

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, MARCH 21, 2006 – 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 Hisaw followed by the Pledge of Allegiance to the Flag led by Alderman Greer.

ROLL CALL – City Clerk, Russell Wall

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

Absent: Phil Fisher – Alderman Ward 4

APPROVAL OF AGENDA ITEMS A-CC

MOTION made by Alderman Hisaw and **SECONDED** by Alderman Greer to approve Consent Agenda Items A-CC. Item T will serve to advertise favorably the opportunities, possibilities and resources of the City of Clinton. **MOTION CARRIED UNANIMOUSLY**

AWARDING OF PLAYGROUND BIDS FOR BRIGHTON AND TRACEWAY PARKS

Upon presentation by Ray Holloway, Parks/Recreation Director, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Hisaw to award Midsouth Recreation as having the lowest and best bid for playground equipment for Brighton Park at a cost of \$49,990.00

MOTION CARRIED UNANIMOUSLY

Upon presentation by Ray Holloway, Parks/Recreation Director, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Hisaw to award Midsouth Recreation as having the lowest and best bid for playground equipment for Traceway Park at a cost of \$49,977.00. **MOTION CARRIED UNANIMOUSLY**

ACCEPTANCE OF A 100% GRANT AWARD IN THE AMOUNT OF \$108,879.00 FROM THE STATE DEPARTMENT OF HOMELAND SECURITY

Upon presentation by Don Byington, Police Chief, **MOTION** made by Alderman Bishop and **SECONDED** by Alderman Barnett to accept a 100% grant award in the amount of \$108,879.00 from the State Department of Homeland Security. A listing of equipment to be purchased is attached.

MOTION CARRIED UNANIMOUSLY

CONTRACT AMENDMENT FOR ENGINEERING SERVICES WITH NEEL-SCHAFFER, INC. FOR IMPROVEMENTS FOR PINEHAVEN DRIVE

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Greer to approve a contract amendment for engineering services with Neel-Schaffer, Inc. for improvements for Pinehaven Drive in the amount of \$471,107.96 **MOTION**

CARRIED UNANIMOUSLY

ADJOURN 7:25 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Bishop to adjourn.
MOTION CARRIED UNANIMOUSLY

APPROVED: Rosemary G. Aultman
Rosemary Aultman, Mayor

March 27, 2006
Date

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

March 27, 2006
Date



BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET MAR 21 2006

BOARD MEETING DATE: 03/21/06

AGENDA ITEM NO. 7.

CITY OF CLINTON

CONSENT AGENDA:

DISCUSSION/ACTION:

Awarding of Playground Bid

INTRODUCED BY: Ray Holloway, Director of Parks and Recreation

TELEPHONE:

601-924-6082

EXHIBITS FOR REVIEW:

Minutes _____
Ordinance _____
Resolution _____

Invoice _____
Plans, Maps _____
Contract _____

Other _____

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham _____
Hisaw _____
Greer _____
Bishop _____
Fisher _____
Morgan _____
Barnett _____

Mayor Aultman _____

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

Carol,
They did two motions
one for Brighton and
one for TraceWay.

TraceWay - mid death
Brabham
Hisaw
all aye.

CITY OF CLINTON

1050

[illegible]

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: March 21, 2006

AGENDA ITEM NO. 8.

CONSENT AGENDA:

TO:

BOARD APPROVED

FOR:

MAR 21 2006

ACCOUNT NO.:

CITY OF CLINTON

INTRODUCED BY:

DISCUSSION/ACTION: Approval of a 100% Grant Award in the amount of \$108,879.00 from the State Department of Homeland Security. The list of equipment to be purchased is attached.

INTRODUCED BY: DB

BOARD ACTION:

MOTION MADE BY: Bishop

SECONDED BY: Burnett

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham

✓

Hisaw

✓

Greer

✓

Bishop

✓

Fisher

A

Morgan

✓

Barnett

✓

Mayor Aultman

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

OFFICE OF HOMELAND SECURITY
1900 E. WOODROW WILSON
JACKSON, MS 39216

STATE LAW ENFORCEMENT TERRORISM PREVENTION GRANT AWARD

DATE OF AWARD: July 5, 2005

GRANT NO: 05LE147

SUB-GRANTEE: CITY OF CLINTON

BOARD APPROVED

PROGRAM NAME: Fiscal Year 05 ODP Homeland Security Grant Program

GRANT PERIOD: 10/01/2004 to 03/31/2007

MAR 21 2006

AWARD AMOUNT: \$108,879.00

CITY OF CLINTON

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

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

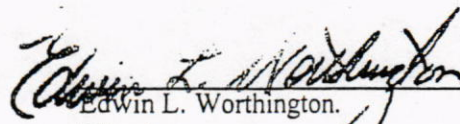
The sub-grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in the DOJ Financial Guide and the Standard Assurances as they relate to the application, acceptance, and use of federal funds. The grantee hereby assures and certifies that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

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

Acceptance for the Sub-Grantee:

Sub-Grantee

Date


Edwin L. Worthington.
Director

Date

CITY OF CLINTON

LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM

Homeland Security Grant Program, Grant NO: 05LE147

BOARD APPROVED

MAR 21 2006

CITY OF CLINTON

Project

The City of Clinton intends to utilize the Law Enforcement Terrorism Prevention Program Grant for Fiscal Year 2005 to enhance our terrorism response capabilities. We intend to do this by purchasing new equipment to augment equipment and training which we have already purchased and equipment and training we intend to purchase with future funds.

