CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, MAY 2, 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
Phil Fisher – Alderman Ward 4
Mike Morgan – Alderman Ward 5
William Barnett – Alderman Ward 6

APPROVAL OF AGENDA ITEMS A-AA

MOTION made by Alderman Brabham and **SECONDED** by Alderman Bishop to approve Consent Agenda Items A-AA. Items C & O will serve to advertise favorably the opportunities, possibilities and resources of The City of Clinton. **MOTION CARRIED UNANIMOUSLY**

RESOLUTION SETTING UP A SPECIAL ASSESSMENT DISTRICT FOR A PART OF HAMPSTEAD BLVD

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham to authorize a resolution setting up a special assessment district for a part of Hampstead Blvd., authorizing publication of said resolution and setting June 6, 2006 as the date for a public hearing before the Mayor and Board of Aldermen a the first regularly scheduled board meeting in June, 2006. A copy of the resolution is attached. **MOTION CARRIED UNANIMOUSLY**

PROFESSIONAL SERVICES AGREEMENT BETWEEN WILLIFORD, GEARHART A ND KNIGHT, INC. AND CITY OF CLINTON FOR WATERLINE REPAIR AND REPLACEMENT ALONG PARKER DRIVE

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Fisher to approve a professional services agreement between Williford, Gearhart and Knight, Inc. and City of Clinton for Waterline Repair and Replacement along Parker Drive. A copy of the agreement is attached. **MOTION CARRIED UNANIMOUSLY**

PROFESSIONAL SERVICES AGREEMENT BETWEEN WILLIFORD, GEARHART AND KNIGHT, INC. AND CITY OF CLINTON FOR FOUR (4) WATER TANKS REPAIR AND REHABILITATION

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham to approve a professional services agreement between Williford, Gearhart and Knight, Inc. and City of Clinton for four (4) water tanks repair and rehabilitation which are: Old Vicksburg Tank, Packard Tank, Hwy 80 Tank and Mansfield Tank. A copy of the agreement is attached. **MOTION CARRIED UNANIMOUSLY**

AGREED ORDER TO RESOLVE ENVIRONMENTAL ISSUES WITH THE CLINTON POTW, SOUTHSIDE WASTEWATER TREATMENT FACILITY

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer to approve an agreed order to resolve environmental issues with the Clinton POTW, Southside Wastewater Treatment Facility. A copy of the order is attached. **MOTION CARRIED UNANIMOUSLY**

CHANGE ORDER #3 FOR TIME EXTENSION FOR NEW PUBLIC WORKS FACILITY

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Barnett and **SECONDED** by Alderman Brabham to approve Change Order #3 for time extension for new public works facility extending the completion date from April 1, 2006 to May 1, 2006. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:30 P.M.

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

APPROVED: Rosemary G. Aultman — May 10, 2006
Rosemary Aultman, Mayor — Date

ATTEST: Russell L Wall — May 10, 2006
Russell L. Wall, City Clerk — Date

BOARD APPROVED

MAY 0 2 2006

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: May 2, 2006 AGENDA ITEM NO. 7.

CONSENT AGENDA: TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Special Assessment, Hamstead Blvd. Resolution

INTRODUCED BY: Ken Dreher, City Attorney

BOARD ACTION: MOTION MADE BY: Greer

SECONDED BY: Brabham

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 PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF CLINTON, MISSISSIPPI DECLARING
THE NECESSITY OF PROPOSED IMPROVEMENTS, BEING A
PUBLIC STREET OR ROADWAY AND THE DRAINAGE AND UTILITY
IMPROVEMENTS RELATED THERETO, THE COST OF WHICH IS TO
BE ASSESSED AGAINST THE PROPERTY BENEFITTED,
DESCRIBING THE NATURE AND EXTENT OF THE WORK,
THE GENERAL CHARACTER OF THE MATERIALS TO BE USED,
THE LOCATION AND TERMINAL POINTS OF SAID PUBLIC STREET,
AND DEFINING THE AREAS IN WHICH SUCH
IMPROVEMENTS ARE TO BE MADE, PROVIDING FOR THE
PUBLICATION OF THIS RESOLUTION AND FIXING A DATE
FOR THE HEARING OF OBJECTIONS OR REMONSTRANCES,
AND FOR RELATED PURPOSES OF THE
HAMPSTEAD BOULEVARD PROJECT

