

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JUNE 2, 2009 - 7:00 P.M.
MUNICIPAL COURTROOM – 305 MONROE STREET**

WELCOME AND CALL TO ORDER Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

ROLL CALL City Clerk, Russell Wall

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

Absent: Mike Bishop – Alderman Ward 3

APPROVAL OF CONSENT AGENDA ITEMS A-U

MOTION made by Alderman Brabham and **SECONDED** by Alderman Greer to approve the Consent Agenda Items A-U. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 1009 ARLINGTON STREET

No action was taken on this item as the property had been cleaned by the owner.

UNKEMPT PROPERTY LOCATED AT 121 SUMNER HILL

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Greer the board approved a resolution determining the necessity for the cleaning of private property located at 121 Sumner Hill, 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 AN ENGINEERING ASSISTANCE PROGRAM GRANT APPLICATION FOR STREET SIGN INSTALLATION

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham the board approved an engineering assistance program grant application for street sign installation. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF AN ORDER AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FUNDING THE 2009 SRF WASTEWATER IMPROVEMENTS THROUGH THE WATER POLLUTION CONTROL REVOLVING LOAN FUND (WPCRLF) (PROJECT NO. SRF-C280-805-04)

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer the board approved an Order authorizing the submission of an application for funding the 2009 SRF Wastewater Improvements through the Water Pollution Control Revolving Loan Fund (WPCRLF) (Project No.-C280-805-04). **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF WILLIFORD, GEARHART & KNIGHT'S PROPOSED PROFESSIONAL SERVICES AGREEMENT FOR THE PLANNING, DESIGN AND CONSTRUCTION PHASES FOR THE 2009 WASTEWATER IMPROVEMENTS

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Barnett the board approved Williford, Gearhart & Knight's proposed Professional Services Agreement for the planning, design and construction phases for the 2009 Wastewater Improvements. **MOTION CARRIED UNANIMOUSLY**

ACCEPTANCE OF A DONATION FROM WINDSOR MANAGEMENT SERVICES, INC. IN THE AMOUNT OF \$700.00 FOR SENIOR APPRECIATION DAY

Upon presentation by Ray Holloway, Director of Parks and Recreation, **MOTION** made by Alderman Barnett and **SECONDED** by Alderwoman Peace the board approved the acceptance of a donation from Windsor Management Services, Inc. in the amount of \$700.00 for Senior Appreciation Day. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:28 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 June 16, 2009 at 7:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVED: Rosemary A. Aultman
Rosemary Aultman, Mayor

6-3-2009
Date

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

6-3-2009
Date



CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: June 2, 2009 AGENDA ITEM NO. 7

CONSENT AGENDA:

TO:

FOR:

ACCT. NO :

*No action taken property has
been cleaned.*

DISCUSSION/ACTION: UNKEMPT PROPERTY
1009 Arlington
Wells Fargo Bank NA

INTRODUCED BY: Tammie Roberson, Compliance Officer TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes	Invoice	Other: _____
Ordinance	Plans, Maps	
Resolution	Contract	

RECOMMENDATION:

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 WILL BE STRICTLY ENFORCED.

RESOLUTION FOR UNKEMPT PROPERTY IN THE CITY OF CLINTON, MS

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 1009 Arlington Street, Clinton, Mississippi, and after full consideration of the matter, Alderman _____ offered the following Resolution:

Resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, determining the necessity for the cleaning of private property located at 1009 Arlington Street, Clinton, Mississippi, under the Authority granted to Municipalities by Section 21-91-11, Mississippi Code of 1972 As Amended, and other applicable Statutes and Ordinances.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 1009 Arlington Street, 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., June 2, 2009, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of Community Development is directed to take such action as appropriate under Section 21-19-11 of the Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, 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 1009 Arlington Street, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to clean the property by cutting weeds, removing rubbish and securing any open windows or doors.

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

A Motion for adoption was seconded by Alderman _____ 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: _____

Alderman Hisaw voted: _____

Alderman Greer voted: _____

Alderman Bishop voted: _____

Alderwoman Peace voted: _____

Alderman Morgan voted: _____

Alderman Barnett voted: _____

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

The foregoing Resolution was approved this the _____ day of _____
2009.

CITY OF CLINTON

BY: _____
ROSEMARY AULTMAN, Mayor

ATTEST:

RUSSELL WALL, City Clerk

(SEAL)

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE:

June 2, 2009 AGENDA ITEM NO. 8

CONSENT AGENDA:

TO:

FOR:

ACCT. NO :

*held at public hearing
no one here.*

DISCUSSION/ACTION: UNKEMPT PROPERTY
121 Sumner Hill
Alfanette & Cleo Gipson

INTRODUCED BY: Tammie Roberson, Compliance Officer

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes

Invoice

Other: _____

Ordinance

Plans, Maps

Resolution

Contract

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: *Hisaw*

SECONDED BY: *Greer*

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

✓

Hisaw

✓

Greer

✓

Bishop

A

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.

RESOLUTION FOR UNKEMPT PROPERTY IN THE CITY OF CLINTON, MS

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 121 Sumner Hill, Clinton, Mississippi, and after full consideration of the matter, Alderman Hishaw offered the following Resolution:

Resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, determining the necessity for the cleaning of private property located at 121 Sumner Hill, Clinton, Mississippi, under the Authority granted to Municipalities by Section 21-91-11, Mississippi Code of 1972 As Amended, and other applicable Statutes and Ordinances.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 121 Sumner Hill, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

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

WHEREAS, a public hearing was held at 7:00 p.m., June 2, 2009, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

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

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 121 Sumner Hill, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to clean the property by cutting grass and weeds, removing trash and debris, dilapidated buildings, fences, appliances, and inoperable/abandoned vehicles.

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

A Motion for adoption was seconded by Alderman GREER 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>ABSENT</u>
Alderman 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 2nd day of JUNE 2009.