Goal

Reduce the City of Clinton's vulnerability to terrorism through preparedness and protective efforts.

Prepare and train the City of Clinton's Bomb Squad for Statewide response to incidents related to terrorism and questionable devices.

Objectives

Improve the City of Clinton's response capabilities by purchasing needed equipment to effectively respond to and mitigate a terrorist event.

Special Note

The City of Clinton as of September 2004 has a Certified EOD Team in place for statewide response as needed.

BOARD APPROVED

MAR 21 2006

CITY OF CLINTON

Equipment Category	Item	Qty	Total Cost	Items to each Discipline	Allocation to each Discipline
Explosive Device Mitigation and Remediation Equipment	Epics real-time X-Ray System	1	\$26000.00	1LE	26000.00 LE
	Ice Freezer w/Storage Bin	1	\$3000.00	1LE	3000.00 LE
	Hand Entry Tools Assorted EOD Gov. contract	1	\$5000.00	1LE	5000.00 LE
	Safari land Kevlar Vests	7	\$8400.00	7LE	8400.00 LE
	Call-out Apparel Level C	1	\$1200.00	1LE	1200.00 LE
Explosive Device Mitigation and Remediation Equipment	Equipment Storage & Lock Boxes	5	\$2500.00	5LE	2500.00 LE
	Digital Camera/ Video & Audio equipment (monitors, recorders, GPS & projectors)	1	\$6000.00	1LE	6000.00 LE
Explosive Device Mitigation and Remediation Equipment	Emergency Lights for existing trailer units, EOD specific	1	\$800.00	1LE	800.00 LE
	TST Cooling Vests	2	\$500.00	2LE	500.00 LE
	Transport Unit weather upgrades	1	\$1300.00	1LE	1300.00 LE

Personal Protective Equipment	Self-Contained Breathing Apparatus	2	\$3000.00	2LE	3000.00 LE
Physical Security Enhancement Equipment	Security measures for Explosives Storage magazine ie. Cameras/ monitoring	1	\$5000.00	2LE	5000.00 LE
	Search Scopes and Mirrors	6	\$6000.00	6LE	6000.00 LE
Interoperable Communication Equipment	Continued Mobile Communications Services for EOD Technicians	2	\$5200.00	2LE	5200.00 LE
	Standby Generator System 130kW natural gas driven, set-up and transfer switch (back up power for communications equipment)	1	\$29879.00	1LE	29879.00 LE
Total Cost-----	-----	----	\$104179.00	-----	104179.00 LE

BOARD APPROVED

3000.00 LE

MAR 21 2006

CITY OF CLINTON

BOARD APPROVED

MAR 21 2006

CITY OF CLINTON

Equipment Category	Item	Qty	Total Cost	Items to each Discipline	Allocation to each Discipline
CBRNE Logistical Support Equipment	Barricades and traffic cones	60	\$2500.00	60LE	2500.00 LE
	Digital Cameras	8	\$2200.00	8LE	2200.00 LE
Total Cost-----	-----	-----	-----	-----	4700.00 LE

Total Cost FY05 ----- \$108879.00

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: March 21, 2006

AGENDA ITEM NO. 9.

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

BOARD APPROVED

MAR 21 2006

CITY OF CLINTON

DISCUSSION/ACTION: Contract amendment for engineering services with Neel-Schaffer, Inc., for improvements for Pinehaven Drive.

INTRODUCED BY: City Engineer Richard Broome

TELEPHONE: 601-924-5462

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Hisaw

SECONDED BY: Greer

VOTE CAST:

"AYE"

"NAY"

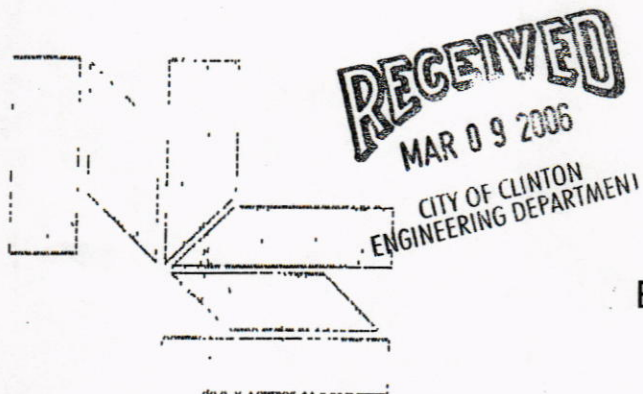
ACTION TAKEN:

Brabham
Hisaw
Greer
Bishop
Fisher
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.