WHEREAS, Mississippi Code Annotated, Section 21-41-1, et seq., authorizes the Mayor and Board of Aldermen, being the governing authority of the City of Clinton, Mississippi, to cause local improvements in the form of a public street to be constructed either wholly or partly at the cost of the property owners benefited by such improvements by levying and collecting special assessments on such improvements in the manner provided by the aforesaid law; and,

WHEREAS, the governing authority of the City of Clinton, Mississippi does, hereby determine to make the following improvements:

> A paved public road including all necessary right-of-way and related drainage and utility improvements. The roadway will be a hard surfaced (asphalt) street and will be a portion of the Hampstead Boulevard project. The actual location of the portion of Hampstead Boulevard included as part of this local improvement project is described more fully in Exhibit "B" attached to and made a part hereof and such description includes the terminal points of this project as laid out in the Benefited Area described in Exhibit "A". The local improvement project set out herein includes a temporary construction easement described in Exhibit "C" and a permanent easement described in Exhibit "D", all of which are attached hereto and made a part hereof.

The materials to be used in this local improvement project are those commonly used in the construction of an asphalt roadway and related drainage and utility improvements. The proposed materials are more fully described in Exhibit "E", attached hereto and made a part hereof.

The Benefited Area affected by the above improvements and against which property the cost of such improvements will be assessed is described as follows:

See Exhibit "A" attached hereto.

WHEREAS, the governing authority of the City of Clinton does hereby find, determine and adjudicate that such improvements are necessary and in the public interest and the total cost of such improvements should be assessed against the property benefited, which benefited property is hereby found and determined to be the property as hereinabove described and designated as the Benefited Area; and,

WHEREAS, the total cost of the project including allowance for contingencies, engineering, testing, interest, rights of way and legal fees for such project is estimated to be $542,545.00; and,

WHEREAS, plans and specifications of the aforesaid project have been completed by Williford Gearhart and Knight, Inc. and are on file in the office of the City Clerk and on file in the office of the City Engineer at 300 Jefferson Street, Clinton, Mississippi 39056; and,

WHEREAS, having found, determined, and declared necessary the proposed improvements and desiring to fix a date when the governing authority of the City of Clinton shall meet, which date shall be not less than 15 days after the date of the first publication of a notice providing for such meeting, to hear objections and remonstrances that may be made to said improvements and how the cost thereof shall be paid; and,

WHEREAS, the City Clerk is hereby directed to cause publication of said notice to be made in the form, manner and for the time required by law and such City Clerk is directed to send a copy of the notice, by certified mail, postage prepaid, within 5 days after the first publication of the notice herein

provided for, to the last known address of owners of property affected by this Resolution as determine by the land rolls last approved by the County and to be benefited by the improvements to be made, which property owners and their last known addresses as shown by the land rolls last approved by the County are hereby found and determined to be as follows:

Morrison Heights Baptist Church
201 Morrison Drive
Clinton, MS 39056
(601)924-5620

NOW, THEREFORE:

BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi that the governing authority of the City of Clinton does hereby determine to make special improvements within the City by the laying out and construction of a public street generally described, as hereinbefore set forth, which improvements shall be made in accordance with plans and specifications for such system prepared by Williford Gearhart and Knight, Inc. and on file at the address hereinbefore stated and in the office of the City Clerk of the City of Clinton, which plans and specifications are hereby approved.

BE IT FURTHER RESOLVED, that the governing authority of the City of Clinton does hereby find, determine and adjudicate that the hereinbefore described improvements are necessary and in the public interest and that the total costs of such improvements should be assessed against the property benefited which benefited property is hereby found and determined to be the property hereinbefore described and designated as the Benefited Area.