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

ATTEST:

Russell Wall
RUSSELL WALL, City Clerk



CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: June 2, 2009

AGENDA ITEM NO. 9

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Engineering Assistance Program Street Sign Installation Application.

INTRODUCED BY: Richard L. Broome, City Engineer

TELEPHONE: 601-925-6102

EXHIBITS FOR REVIEW:

Minutes

Invoice

Other:

Ordinance

Plans, Maps

Resolution

Contract

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Greer

SECONDED BY: Brabham

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

✓

Hisaw

✓

Greer

✓

Bishop

A

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.

**Division of Public Safety Planning
SUBGRANT SIGNATURE SHEET
Office of Highway Safety
3750 I-55 North
Jackson, Mississippi 39211
(601) 987-4990**

1. Subgrantee's Name, Address and Phone No. The City of Clinton P.O. Box 156 Clinton, MS 39060 Program Title: Engineering Assistant Program Street Sign Installation TEL: 601-924-5462 (Mayor's Office) FAX: 601-925-4605 Email: rbroome@clintonms.org	2. Effective Date: 3. Subgrant Number: 4. Grant Identifier (Funding Source & Year): 5. Beginning and Ending Dates: 10/1/2009 – 9/30/2010 6. Subgrant Payment Method: ☒ X Cost Reimbursement Method ☐ Current Needs
7. Page 1 of 26	

8. The following funds are obligated:

A. COST CATEGORY		B. SOURCE OF FUNDS		C. RATIO %
1. Personal Services		1. Federal	\$161,100	75%
2. Contractual Services	\$10,850	2. State		
3. Commodities	\$203,950	3. Local	\$53,700	25%
4. Equipment		4. Other		
5. Other (Materials)		5.		
TOTAL	\$214,800	TOTAL	\$214,800	100%

9. The Subgrantee agrees to operate the program outlined in this subcontract in accordance with all provisions of this subcontract as included herein. The following sections are attached and incorporated into this agreement.

SCHEDULE A - Project Description
SCHEDULE B - Budget Summary
SCHEDULE C - Cost Summary Support Sheet

SCHEDULE D - Agreement of Understanding & Compliance
SCHEDULE E - Schedule of Task by Quarters
AGREEMENT AND AUTHORIZATION TO PROCEED

All policies, terms, conditions, and provisions of the Subgrantee Manual, which has been provided to Subgrantee, are also incorporated into this agreement, and Subgrantee agrees to fully comply therewith.

11. Approved for Grantee:	12. Approved for Subgrantee
Signature _____ Date _____ Name: Kim Proctor -- Director. Title: Governor's Office of Highway Safety	Signature  Date 6.3.2009 Name: Rosemary Aultman Title: Mayor

Schedule A
Project Description

PROBLEM STATEMENT

The City of Clinton has experienced continued traffic growth as population and vehicles miles traveled have also increased in this area of the state. As traffic flow increased, so have accidents. The following is a summary of three year accident data for the city.

Type of Crash	2006	2007	2008	Total	Average per Year
Fatalities	4	--	--	4	103
Injuries	105	97	121	323	108
Crashes	803	1,118	1,109	3,030	1,010

One of the ways that the city can help control and reduce accidents is to provide proper traffic control information and warnings. Regulatory, warning and informational messages are conveyed to motorists by traffic signs. Signage needs to be consistent, located properly, be reflective for better nighttime visibility, convey a message the driver recognizes and understands and meet driver expectations. Therefore, signing installed by the city needs to be inventoried for continued proper maintenance and reviewed for proper type and placement.

The city inventoried and replaced signs about 12-15 years ago and is completing the sign inventory update phase for FY 2009.

Minimum sign retroreflectivity (measure of vehicle headlights reflected from a traffic sign back to the driveway) values as stipulated by the Federal Highway Administration via the *Manual on Uniform Traffic Control Devices, Revision 2 of the 2003 Edition*, are effective January 22, 2008.

Target compliance dates are January 22, 2012 for an assessment or management method (i.e. sign inventory) must be in place and by January 22, 2015 all regulatory warning and ground mantel guide signs failing to meet minimum reflectivity levels must be replaced.

Cities typically have used what is termed "engineer grade reflective sheeting" (lower cost sheeting) for regulatory and warning signs, but this type sheeting does not meet minimum retroreflectivity requirements. Therefore, most regulatory and warning signs should be replaced in the City of Clinton.

Schedule A Project Description

PROPOSED COUNTER MEASURES

The plan is to replace or install new signs and posts. Recommendations for installing, removing or replacing regulatory and warning signs will be formalized within the report based on the previous completed inventory. The city will then supply an in kind match of manpower to supplement purchase and installation of the recommended signing plan as part of this follow on Office of Highway Safety Grant Application.

GOALS, OBJECTIVES AND TASKS

To insure that traffic control devices comply with the Manual on Uniform Traffic Control Devices, 2003 Edition:

Task A: Produces a database linked to a map of the city and county that includes an inventory of all regulatory and warning signs. (Completed)

Task B: Make recommendations to ensure that the signs comply with the Manual on Uniform Traffic Control Devices, 2003 Edition. (Completed)

Task C: Implement the recommendations by installing/replacing signs and posts.

EVALUATION

Quarterly progress reports will be submitted to the Office of Highway Safety within 15 days after the end of each quarter (typically 1/15, 5/15, 7/15, 10/15). The City of Clinton will evaluate the success of the sign installation and replacements based on the final report.

TRAINING

As part of the installation process, city staff will be advised and trained in the proper methods of installing signs and posts. Periodic inspections and a final inspection will provide the Office of Highway Safety general compliance with the recommendations from the sign installation final plans and report.