NEEL-SCHAFFER
Post Office Box 22625
Jackson, MS 39225-2625
Ph. (601) 948-3071
Fax No. (601) 948-3178
Email: jackson@neel-schaffer.com
www.neel-schaffer.com

FAX Transmission Sheet

To: Richard Broome FAX Phone No.: 925-4605

BOARD APPROVED

From: Mark G. Bailey

MAR 21 2006

Date: March 8, 2006

Time: 2:48:52 PM

CITY OF CLINTON

Total Number of Pages in this Transaction (Including Cover Sheet): 15

Comments:

This is our estimate for fees to provide professional services for design and right of way acquisition services for the >\$4,000,000 estimated project. We have estimated affecting 44 properties For ROW and/or easements and the estimate reflects this number. If the numbers of properties are higher, then the Plats and ROW services will go up accordingly. We won't know the Actual properties affected until we get further along with the design plans. If this looks okay, I'll package up in a letter agreement format.

Please check the appropriate box below:

☐ 1 - Jackson/Madison

☐ 2 - South Mississippi

☐ 4 - Baton Rouge

☐ 5 - Nashville

☐ 6 - North Mississippi

☐ 7 - Birmingham

☐ 8 - Atlanta

☐ 9 - Corporate

☐ 11 - Clinton, LA

☐ Overhead

☒ Project No. 5177.021

☐ Personal

FAX Operator for Neel-Schaffer: _____

PLEASE NOTIFY US IF THE MESSAGE IS INCOMPLETE OR UNCLEAR.
THANK YOU.

EXHIBIT E-2

Northside Drive Corridor Pinehaven Dr from Northside Dr to Berry Rd. Clinton, Mississippi

ENGINEERING AND RIGHT OF WAY SERVICES COST ESTIMATE BASIC SERVICES, Preliminary Engineering and Final Contract Plans, Advertising and Bidding Plus Subconsultants Work beyond Basic Services

CLASSIFICATION	ESTIMATED LABOR (HR)	ESTIMATED LABOR RATE	COSTS
Officer	236	\$ 49.50	\$ 11,682.00
Engineer	244	\$ 29.20	\$ 7,124.80
Assistant Engineer	1154	\$ 28.50	\$ 32,889.00
Designer	166	\$ 28.86	\$ 4,790.76
Technician	902	\$ 23.88	\$ 21,539.76
Administrative Assistant	90	\$ 18.00	\$ 1,620.00

Total Direct Labor Cost \$ 79,646.32

Labor Mark Up (Overhead and Profit) \$ 159,292.64

Direct Expenses

Reproductions 800 Sheets x \$1.00/Sheet	\$ 800.00
Copies, Exhibits, Supplies	\$ 500.00
Telephone	\$ 50.00
Mileage 400 x \$0.325/ mile	\$ 144.00
TOTAL DIRECT EXPENSES	\$ 1,494.00

Subtotal - Roadway Plans \$ 240,432.96

Geotechnical Services (SoilTech) \$ 5,600.00

Right of Way Procurement/Relocation
Services (Right of Way Technologies Inc.) \$ 136,875.00

Survey (Maptech, Inc)-Additional Design
Survey \$ 10,000.00

Survey (Maptech, Inc)- Property Plat and
Descriptions \$ 55,200.00

Survey (Maptech, Inc)- Right of Way and
easement staking \$ 23,000.00

Subtotal - Other services \$ 230,675.00

TOTAL ENGINEERING AND RIGHT OF WAY FEE \$ 471,107.96

Note: Right of Way and Survey Property Plat and Description Services estimates are based on 44 parcels.
The costs are based on an amount per parcel and these fees may vary if more or less parcels are needed.
The total number of parcels needed will not be determined until preliminary plans and title searches are completed.

EXHIBIT E-2

Northside Drive Corridor
Pinehaven Dr from Northside Dr to Berry Rd.
Clinton, Mississippi

BOARD APPROVED

MAR 21 2006

CITY OF CLINTON

ENGINEERING AND RIGHT OF WAY SERVICES COST ESTIMATE
BASIC SERVICES, Preliminary Engineering and Final Contract Plans, Advertising and Bidding
Plus Subconsultants Work beyond Basic Services

CLASSIFICATION	ESTIMATED LABOR (HR)	ESTIMATED LABOR RATE	COSTS
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Copies, Exhibits, Supplies	\$	500.00
Telephone	\$	50.00
Mileage 400 x \$0.325/ mile	\$	144.00
TOTAL DIRECT EXPENSES	\$	1,494.00

Subtotal - Roadway Plans \$ 240,432.96

Geotechnical Services (SoilTech) \$ 5,600.00

Right of Way Procurement/Relocation
Services (Right of Way Technologies Inc.) \$ 136,875.00

Survey (Maptech, Inc)-Additional Design
Survey \$ 10,000.00

Survey (Maptech, Inc)- Property Plat and
Descriptions \$ 55,200.00

Survey (Maptech, Inc)- Right of Way and
easement staking \$ 23,000.00

Subtotal - Other services \$ 230,675.00

TOTAL ENGINEERING AND RIGHT OF WAY FEE \$ 471,107.96

Note: Right of Way and Survey Property Plat and Description Services estimates are based on 44 parcels.
The costs are based on an amount per parcel and these fees may vary if more or less parcels are needed.
The total number of parcels needed will not be determined until preliminary plans and title searches are completed.