BE IT FURTHER RESOLVED, that the total cost of such special improvements including the sums required for contingencies, engineering, testing, interest, legal expenses and rights of way for the project is hereby estimated to be the sum of $542,545.00.

BE IT FURTHER RESOLVED, that the total cost of the special improvement project in the estimated amount of $542,545.00 shall be assessed against the property benefited, which property benefited is more particularly described above.

BE IT FURTHER RESOLVED, that the owners of the property to be benefited, against which assessment for costs of such improvement project will be made, and effected by this Resolution and the last known addresses of such owners are as set forth above.

BE IT FURTHER RESOLVED, that the Mayor and Board of Aldermen of the City of Clinton, Mississippi shall hold a meeting on the 6th day of June, 2006, at 7:00 p.m. at the Municipal Courtroom, 305 Monroe Street, Clinton, Mississippi, said meeting will be more than 15 days after the date of the first publication of this Resolution and the notice declaring the necessity of construction of said special improvements, for the purpose of hearing any and all objections or remonstrances to the construction of said special improvements or any part thereof.

BE IT FURTHER RESOLVED, that the City Clerk of the City of Clinton, Mississippi is hereby directed to cause a notice to be published together with this Resolution once each week for three consecutive publications in a public newspaper, The Clarion Ledger, having a general circulation in the municipality and is further directed to send a copy of such notice, by certified mail, postage prepaid, within five days after the first publication of the notice herein provided for, to the owners of the property affected by this Resolution as above named at the last known address as herein stated, such notice to be in the following form:

NOTICE

Notice is hereby given that the Mayor and Board of Aldermen of the City of Clinton, Mississippi will meet in regular session on June 6, 2006, at 7:00 p.m. in the Municipal Courtroom, 305 Monroe Street, in the City of Clinton, Mississippi to hear any objections or remonstrances that may be

made to the following improvements, or any part thereof, which the Mayor and Board of Aldermen have found, determined and adjudicated to be necessary and in the public interest:

The laying out and construction of a public street generally described as follows:

> A paved public road including all necessary right-of-way and related drainage and utility improvements. The roadway will be a hard surfaced (asphalt) street and will be a portion of the Hampstead Boulevard project. The actual location of the portion of Hampstead Boulevard included as part of this local improvement project is described more fully in Exhibit "B" attached to and made a part hereof and such description includes the terminal points of this project as laid out in the Benefited Area described in Exhibit "A". The local improvement project set out herein includes a temporary construction easement described in Exhibit "C" and a permanent easement described in Exhibit "D", all of which are attached hereto and made a part hereof.
>
> The materials to be used in this local improvement project are those commonly used in the construction of an asphalt roadway and related drainage and utility improvements. The proposed materials are more fully described in Exhibit "E", attached hereto and made a part hereof.

The Benefited Area affected by the above improvements and against which property the cost of such improvements will be assessed is described as follows:

See Exhibit "A" attached hereto

The names and addresses of the owners of the property affected by the improvements aforesaid are as follows:

Morrison Heights Baptist Church
201 Morrison Drive
Clinton, MS 39056
(601)924-5620

At said meeting, or at a time and place, to which same may be adjourned, any person aggrieved may appear in person, by attorney, or by petition and may object to, or protest against said improvements or any part thereof; the Mayor and Board of Aldermen will consider the objections and protests, if any, and may confirm, amend, modify or rescind the Resolution of Necessity and shall determine whether said improvements shall be made and how the costs thereof shall be paid, which determination shall be final and conclusive.

However, if a majority of the property owners owning more than 50% of the property involved and actually occupying property owned by them and included within that area determined to be benefited shall file a protest, then the improvements shall not be made.

The plans and specifications of the work constituting the improvements to be made are on file in the office of the City Clerk of the City of Clinton at the City Hall located in Clinton, Mississippi, and the office of the City Engineer of the City of Clinton, 300 Jefferson Street, Clinton, Mississippi.