**PUBLIC SAFETY PLANNING
BUDGET SUMMARY
Schedule B**

1. Applicant Agency: City of Clinton

2. Subgrant Number:

3. Grant ID:

4. Beginning:

October 1, 2009

5. Ending:

September 30, 2010

6. Submitted as part of
(Check One):

A. Funding Request:

☐ B. Modification
Number:

☐ C. Modification Effective Date:

Funding Sources

8. For PSP Use Only	9. Activity	Federal	State	Program Income	Other (Local-Private)	Total
	Signal Materials	\$150,250			\$53,700	\$203,950
	Engineering Assistance Support	\$10,850				\$10,850
TOTAL		\$161,100			\$53,700	\$214,800

**PUBLIC SAFETY PLANNING
COST SUMMARY SUPPORT SHEET
Schedule C**

1. Applicant Agency: City of Clinton					
2. Subgrant Number:	3. Grant ID:	4. Beginning: October 1, 2009	5. Ending: September 30, 2010		
6. Activity:					
7. For PSP Use Only	8. Category 9. Line Item	10. Description of item and/or Basis for Valuation	11. Federal	Budget All Other	Total
	Personal Services Salaries and Wages				
	Overtime				
	Fringe Benefits (based on salaries and overtime)				
	Contractual Services: Fee, Professional & others	Technical assistance by traffic engineering firm	\$10,850		\$10,850
	Commodities	Signs/Posts – City Labor to Install	\$150,250	\$53,700	\$203,950
	Other supplies, materials				
	Equipment				
	Other				
		TOTAL	\$161,100	\$53,700	\$214,800

**Schedule C
(Attachment)**

Cost estimate for bidding, verifying signs shipped, professional services (engineering)
Engineering Assistance for the City of Clinton

	Senior Manager	Project Engineer	Clerical
Bidding	5	16	4
Verifying materials	2	8	2
Field Inspections	8	32	2
Documentation	2	20	4
Total	17	76	12
Hourly Rate	\$56	\$34	\$21
Labor	\$ 952	\$ 2,584	\$ 252

Estimated Total Labor	\$ 3,788
Overhead and Profit	\$ 6,818
Expenses	\$ 244
Estimated Total Fee	\$ 10,850

Clinton City Forces
Install Signs/Post
2 - 2 Man Crews
12 Week Time Period

Labor Type	Hourly Rate	Benefit 23.09%	Insurance	Total
Supervisor	\$16.62	\$3.83	\$2.98	\$23.04
Foreman	\$12.82	\$2.96	\$2.98	\$18.36
Laborer	\$11.76	\$2.76	\$2.98	\$17.10
Laborer	\$11.74	\$2.71	\$2.98	\$17.03

2 Pickups @ \$16.50/Hour **\$33.00**

\$108.53

2 man crews installing signs and post for 12 weeks (480 hours)

Total Labor/Equipment Cost Summary \$52,094.40

Plus: Project Management/Administrative (50 hours @ \$32.00/hour) \$1,600.00

Total	\$53,694.40
Say	\$53,700.00

Office of Highway Safety

SCHEDULE D

Agreement of Understanding and Compliance

THIS AGREEMENT made and entered into by and between the STATE OF MISSISSIPPI by and through the OFFICE OF HIGHWAY SAFETY, hereinafter referred to as "STATE", and the Governmental Unit or agency in this application, hereinafter referred to as "APPLICANT".

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the STATE for approved highway safety projects, and

WHEREAS, STATE may make said funds available to various state, county, or municipal agencies or government or political subdivisions or non-profit entities upon application and approval by STATE and the UNITED STATES DEPARTMENT OF TRANSPORTATION, and

WHEREAS, STATE is obligated to reimburse the UNITED STATES DEPARTMENT OF TRANSPORTATION out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the above named APPLICANT must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the above named APPLICANT has submitted an application for Federal funds for highway safety project,

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed and promised that upon written application by APPLICANT and approval by STATE and the UNITED STATES DEPARTMENT OF TRANSPORTATION, STATE will obligate said Federal funds to APPLICANT'S account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the Office of Highway Safety has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by OMB Circular A-133, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that APPLICANT shall reimburse STATE for any ineligible or

unauthorized expenditures for which Federal funds have been claimed and payment received as determined by a State or Federal audit.

- C. It is further agreed and promised that where reimbursement is made to APPLICANT in installations, STATE shall have the right to withhold any installments to make up reimbursement received for any ineligible or unauthorized expenditures until such time as the ineligible claim is made up or corrected by APPLICANT.
- D. Unless otherwise directed, APPLICANTS must submit Quarterly Progress Reports to the Office of Highway Safety (OHS) which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status quarterly and shall be submitted to OHS no later than fifteen (15) days subsequent to the termination of each quarter. A Final Accomplishment Report must be submitted to OHS within thirty (30) days of completion of the project unless otherwise directed. Appropriate forms will be provided to the Project Director along with a reminder notice advising date that each is due.

All APPLICANTS that are delinquent in submitting quarterly and/or final accomplishment reports, or reports that lack sufficient detail of progress during the period in question, will be subject to having reimbursement requests withheld. Once sufficient reports to substantiate adequate progress have been submitted, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

The Office of Highway Safety has developed a plan for evaluating all State and local projects. The evaluation will include on-site monitoring both during and at the end of each grant period. All written documents will be reviewed to determine progress, problems, and payoffs of the project.

III. PROPERTY AGREEMENT

- A. Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entity shall cause such facilities and equipment to be used and kept in operation for highway safety purposes.
- B. It is mutually agreed and promised that the APPLICANT shall immediately notify the STATE if any equipment purchased under this project ceases to be used in the manner as set forth by the project agreement. In such event, APPLICANT further agrees either to give credit to the project cost or to another active Highway Safety project for the residential value of such equipment in an amount to be determined

by the STATE, or to transfer or otherwise dispose of such equipment as directed by the STATE.