EXHIBIT E-1

**Northside Drive Corridor
Pinehaven Dr from Northside Dr to Berry Rd.
Clinton, Mississippi**

BOARD APPROVED**MAR 21 2006****LABOR ESTIMATE - ROADWAY****CITY OF CLINTON****BASIC SERVICES, Preliminary Engineering and Final Contract Plans, Advertising and Bidding**

Task No.	Task	Officer	Engineer	Asst. Engineer	Designer	Technician	Clerical	Total
2.1	Preliminary Engineering							
2.1.1	Kickoff meeting	4	4	12	0	8	2	30
2.1.2	Assemble and review pertinent data	0	4	4	0	0	0	8
2.1.3	Design survey, including utilities	0	2	4	0	0	1	7
2.1.4	Geotechnical analysis	2	0	8	0	0	0	10
2.1.5	Prepare preliminary plans	40	80	300	50	300	2	772
2.1.6	Prepare MDOT forms, PAR and RWD-700, and supporting documentation	16	8	48	0	24	8	104
2.1.7	Develop criteria for rights-of-away, and easements	4	4	16	4	0	0	28
2.1.8	Exception to Design Standards if necessary	2	2	2	0	0	2	8
2.1.9	Utility adjustments	2	0	80	0	80	0	162
2.1.10	Detailed design and construction drawings, pavement design and earthwork estimates	0	12	12	12	24	0	60
2.1.11	Preliminary quantities and opinion of construction costs	0	2	16	8	8	2	36
2.1.13	Submit plans to OWNER for review	0	2	2	0	4	1	9
2.1.14	Modify to reflect OWNER comments	2	0	24	12	24	0	62
2.1.15	Conduct title searches and prepare property plats and descriptions	24	0	40	0	0	6	70
2.1.16	Plan-in-hand inspection with OWNER	8	8	12	0	12	2	42
	SUBTOTAL -PRELIMINARY ENGINEERING	104	128	580	86	484	26	1408
2.2	Final Contract Plans							
2.2.1	Prepare Office Review Plans and Contract Documents	40	40	240	60	240	20	640
2.2.1.1	Prepare utility plans	0	40	40	0	40	0	120
2.2.2	Participate in an office review with OWNER	8	2	12	0	12	2	36
2.2.3	Coordination with utilities on relocations	8	0	20	0	0	0	28
2.2.3.1	SWPPP and 404 permits	4	6	40	0	40	4	94
2.2.4	Project notebook with design calculations etc.	0	8	16	0	0	2	26
2.2.6	Prepare appraisals, legal instruments, property negotiations	24	0	24	0	0	4	52
2.2.7	Revise opinion of construction costs	0	2	8	4	4	2	20
2.2.8	Submit PS&E package to OWNER for review	8	6	24	0	20	2	60
2.2.11	Prepare the final changes to the PS&E package	8	8	40	16	24	2	98
2.2.12	Submit the final PS&E package to MDOT for project authorization	0	0	16	0	16	4	36

NEEL-SCHAFER, INC

3/8/2006

PinehavenNorthsidetoBerryDesignManhourCostEstimate1.xls

**Northside Drive Corridor
Pinehaven Dr from Northside Dr to Berry Rd.
Clinton, Mississippi**

BOARD APPROVED**LABOR ESTIMATE - ROADWAY****BASIC SERVICES, Preliminary Engineering and Final Contract Plans, Advertising and Bidding****MAR 21 2006****CITY OF CLINTON**

Task No.	Task	Officer	Engineer	Asst. Engineer	Designer	Technician	Clerical	Total
	SUBTOTAL - FINAL CONTRACT PLANS	100	112	480	80	396	42	1210
	Advertising and Bidding							
3.1	Issue contract documents to prospective bidders	0	0	6	0	2	4	12
3.2	Prepare and issue addenda as needed	2	0	8	0	0	2	12
3.3	Provide information to potential bidders	2	2	24	0	0	2	30
3.4	Conduct a prebid conference if requested by OWNER	6	2	12	0	8	2	30
3.5	Attend bid opening, prepare bid tabulation, review bids and make a recommendation to the OWNER to award contract	2	0	16	0	0	2	20
3.6	Assist the OWNER in documents necessary to award the bid and gain approval by MDOT	4	0	12	0	12	2	30
	SUBTOTAL - ADVERTISING/BIDDING	16	4	78	0	22	14	134
	Reporting							
4.1	Preparing monthly engineering estimates and progress reports	8	0	8	0	0	4	20
4.2	Progress meetings and minutes	8	0	8	0	0	4	20
	TOTAL HOURS	236	244	1154	166	902	98	2792