BY ORDER OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, in a regular meeting assembled on this the 2nd day of May 2006.

_____

RUSSELL WALL, CITY CLERK
CITY OF CLINTON, MISSISSIPPI

Publish: _____, 2006

SO RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, in regular meeting assembled on this the 2nd day of May 2006.

_____

Rosemary Aultman, Mayor of the City of Clinton, Mississippi

ATTEST:

_____

Russell Wall, City Clerk

(S E A L)

Resolution-Hampstead Blvd Project
05/02/2006:jbell

MORRISON HEIGHTS BAPTIST CHURCH

INDEXING INSTRUCTIONS: East 1/2 of Section 32 and the West 1/2 Of Section 33, T-6-N, R-1-W, First Judicial District of Hinds County, Mississippi

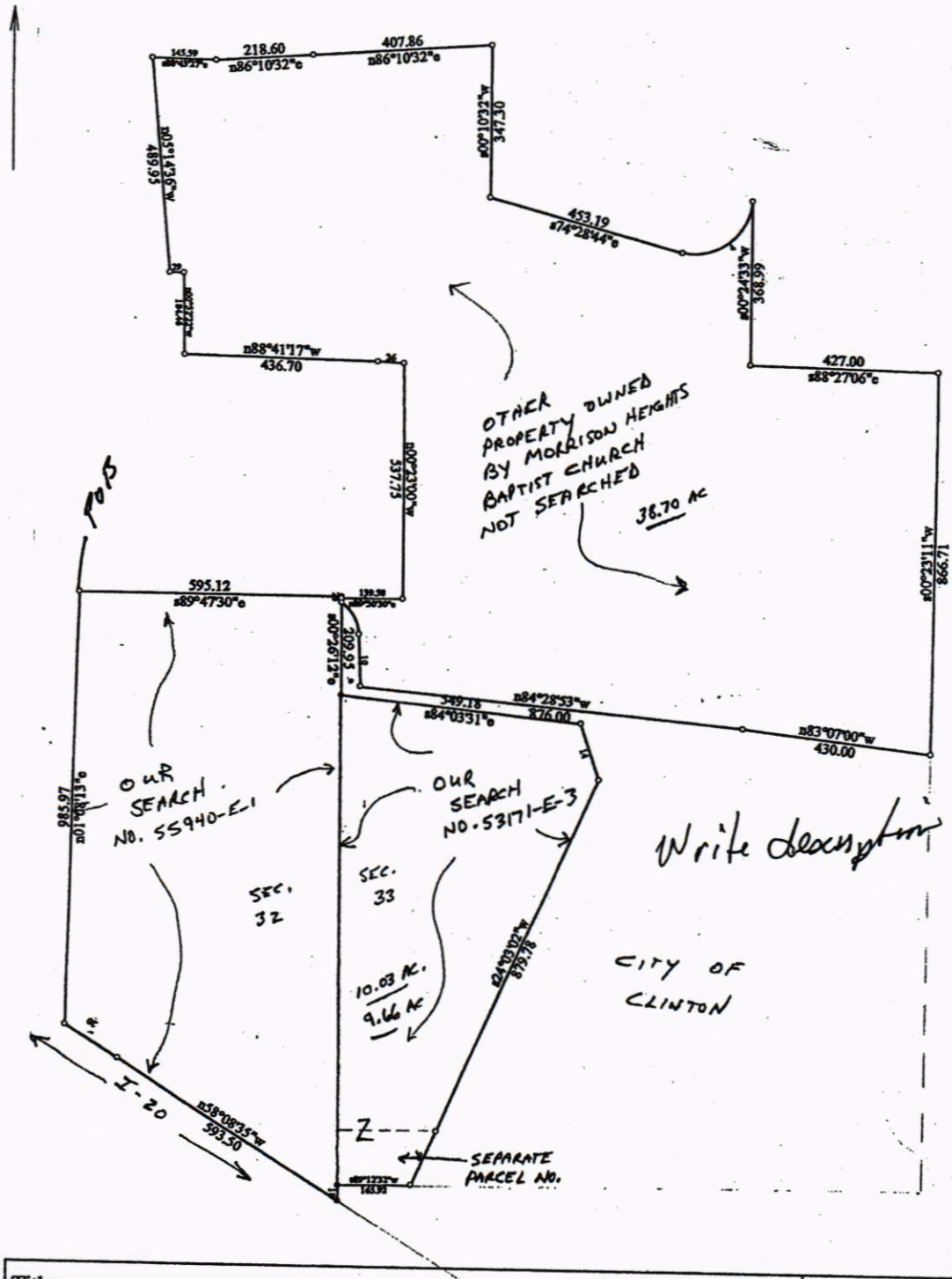
Description produced from boundary map furnished to WGK. No field work performed.