- C. It is mutually agreed and promised by the APPLICANT that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the STATE.
- D. It is mutually agreed and promised that the APPLICANT shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- E. Each recipient of Section 402 funds has a financial management system that complies with the minimum requirements of 49 CFR Part 18.
- F. Each recipient of Section 402 funds has a procurement system that complies with the minimum requirements of 49 CFR Part 18.
- G. In order to facilitate the implementation of this program, the Office of Highway Safety feels that it is necessary that all equipment in connection with this project be ordered within ninety (90) days. If unforeseen circumstances arise which prohibit this being accomplished, please notify the Office of Highway Safety of the anticipated delay.

IV. STAFFING

Positions covered by this project are new positions. If staff of the applicant agency is transferred to work on this project, they will be replaces. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency.

V. GENERAL PROJECT REQUIREMENTS

- A. All out-of-state travel must have prior written approval of the Office of Highway Safety. Requests for approval should be submitted to OHS at least two (2) weeks before the intended date of travel.
- B. No budget modification requests will be accepted by the OHS after July 31.
- C. APPLICANTS must submit any proposed agreements for contractual services to the Office of Highway Safety for final approval prior to acceptance.
- D. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the APPLICANT and added to the funds committed to the project by the OHS and be used to further eligible program objectives.

E. Local government APPLICANTS must complete Attachment 1 entitled "Local Governmental Resolution" or a similar, equally binding resolution.

F. Termination of Agreement:

(a) The STATE. In the event of APPLICANT noncompliance with any of the provisions of this agreement, the STATE may terminate this agreement by giving the APPLICANT thirty (30) days advance notice. The STATE, before issuing notice of termination of this agreement, shall allow the applicant a reasonable opportunity to correct for noncompliance. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.

(b) The APPLICANT. The APPLICANT may terminate its participation in this agreement by notifying and receiving the concurrence of the STATE thirty (30) days in advance of the termination.

G. Contract Changes: Any proposed major changes in this agreement that would result in changes in the scope, character, or complexity of the agreement, as determined by the STATE, shall require supplemental agreement. Any proposed minor changes in the agreement may be authorized by the Governor's Highway Safety Representative, or his delegate, by notifying the APPLICANT in writing of the approved changes.

H. Contracts Under This Agreement: Unless otherwise authorized in writing by the STATE, the APPLICANT shall not assign any portion of the work to be performed under this agreement, or execute any agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this agreement without the prior written concurrence of the STATE. Any subcontract under this agreement must include all required and/or applicable clauses and provisions of this agreement.

VI. MINORITY BUSINESS ENTERPRISE PROGRAM
(Federal Register 49 CFR Part 23)

23.43 General Requirements for Recipients

In accordance with the provision of 49 CFR Part 23, the STATE agrees to abide by the following statements, and shall ensure that these statements are included in all subsequent agreements and/or contracts assisted by Section 402 funds:

It is the policy of the Department of Transportation that minority business enterprises, as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in

the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 29 CFR Part 23 apply to this agreement.

The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT – assisted contracts.

VII. BUY AMERICA ACT (23 U.S.C. 101 NOTE)

The STATE will comply with the provisions of the Buy America Act. The Department of Transportation (DOT) reference to the Buy America Act is 23 U.S.C. 101 Note.

Only steel, iron and manufactured items produced in the United States may be purchased with Federal funds unless the STATE can show that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and are of an unsatisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

VIII. CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the awards documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Date

Signature of Project Director

IX. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

In accordance with the provision of 49 CFR Part 29, the STATE agrees that it shall not knowingly enter into any agreement under its Highway Safety Plan with a person or entity that is barred, suspended, declared ineligible, or voluntarily excluded from participation in the Section 402 program, unless otherwise authorized by NHTSA.

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction.

The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not

proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly entered into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause of default.
- (2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

The STATE further agrees that it will include the following clause and accompanying instruction, without modification, in all lower tier covered transactions, as provided by 49 CFR Part 29, and in all solicitations for lower tier covered transactions.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. It is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason or changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this cored transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction" without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions. (See below).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statement in this certification, such prospective participants shall attach an explanation to this proposal.

X. EQUAL OPPORTUNITY ASSURANCE

The City of Clinton will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 49 CFR Parts 21 and 27, to ensure that no person in the United States shall, on the

grounds of race, color, sex, national origin, age or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program.

XI. POLITICAL ACTIVITY (HATCH ACT)

The City of Clinton will comply with the provisions of 5 U.S.C. §§ 1501-1508 and implementing regulations of 5 CFR Part 151, concerning "Political Activity of State or Local Offices or Employees".

XII. The Drug-free Workplace Act of 1988 (49 CFR Part 29 Sub-part F):

The state will provide a drug-free workplace by:

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

Establishing a drug-free awareness program to inform employees about:

- a. The dangers of drug abuse in the workplace.
- b. The grantee's policy of maintaining a drug-free workplace.
- c. Any available drug counseling, rehabilitation, and employee assistance programs.
- d. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
- e. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- f. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - 1) Abide by the terms of the statement.
 - 2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
 - 3) Notify the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
 - 4) Take one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted.
 - 5) Take appropriate personnel action against such an employee, up to and including termination.
 - 6) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

- 7) Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (s), (b), (c), (d), (e), and (f) above.

XIII. It is mutually agreed between the STATE and the APPLICANT that this AGREEMENT OF UNDERSTANDING AND COMPLIANCE shall become effective upon the STATE agreement and authorization to proceed as set forth in PART II of this application.

**MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
OFFICE OF HIGHWAY SAFETY**

STATE CERTIFICATION AND ASSURANCE

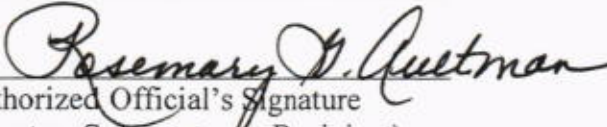
Assurance Requirement of Subgrant Recipients:

In cooperation with the Office of Highway Safety, all grant and/or subgrant recipients (regardless of the type of entity or the amount awarded) must comply with the following notice requirement:

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, subgrantee, or recipient plans, organizes, sponsors or holds any seminar, conference, convention, symposium, training, event or any other meeting which encumbers, utilizes, expends or will encumber, utilize or expend grant funds, including all reimbursements derived from, generated in whole or in part, or determined to be proceeds of the grant or award; then, the absolute result requirement is that the grantee, subgrantee or recipient must appropriately notify in writing, delivered to the DPSP-OHS grant manager, the OHS director and the DPSP executive director, as will thereby communicate sufficient advance notice of the planning stages for such an occurrence and which will further afford genuine opportunity for DPSP-OHS personnel to attend and to participate, if they so desire.

Failure of grantee, subgrantee or recipient to communicate relevant advance notice may lead to cost adjustment, disallowance of costs and/or recovery of pertinent project funds on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for the City of Clinton, which is the grantee, subgrantee, or recipient, I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. Therefore, I promise and will comply with this State Certification and Assurance condition.


Authorized Official's Signature
(Grantee, Subgrantee or Recipient)

6-3-2009
Date

ROSEMARY G. AULTMAN
[Typed or printed name]

MAYOR
[Person's organizational title]

This original signed form must be returned to the Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, within 10 days of the grant award beginning date.

**MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
OFFICE OF HIGHWAY SAFETY**

**CERTIFICATION AND STANDARD ASSURANCE
REQUIREMENT FOR:
APPLICANT GRANTEES AND SUBGRANTEES**

**CONCERNING: STATE, COUNTY, AND LOCAL EMERGENCY RESPONSE
AND VEHICULAR PURSUIT POLICIES**

When truly applicable and in full cooperation with the Office of Highway Safety, all grant and/or subgrant recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement:

On or after January 1, 2005, each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create their own such policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

Miss Code Ann. § 45-1-43, effective from and after July 1, 2004.

The obligation of a recipient is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county, or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

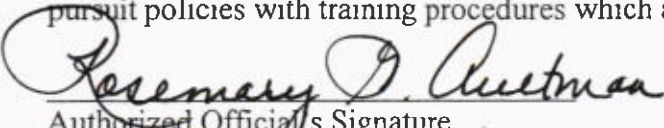
A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be included as an attachment to this Certification and Standard Assurance document. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum or understanding. All relevant information submitted or received shall become an actual documented part of the grant application and this will be placed within the OHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, subgrantee, or recipient does not show compliance with the statute emphasized above, then the absolute result is that the grantee, subgrantee or recipient is subject to the withholding of any state funding or state administered federal funding.

Failure of grantee, subgrantee or recipient to communicate the relevant policy that is required by statute will lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

CERTIFICATION AND STANDARD ASSURANCE

As the Authorized Official for the City of Clinton, which is the grantee, subgrantee, or recipient, I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by submitting a true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization.


Authorized Official's Signature
(Grantee, Subgrantee or Recipient)

6.3.09
Date

ROSEMARY G AVITMAN
Name

Mayor
Title

[ATTACH TO THIS DOCUMENT: ALL APPLICABLE STATE, COUNTY OR LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES WITH TRAINING PROCEDURES]

This original signed form, together with the pertinent state, county or local emergency response and vehicular pursuit policies with training procedures must be returned to the Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, within 10 days of the grant award beginning date.

ATTACHMENT 1

LOCAL GOVERNMENTAL RESOLUTION

(To be completed and attached
to SCHEDULE D, "Agreement of
Understanding and Compliance.")

WHEREAS, the City of Clinton, herein called the "Applicant" has thoroughly considered the problem addressed in the application entitled Engineering Assistance Program Street Sign installation and has reviewed the project described in the application; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE Board of Alderman IN OPEN MEETING ASSEMBLED IN THE City of Clinton, MISSISSIPPI, THIS 2nd DAY OF JUNE, 2009, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Applicant and the general public.
2. That Richard Broome, City Engineer, be authorized to file, in behalf of the Applicant an application in the form prescribed by the Office of Highway Safety for federal funding in the amount of \$161,100 to be made to the Applicant to assist in defraying the cost of the project described in the application.
3. That the Applicant has formally agreed to provide a cash and/or in-kind contribution of \$53,700 as required by the project.
4. That the Project Director designated in the application form shall furnish or make arrangements for other appropriate persons to furnish such information data, documents and reports pertaining to the project, if approved, as may be required by the Office of Highway Safety.
5. That certified copies of this resolution be included as part of the application referenced above.
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting.

By: Rosemary G. Quetman
(Chairman/Mayor)

Alderman GREER

offered the foregoing resolution and moved its adoption, which was seconded by Alderman BRANHAM and was duly adopted.

Date: 6-3-09

ATTEST: Russell L Wall

BY: RUSSELL L WALL, City Clerk



SCHEDULE E**SCHEDULE OF TASKS BY QUARTERS**

List performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

REPORTING PERIOD (OCT., NOV., DEC.)

Tasks: Approval of Grant and Notice to Proceed from the Office of Highway Safety. The city will advertise for and awards installation over site engineering agreement.

Projected Expenditures for Quarter: \$0.00

REPORTING PERIOD (JAN., FEB., MAR.)

Tasks: City and engineering firm prepare bid package for sign materials, advertise and award the contract.

Projected Expenditures for Quarter: \$3,500

SCHEDULE E (Continued)**SCHEDULE OF TASKS BY QUARTERS****REPORTING PERIOD (APR., MAY., JUN.)**

Tasks: City and engineer order sign materials, materials **delivered** and inventory checked. The city begins sign and post installations. Engineer conducts pre-installation meeting and performs periodic inspections.

Projected Expenditures for Quarter: \$25,000

REPORTING PERIOD (JUL., AUG., SEP.)