**SOILTECH CONSULTANTS, INC.**
Geotechnical and Environmental Engineering

230 Highpoint Drive
Ridgeland, Mississippi 39157
Post Office Box 12466
Jackson, Mississippi 39236
(601) 952-2995 / (601) 952-2944 fax

BOARD APPROVED**MAR 21 2006****CITY OF CLINTON**

February 28, 2006

Neel-Schaffer, Inc.
Post Office Box 22625
Jackson, Mississippi 39225-2625
Attention: Mrs. Stephanie Vivians

Re: Geotechnical Investigation
Pinehaven Road Widening
Clinton, Mississippi

Gentlemen:

We are pleased to submit this proposal to perform a geotechnical investigation for the proposed widening and improvements to Pinehaven Road in Clinton, Mississippi. Pinehaven Road will be widened and repaved from the Northside Drive on the south end to Berry Drive on the north end. This project will include widening the existing 2-lane roadway to 5 lanes. In addition, an 8-ft wide multi-purpose trail and a 5-ft wide sidewalk will be constructed on the east and west sides, respectively, of the road. The multi-purpose trail will extend from Northside Drive on to approximately 400 ft past Gore Drive, a total length of approximately 3,060 ft. The sidewalk will extend the full length of the roadway construction.

The geotechnical investigation proposed herein will consist of a field investigation, laboratory testing and an engineering report that will present soil conditions and asphalt thicknesses at the project site along with pavement recommendations. For this investigation, we propose to complete 14 soil borings spaced approximately 400-ft apart along the proposed new lanes. These borings will be staggered between each side of the roadway and will be advanced to a terminal depth of 6 ft each. In addition, 7 asphalt cores will also be taken at approximately 800-ft centers along the existing paved roadways. Soil borings will be advanced to a depth of 3 ft each at each core location to classify the subbase and subgrade materials. All asphalt core locations will be patched upon completion. The borings will be advanced by a tractor-mounted drill rig utilizing machine auger drilling techniques.

Representative disturbed samples will be obtained directly from the cuttings of the short-flight earth auger used to complete the borings. The samples will be placed and sealed in plastic jars to prevent loss of moisture. All jars will be placed in protective boxes for transportation to the laboratory for possible testing.

The field investigation will be expanded by means of data developed from laboratory tests. Laboratory tests will be conducted to determine the classification and shrink-swell potential of the soils encountered. The laboratory tests will include moisture content and liquid and plastic limits. All soil tests will be performed in accordance with recognized ASTM standards and procedures in our laboratory facility.

After the field and laboratory data have been collected and analyzed, an engineering report will be prepared to present the soil conditions and asphalt thicknesses along the roadway. The engineering report will include a description of the work performed together with graphical logs of the borings, results of all field and laboratory soil tests and appropriate illustrations. The engineering report will also provide pavement design recommendations for the roadway.

Charges for the geotechnical investigation and report outlined above will be based on our standard fee schedules. Based on the estimated scope of work as outlined generally above, the cost of this investigation will be \$5,600.

Unanticipated soil conditions are commonly encountered during construction projects and cannot be fully predicted by mere soil samples or test borings. Such unexpected conditions frequently require that additional expenditures be made to attain a properly designed and constructed project. Therefore, provision for some construction contingency fund is recommended to accommodate such potential extra costs. The analyses, conclusions and recommendations contained in our report will be based on the assumption that the exploration borings are representative of subsurface conditions throughout the specified locations, that is, that the subsurface conditions within the areas covered by this investigation are not significantly different from those disclosed by the borings at the time they were completed. With regard to groundwater conditions, our report will present data on groundwater levels as might be observed during the field work.

We appreciate the opportunity to submit this proposal. If you would like for us to perform the geotechnical investigation, your written notification to proceed will indicate your acceptance of the proposed scope of work, fees and attached General Conditions under which the work would be performed. If we can answer any questions or provide additional information, please call.

Very truly yours,
SoilTech Consultants, Inc.


Gregory L. Gillen, P. E.

Approved by: _____

Date: _____

CONSULTANT AGREEMENT FOR RIGHT OF WAY SERVICES

THIS AGREEMENT entered into this _____ Day of _____, 2006, by and between Neel-Schaffer, Inc., a Mississippi Corporation, located at 666 North Street, Jackson, Mississippi 39202, hereinafter referred to as "OWNER" and Right of Way Technology, Inc., a Mississippi Corporation, located at 313 Concord Drive, Clinton, Mississippi 39056, hereinafter referred to as "CONSULTANT".

WHEREAS, OWNER desires CONSULTANT to perform certain acquisition services in connection with the City of Clinton Project know as the Pinchaven Road-Northside Drive-Berry Drive Project, Hinds County, Mississippi, and CONSULTANT desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

I. SCOPE OF WORK

CONSULTANT shall perform in a proper and professional manner, satisfactory to the OWNER, the technical services as more fully described in Exhibit "A" Scope of Work which is attached to and incorporated herein by reference.

