the project will increase by \$20,878.00 for a new total project cost of **\$615,599.25**. All applicable specifications in the ***Mississippi Standard Specifications for Road and Bridge Construction (2004 edition)*** will apply to the added pay item. There will be no additional time added to the Contract for this supplemental agreement.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein and is full and final compensation.

NOW, THEREFORE, WE, Hemphill Construction Company, Inc., Contractor, and Federal Insurance Company, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this the _____ day of _____, 20____

FEDERAL INSURANCE COMPANY

HEMPHILL CONSTRUCTION COMPANY, INC.

By: _____
SURETY Date

By: _____
CONTRACTOR Date

RECOMMENDED FOR APPROVAL:

PROJECT ENGINEER

Date

MDOT DISTRICT ENGINEER

Date

MDOT CONSTRUCTION ENGINEER

Date

LPA OFFICIAL

APPROVED: _____, 20____

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: October 7, 2008

AGENDA ITEM NO. *20A*

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Resolution of the Mayor and Board of Aldermen of the City of Clinton Mississippi regarding the relocation of voting precinct Clinton 4.

INTRODUCED BY: Ken Dreher, City Attorney

BOARD ACTION:

MOTION MADE BY: *Peace*

SECONDED BY: *Brabham*

VOTE CAST:
TAKEN:

"AYE"

"NAY"

ACTION

Brabham

☒

☐

Hisaw

☒

☐

Greer

☒

☐

Bishop

☒

☐

Peace

☒

☐

Morgan

☒

☐

Barnett

☒

☐

Mayor Aultman

☐

☐

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

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF CLINTON MISSISSIPPI REGARDING THE RELOCATION
OF VOTING PRECINCT CLINTON 4**

WHEREAS, by Resolution dated July 21, 2008, the Board of Supervisors of Hinds County, Mississippi determined it was in the best interest of facilitating the voting and election process in Hinds County to relocate the Clinton 4 Precinct from Holy Savior Catholic Church to the Clinton YMCA at 400 Lindale Street; and,

WHEREAS, the Hinds County Board of Supervisors has asked the City of Clinton to agree to said relocation for county and related voting matters.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Board of Aldermen of the City of Clinton have no objection to the relocation of Voting Precinct Clinton 4 from Holy Savior Catholic Church to the Clinton YMCA. The Mayor and Board of Aldermen do not intend at this time to relocate the Ward 4 voting location for municipal elections from Holy Savior Catholic Church.

SO RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, this the 7th day of October 2008.

A Motion for adoption was made by Alderman ^{WOMAN}~~man~~ PEALE and seconded by Alderman BANBHAM and the foregoing Resolution having been first reduced to writing, and no request being made by the Mayor or any member of the Board of Aldermen that the Resolution be read by the City Clerk, before any 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	<u>AYE</u>
Alderman Hisaw	<u>AYE</u>
Alderman Greer	<u>AYE</u>
Alderman Bishop	<u>AYE</u>
Alderwoman Peace	<u>AYE</u>
Alderman Morgan	<u>AYE</u>
Alderman Barnett	<u>AYE</u>

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

The foregoing Resolution was approved this the 7th day of OCTOBER, 2008.

CITY OF CLINTON, MISSISSIPPI

By: Rosemary D. Aultman
ROSEMARY AULTMAN, Mayor

ATTEST:

By: Russell H. Wall
RUSSELL WALL, City Clerk



20B
mayor authority to sign all tower leases with ^{Tower} Venture

June 3, meeting
agreed to lease.

Ken Prober

Motion: Beardsley

Second: Barnett

all say