Tasks: City completes sign and post installations. City and engineer conduct final inspection. City and engineer prepare close out documents.

Projected Expenditures for Quarter: \$3,500

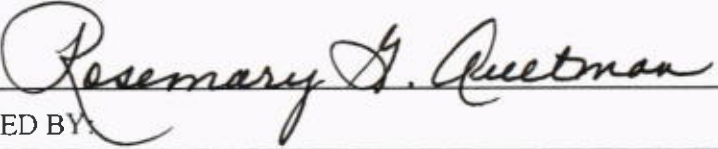
Pa AGREEMENT AND AUTHORIZATION TO PROCEED

ACCEPTANCE OF CONDITIONS: It is understood and agreed by the undersigned that a grant received as a result of this application is subject to Public Law 89-564 (Highway Safety Act of 1966) and the Mississippi Code 1972 Annotated and all administrative regulations governing grants established by the U.S. Department of Transportation and the State of Mississippi. It is expressly agreed that this project constitutes an official part of the State's Highway Safety Program and that said applicant agency will meet the requirements as set forth herein, including accompanying schedules A, B, C, D, and E, which are incorporated herein and made a part of this application. Authorization to proceed with this Highway Safety Project is requested.

A. PROJECT DIRECTOR

1. NAME (First-Middle-Last) Richard Broome	2. TITLE City Engineer	3. ADDRESS P.O. Box 156 Clinton, MS 39060
4. SIGNATURE		5. TELEPHONE NUMBER 601-925-6102

B. AUTHORIZING OFFICIAL OF GOVERNMENT UNIT

1. NAME (First-Middle-Last) Rosemary Aultman	2. TITLE Mayor	3. ADDRESS P.O. Box 156 Clinton, MS 39060
4. SIGNATURE 		5. TELEPHONE NUMBER 601-924-5462 925-6103

C. SUBMITTED BY:

1. NAME Richard Broome	
2. TITLE City Engineer	
3. SIGNATURE	4. DATE

PART III (For OHS Use Only)

1. APPROVAL DATE	2. EFFECTIVE DATE	3. SIGNATURE Kim Proctor Governor's Office of Highway Safety
4. FEDERAL FUNDS OBLIGATED BY AGREEMENT	5. PROJECT NUMBER	

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: June 2, 2009

AGENDA ITEM NO. 10

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: An Order authorizing the submission of an application for funding the 2009 SRF Wastewater Improvements through the WPCRLF (Project No. SRF-C280-805-04)

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

✓
✓
✓
A
✓
✓
✓

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.

ORDER OF THE CITY OF CLINTON, BOARD OF ALDERMEN

JUNE 2, 2009

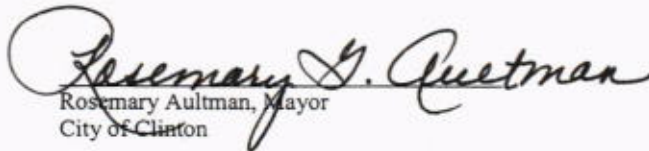
This date that came before the "City of Clinton Board of Aldermen" the matter of funding for improvements to the city's existing wastewater treatment facilities through the Water Pollution Control Revolving Loan Fund (WPCRLF).

The Board of Aldermen recognizes that improvements are needed at the city's existing wastewater facility for the removal of bio-solids from the site within the next two years. It is the desire of the Board to be proactive to resolve this matter before it becomes a crisis. The Board further recognizes the unique opportunity for possible funds through the WPCRLF under the American Recovery and Reinvestment Act of 2009 (ARRA) which could provide up to 50 percent debt forgiveness for the proposed project.

It is the desire of the board to continue to provide the residents and businesses located in the City of Clinton with a reliable sewage treatment system by the most cost effective means. Therefore, a motion by Alderman Brabham and seconded by Alderman Greer, the board voted as follows:

1. Authorize the submission of an application for funding through the WPCRLF (Project No. SRF-C280-805-04).
2. Authorize and designate the Mayor of the City of Clinton to make application for assistance, to execute the loan agreement & any amendments and to sign documents, on behalf of the City of Clinton, required to undertake and complete the project.
3. Authorizes the Mayor to sign the Professional Services Agreement with Williford, Gearhart & Knight, Inc. to provide engineering services for the proposed project.

So ordered this the 2nd day of June 2009 by City of Clinton Board of Aldermen.


Rosemary Aultman, Mayor
City of Clinton

Attest:


City Clerk



CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: June 2, 2009

AGENDA ITEM NO. 11

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Williford, Gearhart & Knight's proposed Professional Services Agreement for the Planning, Design and Construction Phases for 2009 SRF Wastewater Improvements.

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: Barnett

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Bishop
Peace
Morgan
Barnett

✓
✓
✓
A
✓
✓
✓

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 **The 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 **2009 SRF Wastewater Improvements – SRF-C280805-0**, hereafter called the **Project**, and herein described more particularly as follows: **Improvements to wastewater treatment facilities and sludge systems**. 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 5 pages.
- ☒ The Compensation Schedule, incorporated herein as Exhibit C, consisting of 3 pages.
- ☒ MDEQ Special Provisions, incorporated herein as Exhibit D, consisting of 1 page.
- ☒ ARRA Special Provisions, incorporated herein as Exhibit E, consisting of 1 page.

The **OWNER's** official designated representative for this Project shall be: Mayor Rosemary Aultman. **WGK's** official designated representatives 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

- 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 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.