II. TIME OF PERFORMANCE

The services to be performed hereunder shall commence by CONSULTANT upon "Notice to Proceed" from OWNER and shall be completed in accordance with the Project Schedule.

III. COMPENSATION

For satisfactory performance of the services, OWNER, shall pay to CONSULTANT the compensation provided for in Exhibit "B" which is attached hereto and incorporated herein by reference. The compensation shall be paid within 30 days after receipt and approval by OWNER of CONSULTANT'S invoice prepared in such form and supported by such documents as OWNER shall reasonably require.

IV. COMPLIANCE WITH LAWS AND REGULATIONS

CONSULTANT shall observe and abide by all applicable laws, ordinances and regulations of federal, state and local governments in connection with the work performed hereunder.

V. SUBCONTRACTORS AND ASSIGNMENTS

CONSULTANT may contract with Subcontractors to perform Title Investigations, Appraisals, and Review Appraisals who are qualified and experienced to do such work and subcontract shall not relieve CONSULTANT of any liability or responsibility for the proper performance of work under this Agreement.

VI. INSPECTIONS

All work performed by CONSULTANT under this Agreement shall be subject by a quality inspection and approval by the OWNER but such approval shall not relieve the CONSULTANT of the proper performance of the work. CONSULTANT shall furnish upon the request of the OWNER or its duly authorized representatives, any information concerning the work performed under this Agreement for inspection and approval.

Page 2, Agreement for Right of Way Acquisition Services

VII. CHANGES TO AGREEMENT

OWNER shall have the right, at any time prior to the completion of the work to direct changes in the Agreement, including but not limited to Scope of Work. If the changes cause an increase or decrease in the cost of, or the time required for the performance for the work under this Agreement, the **CONSULTANT** must submit to the **OWNER** within ten (10) days after receipt of the change notice any request for adjustment. **OWNER** shall issue an addendum to this Agreement for equitable adjustments.

VIII. TERMINATION OF AGREEMENT

- A. **OWNER** shall have the right, at any time to terminate this Agreement in whole or in part, by written notice to **CONSULTANT**. Upon receipt of such notice the **CONSULTANT** shall immediately discontinue performance.
- B. In the event of termination **OWNER** shall pay **CONSULTANT** for all work performed and accepted by **OWNER** prior to termination. However, in no event, shall **OWNER** be obligated to pay more than the Agreement amount.

IX. INDEMNIFICATION AND INSURANCE

CONSULTANT shall indemnify, defend and hold harmless **OWNER** and its officers, agents, servants, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from **CONSULTANT**'S negligent acts, errors or omissions in the performance of the services under this Agreement.

CONSULTANT shall, during the performance of the work under this Agreement, maintain the following:

- 1. Workmen's Compensation, if applicable
- 2. Automobile Liability Insurance: \$100,000 Combined Single Limit per Accident.

X. INDEPENDENT CONSULTANT AND SUBCONTRACTORS

CONSULTANT and Subcontractors are independent contractors and shall not be regarded as employees or agents of the **OWNER**.

XI. CONFIDENTIALITY

No public releases (including news releases and advertising) relating to this Agreement or the work hereunder shall be issued by the **CONSULTANT** without the prior written approval of the **OWNER**.

XII. OWNERSHIP OF DOCUMENTS

Upon completion of work on any parcel of property the **CONSULTANT** shall submit to **OWNER** all documents and information pertaining to the technical work on such parcel for its permanent records.

XIII. GOVERNING LAWS

The validity of performance of the Agreement, as well as the rights and duties of the parties herein, shall be governed by the laws of the State of Mississippi.

Page 3, Agreement for Right of Way Acquisition Services

XIV. SUPPLEMENT TO AGREEMENT

The following exhibits form an integral part of the Agreement:

Exhibit "A" Scope of Work

Exhibit "B" Fee Proposal

XV. ENTIRE AGREEMENT

This Agreement constitutes the whole Agreement between the parties with respect to the subject matter contained herein and there are no other terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.

ATTEST:

NEEL-SCHAFER, INC.

RIGHT OF WAY TECHNOLOGY, INC.

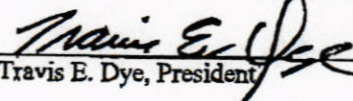

Travis E. Dye, President

EXHIBIT "A" SCOPE OF WORK

PROJECT: CITY OF CLINTON-PINEHAVEN ROAD- NORTHSIDE DRIVE-BERRY DRIVE

This Agreement is for Right of Way Services including, Title Investigation Services, Right of Way Acquisition Services, Project Management Services, Appraisal Services and Appraisal Review Services for approximately 44 parcels of right of way.

TITLE INVESTIGATION SERVICES

A completed Title Investigation shall be performed by Mississippi Valley Title Company and a Title Report for each parcel ownership shall be prepared in compliance with applicable State and Federal Laws and Regulations. The title report shall include all pertinent information normally included in a title report and shall include all liens and encumbrances against the property and any title defect.