Commencing at the 1 inch diameter iron bar found marking the Northwest corner of said Section 32, as per plat by Colin Baird, recorded with easement in Deed Book 5609 at page 106; Thence run South for a distance of 1392.83 feet; Thence run East for a distance of 4706.86 feet to the POINT OF BEGINNING of the parcel herein conveyed;

Thence run S89°47'30"E for a distance of 595.12 feet; thence run S00°26'12"E for a distance of 3.90 feet; thence run N89°50'30"E for a distance of 139.58 feet; thence run N00°23'00"W for a distance of 537.75 feet; thence run N87°12'38"W for a distance of 59.89 feet; thence run N88°41'17"W for a distance of 436.70 feet; thence run N00°52'22"W for a distance of 184.46 feet; thence run S89°35'43"W for a distance of 32.60 feet; thence run N05°14'36"W for a distance of 489.95 feet; thence run S88°43'27"E for a distance of 145.59 feet; thence run N86°10'32"E for a distance of 218.60 feet; thence run N86°10'32"E for a distance of 407.86 feet; thence run S00°10'32"W for a distance of 347.30 feet; thence run S74°28'44"E for a distance of 453.19 feet; thence run on and along the arc of a curve to the left having a radius of 133.00 feet, a chord bearing of N53°13'02"E, and a chord distance of 199.25 feet, for an arc length of 225.21 feet; thence run S00°24'33"W for a distance of 368.99 feet; thence run S88°27'06"E for a distance of 427.00 feet; thence run S00°23'11"W for a distance of 866.71 feet; thence run N83°07'00"W for a distance of 430.00 feet; thence run N84°28'53"W for a distance of 876.00 feet; thence run N02°29'25"W for a distance of 116.95 feet; thence run on and along the arc of a curve to the left having a radius of 85.00 feet, a chord bearing of N28°43'49"W, and a chord distance of 82.31 feet, for an arc length of 85.92 feet; thence run S00°26'12"E for a distance of 209.95 feet; thence run S84°03'31"E for a distance of 549.18 feet; thence run S18°25'54"E for a distance of 133.85 feet; thence run S24°03'02"W for a distance of 879.78 feet; thence run S24°12'20"W for a distance of 135.65 feet; thence run S89°12'32"W for a distance of 165.92 feet; thence run S00°26'12"E for a distance of 35.69 feet; thence run N58°08'35"W for a distance of 593.50 feet; thence run on and along the arc of a curve to the right having a radius of 17084.73 feet, a chord bearing of N57°54'12"W, and a chord distance of 142.87 feet, for an arc length of 142.87 feet; thence run N01°08'13"E for a distance of 985.97 feet and containing 65.25 acres (2,842,279 sq. ft.), more or less.