OWNER: City of Clinton, MS

Name: Greg Gearhart, P.E., Principal

Name: Rosemary Aultman, Mayor

ATTEST:

ATTEST:

Name:

Name:

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

OWNER's address for giving formal notice is:
P. O. Box 156
Clinton, Mississippi 39060





This Exhibit A, consisting of 1 page is referred to in and is hereby considered a part of the Professional Services Agreement effective _____, between The City of Clinton (hereafter called OWNER) and Williford, Gearhart & Knight, Inc., (hereafter called WGK), for the provision of professional services described as 2009 SRF Wastewater 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 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.
6. 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.
7. 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.
8. 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.
9. Guarantee full and free access for WGK to enter upon all property required for the performance of WGK's services under this Agreement.
10. 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.
11. Compensate WGK for the services rendered under this Agreement in a timely manner.
12. Bear the costs of permits, legal advertisements, notices, approvals, and other direct expenses incident to completion of the Project.
13. Bear all costs incident to compliance with or performance of the requirements of this provision.



This Exhibit B, consisting of 5 pages is referred to in and is hereby considered a part of the Professional Services Agreement effective _____, between The City of Clinton, MS (hereafter called OWNER) and Williford, Gearhart & Knight, Inc., (hereafter called WGK), for the provision of professional services described as 2009 SRF Wastewater 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. **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. 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.
 - B. 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.
 - C. Identify, consult with, and analyze the requirements of governmental authorities having jurisdiction to approve the funding, design or construction of the Project.
 - D. 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.
 - E. 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.
 - F. Meet with the Owner and funding agencies as needed to facilitate preparation of the grant and loan application packages.
 - G. Furnish copies of the work products to the OWNER for review and comment.
 - H. Furnish copies of the work products to governmental regulatory or funding agencies for review and approval.
3. **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. Contract with a qualified geotechnical sub consultant to complete the subsurface explorations and prepare a geotechnical report for the project, if necessary.



- I. 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.
 - J. 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.
 - K. 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.
 - L. 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.
4. **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. Prepare and furnish Advertisement for Bids to newspapers, trade journals, contractors, minority groups, subcontractors and suppliers, as appropriate and if directed by OWNER.
 - B. Investigate reported omissions and discrepancies in the plans, specifications and contract documents, and formulate and mail addenda as needed.
 - C. Attend and assist in conducting the bid opening with OWNER and Contractors.
 - D. Analyze bids received for irregularities, errors or omissions.
 - E. Review submittal of substitute materials and equipment, and recommend acceptance/rejection to the OWNER.
 - F. Review proof of bidder's qualifications and recommend contract award or rejection to the OWNER.
 - G. Prepare and distribute certified tabulation of bids for project to OWNER, Contractors and other parties as appropriate.
 - H. Prepare a bid package in accordance with the regulatory/funding program requirements, and submit same to the appropriate agencies for review and approval.
 - I. Prepare a Notice-of-Award and assist in securing its execution by successful Contractor.
 - J. Collect proofs of publication, and assist in securing approval of award and procurement procedures, where applicable and if directed by OWNER.
 - K. Prepare contract documents for signature by Contractor and assist the OWNER in securing their execution, and prepare Notice-to-Proceed to Contractor for PROJECT.
 - L. Prepare and distribute contract price estimate breakdown to OWNER and Contractor, as appropriate.
 - M. Assist in scheduling and conducting a pre-construction conference with OWNER, Contractor, utility companies, regulatory agencies, and other parties as appropriate.
 - N. Provide the OWNER copies of the plans, specifications, and contract documents as requested.
5. **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.
6. **Construction Review Phase Services:** Upon initiation of the construction activities, if and where applicable, WGK shall:
- A. Provide one or more "full time" 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 daily 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.
7. **Record Documents Phase Services:** Upon completion of the construction activities, WGK shall prepare "record" drawings of the finished work, utilizing Contractor's "marked-up" plans and "as-built" surveys, as appropriate. Such drawings shall be prepared by WGK upon completion of the project and acceptance by the OWNER, and one set of reproducible "record" drawings shall be provided to the OWNER within thirty (30) days after the final construction review.
8. **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. Providing a one year performance certificate and letter certifying the completion of one year of successful operation.
- B. Preparation of applications, engineering reports, technical investigations, maps and exhibits, and other supporting documents for additional government grants, loans or advances.
- C. Preparation of drawings from field measurements of existing construction when required for planning additions or alterations thereto.
- D. 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.
- E. 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.
- F. Preparation of design documents for alternate bids or for out-of-sequence work requested by the OWNER.
- G. Preparation of detailed renderings, exhibits or scale models for the Project.
- H. Provision of special drawings or charts, and other similar materials for use by the OWNER in the operation, maintenance, repair or modification of the completed Project.
- I. Provision of any type of field surveys for construction purposes, detailed "stake out" of the location of the work, property or easement acquisition surveys, and any other special field surveys related to the work, which are not incident to the design of the original scope of work.
- J. Provision of copies of reports, correspondence, submittal data, contract documents and specifications, and prints of construction plans.
- K. Investigations involving detailed considerations of operations, maintenance and overhead expenses; the performance value engineering analyses; the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, and valuations; detailed quantity of surveys of material and labor; and material audits or inventories required by the OWNER.
- L. Additional services when the Project involves more than one Construction Contract, or separate equipment contracts, where only one contract was envisioned originally.
- M. Preparation of special Change Orders when requested by the OWNER, and/or where not within the original project scope of work.
- N. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) defective or incomplete work of the contractor, (3) prolongation of the initial Construction Contract time beyond the contract time, (4) acceleration of the work schedule involving services beyond established office working hours, and (5) the Contractor's default under Construction Contract due to delinquency or insolvency.
- O. Provision of additional assistance in the start-up, testing, adjusting or balancing, or operation of equipment or systems, or arranging for training personnel for operation or maintenance of equipment or systems, following the initial sixty (60) day start-up period.
- P. Provision of design services relating to future facilities, systems and equipment which are intended to be constructed or operated as a part of the Project.
- Q. Provision of services as an expert witness for the OWNER in connection with litigation or other proceedings involving or relating to the Project.
- R. Provision of property and easement plats and descriptions, and field survey staking to facilitate acquisition.
- S. Provision of additional services required by the acceptance of substitute materials or equipment other than "or equal" items.
- T. Provision of other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER.