APPRAISAL SERVICES

An appraisal report for each parcel of property to be acquired for the project shall be done by Jim Terry, an independent appraiser, who is both qualified and experienced. Mississippi Department of Transportation appraisal procedures shall be followed and the appraisal report shall conform with all applicable federal and state laws and regulations. The Title Reports shall contain a "before and after" appraisal where applicable and state the highest and best use of the property. The appraisal value of the property to be acquired will separately state the value allocated to the land, improvements and damages to the remainder, if any. Uneconomic remainders, if any, shall be identified and the value separately stated.

The appraiser shall contact each property owner or his authorized representative and invite same to accompany him as he inspects the property and given a MDOT Acquisition Guide which explains the Appraisal Process and document the appraisal report accordingly.

APPRAISAL REVIEW SERVICES

Each appraisal is to be reviewed by Independent Appraiser John B. "Jeb" Stewart, who is both qualified and experienced as a Review Appraiser. A narrative appraisal review report shall be prepared for each parcel which exceeds \$2,500 in market value to assure it contain applicable appraisal standards and MDOT requirements for appraisal reviews. The review appraiser will make a physical review of each parcel to be acquired and of each comparable sale prior to completing the review.

The Review Appraiser as a minimum shall examine each appraisal report for the following:

1. Calculations are mathematically correct
2. Reasoning is clear and documentation is complete
3. Logical consistency in evaluation is maintained throughout the project
4. Value conclusion are fully supported and based on accepted appraisal procedures
5. The proper owner contact has been made
6. Uneconomic remainders are properly identified, if any.

The Review Appraiser may approve the value estimated by the appraiser or make an independent estimate of value which will be the basis of the Fair Market Value Offer.

Page 2, Exhibit "A" Scope of Work

ACQUISITION SERVICES

Right of Way Acquisition Services will be provided by Travis E. Dye and Mark Dye who are both qualified and experienced and will perform these services in accordance with MDOT Acquisition Regulations and Title 49 Code of "Uniform Act" Federal Regulations, Part 24 and any revisions thereto in effect at the time acquisition services are performed under this Agreement.

After this Agreement has been accepted and executed, a Notice to Proceed is received and the approved right of plans and property plats with legal descriptions have been received, right of way services will commence. Upon receipt of an appraisal and review appraisal for a parcel, a Fair Market Value Offer will be made promptly to the property owner/s. Acquisition services will include but are not limited to the following:

1. Preparation of acquisition instruments
2. Fair Market Value Offers prepared
3. Fair Market value Offers made expeditiously in person to local property owners and for owners more than 50 miles from Clinton, Fair Market Value Offers shall be made by Certified Mail.
4. Each property owner will be provide a MDOT Acquisition Guide and the Fair Market Value Offer will be explained in detail as to how the FMVO was determined.
5. Every reasonable effort will be made to acquire the parcel amicably and at the Fair Market Value Offer amount.
6. If the property owner rejects the Fair market Value Offer and the property cannot be acquired amicably and an administrative settlement is justifiable to prevent an eminent domain case, such will be recommended. If the administrative settlement is approved a revised Fair Market Value Offer will be prepared and made to the property owner.
7. For amicably acquired parcels, a request for payment with the necessary documentation will be submitted.
8. Closing procedures will commence for parcels acquired amicably as follows:
 - a. If there is a mortgage or lien of any kind against the property, a Payoff Statement for each will be obtained and Release of Mortgages or Partial Release of Mortgages will be obtained.
 - b. When all liens and encumbrances such as title defects have been cleared, the property owner may receive the balance of the Fair Market Value Offer.
9. After final payment has been made for a parcel, the executed Acquisition Instrument along with all Releases of Mortgages and Partial Releases of Mortgages will be recorded in the Hinds County Chancery Clerk's Office.
10. When all acquisition services have been completed for a parcel, the original file including all required and necessary documentation will be submitted to Neel-Schaffer, Inc. for the permanent records of the City of Clinton.
11. In the case where a parcel cannot be acquired amicably and it is recommended that the parcel be acquired through eminent domain procedures, the original file along with pertinent and required documentation will be submitted for use in the eminent domain case and for the permanent records of the City of Clinton .

PROJECT MANAGEMENT SERVICES

Project Management Services will include but not limited to the following:

Contracting with subcontractors for title, appraisal and review appraisal services.

1. Supervision and coordination of appraisal and review appraisal services will include but not be limited to the following:
 - a. Providing appraiser with right of way plans, property plats, legal descriptions and MDOT Acquisition Guides

Page 3, Exhibit "A: Scope of Work

- b. Make individual parcel appraisal assignments when the necessary information is available
- c. Receive completed appraisals from appraiser
- d. Deliver completed appraisals to review appraiser for review and also a set of right of way plans
- e. Receive completed reviews from review appraiser
- f. Remind appraiser and review appraiser when necessary that appraisals and review appraisals must be received on a timely bases and in accordance with the project schedule.
- i. Make prompt payment for title, appraisal and appraisal review services when properly invoiced
- j. Provide monthly Project Progress Reports
- k. Attend meetings with Neel-Schaffer, Inc. officials and City of Clinton Officials when requested.