RECEIVED
APR 17 2006
CITY OF CLINTON
ENGINEERING DEPARTMENT

EXHIBIT "A"



Title:	Date: 01-31-2006
Scale: 1 inch = 300 feet	File:

Tract 1: 65.250 Acres: 2842279 Sq Feet: Closure = s08.3623w 0.01 Feet: Precision >1/999999: Perimeter = 11282 Feet

001=n86.1032e 407.86
002=s00.1032w 347.30
003=s74.2844e 453.19
004: Lt, R=133.00, Arc=225.21
Beg=s33.1302e, Chd=199.25
005=s00.2433w 368.99
006=s88.2706e 427.00
007=s00.2311w 866.71
008=n83.0700w 430.00
009=n84.2853w 876.00
010=n02.2925w 116.95
011: Lt, R=85.00, Arc=85.92
Beg=n28.4349w, Chd=82.31
012=s00.2612e 209.95
013=s84.0331e 549.18
014=s18.2554e 133.85
015=s24.0302w 879.78
016=s24.1220w 135.65
017=s89.1232w 165.92
018=s00.2612e 35.69
019=n58.0835w 593.50
020: Rt, R=17084.73, Arc=142.87
Beg=s57.5412w, Chd=142.87
021=n01.0813e 985.97
022=s89.4730e 595.12
023=s00.2612e 3.90
024=n89.5030e 139.58
025=n00.2300w 537.75
026=n87.1238w 59.89
027=n88.4117w 436.70
028=n00.5222w 184.46
029=s89.3543w 32.60
030=n05.1436w 489.95
031=s88.4327e 145.59
032=n86.1032e 218.60

TRACT 3 -MORRISON HEIGHTS

INDEXING INSTRUCTIONS: E ½ of Section 32 and the W ½ of Section 33, T-6-N, R-1-W, First Judicial District, Hinds County, Mississippi.

Commencing at the 1" diameter iron bar found marking the Northwest corner of said Section 32, as per plat by Colin Baird, recorded with easement in Deed book 5609 at Page 106; Thence run South for a distance of 2768.05 feet; thence run East for a distance of 5311.65 feet to a point, said point being a found ½" rebar on the north line of Interstate Highway 20, said point also being the POINT OF BEGINNING of the parcel herein conveyed;

Thence run along the north right-of-way line of Interstate Highway 20, North 58 degrees 15 minutes 22 seconds West for 607.87 to a found ½" rebar; Thence run Westerly along the north right-of-way line of Interstate Highway 20 and a curve to the right for a distance of 128.62 feet to a found ½" rebar on the west line of that parcel recorded in Deed book 5997 at Page 421, said curve having a radius of 17,084.73 feet, a chord bearing of North 57 degrees 02 minutes 54 seconds West, and a chord length of 128.62 feet;

Thence run along the west line of that parcel recorded in 5997 at Page 421, North 01 degrees 10 minutes 02 seconds East for a distance of 117.75 feet to a point being a set ½" square iron bar; Thence run, South 58 degrees 00 minutes 56 seconds East for a distance 887.31 feet to a point being a set ½" square iron bar; Thence run, South 89 degrees 14 minutes 25 seconds West for a distance of 130.41 feet to a point being a found ½" rebar; Thence run, South 00 degrees 24 minutes 25 seconds East for a distance of 35.78 feet back to the POINT OF BEGINNING, and containing 1.847 acres (80,448 sq.ft) more or less.

EXHIBIT "B"

TRACT 3 T.C.E. - MORRISON HEIGHTS

INDEXING INSTRUCTIONS: NE ¼ of Section 32 T-6-N, R-1-W, First Judicial District, Hinds County, Mississippi.

Commencing at the 1" diameter iron bar found marking the Northwest corner of said Section 32, as per plat by Colin Baird, recorded with easement in Deed book 5609 at Page 106; Thence run South for a distance of 2730.17 feet; Thence run East for a distance of 5469.52 feet to a set 1/2" square iron bar, said point also being the POINT OF BEGINNING of the parcel herein conveyed;