This Exhibit C, consisting of 3 pages is referred to in and is hereby considered a part of the Professional Services Agreement effective _____, between The City of Clinton, MS (hereafter called **OWNER**) and Williford, Gearhart & Knight, Inc., (hereafter called **WGK**), for the provision of professional services described as **2009 SRF Wastewater 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.
2. **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.
3. **Planning Phase Services:** As defined in Section 2 on the basis of a lump sum of **forty thousand (\$40,000)**
4. **Design Phase Services:** As defined in Section 3 and 4 on the basis of a lump sum of **one hundred eighty-eight thousand (\$188,000)**
5. **Construction Phase Services:** As defined in Section 5, 6, and 7 on the basis of a lump sum of **one hundred sixty three thousand, three hundred eight dollars (\$163,308)**.
6. **Additional Services:** As defined in Section 8 of the Scope of Professional Services, with compensation on an hourly reimbursable basis plus direct reimbursable expenses as set forth herein below. In order to be loan eligible, a budget of **ten thousand dollars (\$10,000)** is to be used. All Additional Services shall be approved by the OWNER prior to any billings for same.
 - 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.

Job Classification	\$ Per Hour
Principal	170
Senior Project Engineer	155
Senior Design Engineer	155
Project Engineer II	125
Design Engineer II	125
Project Engineer I	105
Senior Engineering Assistant	100
Engineer Intern II	95
Engineer Intern I	85
Project Coordinator	85
Designer	80
Graduate Engineer	75
Engineering Assistant	70
Construction Review	70
Project Surveyor	100
Surveyor	80
Surveying Coordinator	70
Survey Crew Chief	80
Survey Crewman II	35
Survey Crewman I	30
Technician	65
Technician Assistant	40
Administrative Assistant	50
Accounting Manager	75
Accounting Assistant	55
Robotic Surveying Equipment	25
GPS/RTK Surveying Equipment	50



4 Wheeler (per day)

40

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.

7. **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.

8. **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:

Planning Phase _____ 100%

TOTAL OF LUMP SUM 100%

- C. For the **Design Phase Services**, as specified in Section 3 and 4, payments shall be made monthly based on WGK's estimate of the percentage completion which shall represent the following percentages of total lump sum compensation specified:

Design Phase _____ 100%

TOTAL OF LUMP SUM 100%

- D. For the **Construction Phase Services**, as specified in Sections 5, 6, and 7, 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:

Contract Administration Phase 35%

Construction Review Phase 65%

TOTAL OF LUMP SUM 100%



- E. 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.
- F. No deductions shall be made from WGK's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors.
- G. 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 D consisting of 1 page is referred to in and is hereby considered a part of the Professional Services Agreement effective _____, between **The City of Clinton** (hereafter called **OWNER**) and **Williford, Gearhart & Knight, Inc.**, (hereafter called **WGK**), for the provision of professional services described as **2009 SRF Wastewater Improvements**, (hereafter called Project). Special Provisions of the Mississippi Department of Environmental Quality (MDEQ) are included below:

Employees of the Mississippi Department of Environmental Quality and/or their representatives shall have access to and the right to audit, inspect, copy, and examine books, financial records, and other documents of the Engineer relating directly to the receipt and disbursement of WPCRLF funds.

The Loan Recipient agrees and warrants that it shall include language, approved by the Department, in its contracts with its vendors requiring the Loan Recipient and its vendors to acknowledge and agree that the Department is not a party, in anyway whatsoever, to the contract between the Loan Recipient and its vendors. Such language shall require the Loan Recipient and vendors to acknowledge and agree that the role of the Department is strictly that of a lender, that the vendors are not and are not intended to be considered a third party beneficiary under any agreement between the Department and the Loan Recipient. Additionally, such language shall also require the Loan Recipient and its vendors to acknowledge and agree that any action taken by the Department in its role of administrator for the revolving loan programs, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of lender.

DEQ is not a party to the construction contract or any other contracts, and will not review, comment, approve, or discuss the merits of any construction contract claims presented by or to any party. Any DEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the Loan Recipient and the contractor or any other parties.



This Exhibit E consisting of 1 page is referred to in and is hereby considered a part of the Professional Services Agreement effective _____, between **The City of Clinton** (hereafter called **OWNER**) and **Williford, Gearhart & Knight, Inc.**, (hereafter called **WGK**), for the provision of professional services described as **2009 SRF Wastewater Improvements**, (hereafter called Project). Special Provisions of the Mississippi Recovery and Reinvestment Act (ARRA) are included below:

The ENGINEER agrees not to enter into any subcontract with subconsultants and/or other parties who are excluded or disqualified from participating in federal assistance Programs.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: 06/01/09 AGENDA ITEM NO. 12

CONSENT AGENDA: _____ TO: _____

FOR: _____

ACCT. NO. _____

DISCUSSION/ACTION: Acceptance of Donation from Windsor Mgmt. Services., Inc. in the amount of \$700.00 for Senior Appreciation Day.

INTRODUCED BY: _____ TELEPHONE: _____

EXHIBITS FOR REVIEW:

Minutes _____	Invoice _____	Other _____
Ordinance _____	Plans, Maps _____	_____
Resolution _____	Contract _____	_____

RECOMMENDATION: _____

BOARD ACTION: _____ MOTION MADE BY: Barnett

SECONDED BY: Peace

VOTE CAST: "AYE" "NAY" ACTION TAKEN: _____

Brabham	<u>✓</u>	_____	_____
Hisaw	<u>✓</u>	_____	_____
Greer	<u>✓</u>	_____	_____
Bishop	<u>A</u>	_____	_____
Peace	<u>✓</u>	_____	_____
Morgan	<u>✓</u>	_____	_____
Barnett	<u>✓</u>	_____	_____

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.