EXHIBIT "B" FEE PROPOSAL

PROJECT: CITY OF CLINTON-PINEHAVEN ROAD- NORTHSIDE DRIVE-BERRY DRIVE

FEE PER PARCEL

TITLE INVESTIGATIONS:			\$11,475
1.	15 Residential Improved Parcels	X \$135 = \$2,025	
2.	7 lots without improvements Parcels	X \$235 = \$1,645	
3.	22 commercial parcels	X \$350 = \$7,700	
APPRAISAL SERVICES:			\$39,600
1.	22 Residential	X \$ 300 = \$ 6,600	
2.	22 Commercial	X \$1,500 = \$33,000	
APPRAISAL REVIEW SERVICES:			\$11,000
1.	44 parcels	X \$250 = \$11,000	
ACQUISITION SERVICES:			\$52,800
1.	44 Parcels	X \$1,400 = \$52,800	
PROJECT MANAGEMENT SERVICES:			<u>\$22,000</u>
1.	44 Parcels	x \$500 = \$22,000	
Total Estimated Cost for Right of Way Services:			\$136,875

The number of parcels to be acquired is estimated and there may actually be a few more or a few less. The total cost for right of way services may go slightly up or slightly down depending on the actual number of parcels to be acquired. However, the price per parcel for services rendered will be the same.

Prices for appraisal services obtained from four (4) qualified appraisers ranged as follows:

Residential Appraisals ranged from \$300 to \$800 a parcel

Commercial appraisals ranged from \$1,500 to \$2,500 a parcel

Prices for Appraisal Review Services obtained from four (4) qualified Review Appraisers ranged as follows:

Residential Reviews ranged from \$250 to \$800 a parcel

Commercial Reviews ranged from \$250 to \$900 a parcel

If it is necessary for any parcel to be acquired through Condemnation Proceedings, the charge for acquisition services for that parcel shall be \$800.00

MAPTECH, INC.

SURVEYING
MAPPING
GPS SERVICE3181 GREENFIELD ROAD, JACKSON, MS 39208-8706 * PH: 601-664-1666 * FAX: 601-664-1890 * www.maptech-survey.com

March 7, 2006

Mr. Mark Bailey, P.E., V.P.
Neel-Schaffer, Inc.
666 North Street, Suite 201
Jackson, MS 39202

Re: Pinehaven Drive Plats and Descriptions
Clinton, Mississippi
(Maptech, Inc. Proposal No. R06-015)

Dear Mr. Bailey:

We are pleased to offer this proposal to provide plats and descriptions, suitable for recordation, for obtaining approximately forty four permanent right-of-way and/or temporary construction easements on your Pinehaven Drive improvement project and for staking the proposed new right-of-way and temporary construction easements.

Plats & Descriptions

Maptech, Inc. (Maptech), utilizing your design drawings, will be responsible for preparing the plats and descriptions necessary for the construction of your design improvements along Pinehaven Drive.

Maptech, Inc. will be responsible for obtaining right of entry from the affected landowners.

Any landowners refusing this right of entry will be turned over to Neel-Schaffer for assistance in obtaining this right of entry.

Maptech will prepare these plats and descriptions based on the following formula:

Plats 1-20 at \$1,400.00 each.
Plats 21-40 at \$1,200.00 each.
Plats 41-60 at \$800.00 each.

Any changes or revisions necessary to reflect design changes will be considered as additional services and shall be billed hourly based on the Fee Schedule for that year.

Our deliverables on this segment shall be four bond prints of the survey, signed and sealed by the project manager responsible for this project and four copies of the description of the taking.

Staking of New ROW and Temporary Construction Easements

Maptech will stake the proposed right of way and temporary construction easements for this project on a per parcel basis using the following formula:

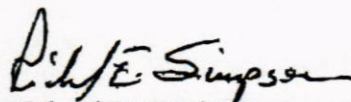
1-4 parcels at a time at \$600.00 per parcel.
 5-10 parcels at a time at \$500.00 per parcel.
 11-20 parcels at a time at \$400.00 per parcel.
 All 44 parcels at one time at \$300.00 per parcel.

We shall set wood hubs referenced with a 36" lathe at all angle points of the proposed right of way and at points along tangent lines crossing the landowners lands so that the proposed taking will be readily visible. We shall mark the temporary construction easements with pin flags so it will be discernable from the proposed right-of-way taking.

We will bill on a monthly basis based on the number of plats and descriptions provided to you, and on a per parcel basis on the right-of-way and temporary construction easement staking.

Should you have any questions or if any of the above is unclear please call at your convenience.

Sincerely,
 Maptech, Inc.


 Richard E. "Rick" Simpson PLS
 Vice President

Agreed To By: _____
 (Resp)

Title: _____

Date: _____

Plat

$$20 \times 1,400 + 20 \times 1,200 + 4 \times 800 = \$55,200$$

Row staking

$$44 \times 500 = \$22,000 + \text{cont } \$1,000$$

$$\$23,000$$