Thence run, North 58 degrees 00 minutes 56 seconds West for a distance of 444.27 feet to a point being a set 1/2" square iron bar; Thence run, North 31 degrees 59 minutes 04 seconds East for 25.00 feet to a point being a set 1/2" square iron bar; Thence run, North 58 degrees 00 minutes 56 seconds West for a distance of 25.00 feet to a point being a set 1/2" square iron bar; Thence run, South 31 degrees 59 minutes 04 seconds West for a distance of 25.00 feet to a point being a set 1/2" square iron bar; Thence run North 58 degrees 00 minutes 56 seconds West for a distance of 450.32 feet to a point being a set 1/2" square iron bar; Thence run, North 01 degrees 10 minutes 02 seconds East for a distance of 145.63 feet to a point being a set 1/2" square iron bar; Thence run, South 58 degrees 00 minutes 28 seconds East for a distance of 984.48 feet to a point being a set 1/2" square iron bar; Thence run, South 24 degrees 13 minutes 20 seconds West for a distance of 121.73 feet to a point being a set 1/2" square iron bar; Thence run, South 89 degrees 14 minutes 25 seconds West for a distance of 8.00 feet back to the POINT OF BEGINNING, and containing 2.728 acres (118,821 sq. ft), more or less.

EXHIBIT "C"

TRACT 3 PERMANENT EASEMENT -MORRISON HEIGHTS

INDEXING INSTRUCTIONS: E ½ of Section 32 and the W ½ of Section 33, T-6-N, R-1-W, First Judicial District, Hinds County, Mississippi.

Commencing at the 1" diameter iron bar found marking the Northwest corner of said Section 32, as per plat by Colin Baird, recorded with easement in Deed book 5609 at Page 106; Thence run South for a distance of 2730.54 feet; thence run East for a distance of 5441.79 feet to a point, said point being a set ½" square iron bar on the north line of a proposed city street, said point also being the POINT OF BEGINNING of the parcel herein conveyed;

Thence run along the north line of said city street, North 58 degrees 00 minutes 56 seconds West for a distance of 887.31 feet to a point being a set ½" square iron bar; Thence run, North 01 degrees 10 minutes 02 seconds East for a distance of 17.47 feet to a point being a set ½" square iron bar; Thence run, South 58 degrees 00 minutes 56 seconds East for a distance of 450.32 feet to a point being a set ½" square iron bar; Thence run, North 31 degrees 59 minutes 04 seconds East for a distance of 25.00 feet to a point being a set ½" square iron bar; Thence run, South 58 degrees 00 minutes 56 seconds East for a distance of 25.00 feet to a point being a set ½" square iron bar; Thence run, South 31 degrees 59 minutes 04 seconds West for a distance of 25.00 feet to a point being a set ½" square iron bar; Thence run, South 58 degrees 00 minutes 56 seconds East for a distance of 444.27 feet to a point being a set ½" square iron bar; Thence run, South 89 degrees 14 minutes 25 seconds West for a distance of 27.73 feet back to the POINT OF BEGINNING, and containing 0.325 acres (14,177 sq.ft) more or less.

EXHIBIT "D"

CITY OF CLINTON, MISSISSIPPI
ROADWAY, DRAINAGE AND UTILITY IMPROVEMENTS
HAMPSTEAD BOULEVARD
OPINION OF PROBABLE PROJECT CONSTRUCTION COSTS
April 27, 2006

RECEIVED
APR 2 8 2006
CITY OF CLINTON
ENGINEERING DEPARTMENT

PAY ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
	EARTHWORK ITEMS				
201-A	Clearing and Grubbing	LS	1.0	$50,000.00	$50,000.00
202-B	Removal of Chain Link Fencing	LF	4016	$2.50	$10,040.00
202-B	Removal of Concrete Ditch	LF	50	$50.00	$2,500.00
202-B	Removal of Sanitary Sewer (Complete)	LS	1.0	$5,000.00	$5,000.00
203-A	Unclassified Excavation (FM) (AH)	CY	6014	$2.75	$16,538.50
203-E	Borrow Excavation(AH)(ESFE)(FME)	CY	28630	$5.00	$143,150.00
203-E	Borrow Excavation (AH)(Contractor Furnished)(FME)(Class 6)	CY	19941	$9.00	$179,469.00
206-A	Structure Excavation	CY	9296	$7.00	$65,072.00
206-B	Select Material for Undercuts (Contractor Furnished) (FM)	CY	2916	$20.00	$58,320.00
SUBTOTAL EARTHWORK ITEMS					**$530,089.50**
	ROADSIDE DEVELOPMENT ITEMS				
211-A	Topsoil for Slope Treatment (From Right-of-Way)	SY	4257	$0.75	$3,192.75
212-B	Standard Ground Preparation	SY	33778	$0.10	$3,377.80
213-A	Agricultural Limestone	TON	22	$60.00	$1,320.00
213-B	Combination Fertilizer (13-13-13)	TON	4	$375.00	$1,500.00
213-C	Superphosphate	TON	8	$350.00	$2,800.00
213-D	Ammonium Nitrate	TON	4	$500.00	$2,000.00
214-A	Seeding (Bermudagrass)	Acre	7.5	$950.00	$7,125.00
[illegible]A	Seeding (Crimson Clover)	Acre	7.5	$750.00	$5,625.00
214-A	Seeding (Tall Fescue)	Acre	7.5	$500.00	$3,750.00
215-A	Vegetative Materials for Mulch	TON	15	$200.00	$3,000.00
234-A	Temporary Silt Fence	LF	5170	$4.00	$20,680.00
235-A	Temporary Erosion Checks	BALE	150	$7.50	$1,125.00
SUBTOTAL ROADSIDE DEVELOPMENT ITEMS					**$55,495.55**
	ASPHALT PAVING ITEMS				
403-A	Hot Mix Asphalt, HT, 9.5 mm mixture	TON	1410	$50.00	$70,500.00
403-A	Hot Mix Asphalt, HT, 19 mm mixture	TON	7935	$45.00	$357,075.00
SUBTOTAL ASPHALT PAVING ITEMS					**$427,575.00**
	DRAINAGE ITEMS				
601-A	Class "B" Structural Concrete	CY	428	$325.00	$139,100.00
601-B	Class "B" Structural Concrete, Minor Structures	CY	131	$925.00	$121,175.00
602-A	Reinforcing Steel	LBS	35145	$0.75	$26,358.75
603-C-A	18" Reinforced Concrete Pipe, Class III	LF	96	$35.00	$3,360.00
603-C-A	24" Reinforced Concrete Pipe, Class III	LF	1714	$45.00	$77,130.00
603-C-A	36" Reinforced Concrete Pipe, Class III	LF	92	$85.00	$7,820.00
603-C-A	54" Reinforced Concrete Pipe, Class III	LF	890	$125.00	$111,250.00
603-C-A	60" Reinforced Concrete Pipe, Class III	LF	677	$150.00	$101,550.00
603-C-A	72" Reinforced Concrete Pipe, Class III	LF	401	$235.00	$94,235.00
603-C-B	24" Reinforced Concrete End Section	EA	1.0	$675.00	$675.00
603-C-B	54" Reinforced Concrete End Section	EA	2.0	$1,750.00	$3,500.00
603-C-B	72" Reinforced Concrete End Section	EA	1.0	$2,850.00	$2,850.00
604-A	Castings	LBS	441	$2.25	$992.25
604-B	Gratings	LBS	1,896	$1.75	$3,318.00
[illegible]W	Filter Material for Combination Storm Drain and/or Underdrains,Type A (FM)	CY	526	$32.50	$17,095.00
[illegible]-W	Filter Material for Combination Storm Drain and/or Underdrains,Type B (FM)	CY	6160	$28.50	$175,560.00
605-AA	Geotextile for Subsurface Drainage	SY	6256	$2.50	$15,640.00
SUBTOTAL DRAINAGE ITEMS					**$901,609.00**

EXHIBIT "E"

INCIDENTAL CONSTRUCTION ITEMS					
607-B	72" Type 1 Chain Link Fence	LF	4016	$6.00	$24,096.00
-G	4'x72" Chain Link Gate	EA	2.0	$225.00	$450.00
607-P1	Line Posts, 9' - 2" Steel	EA	385	$47.50	$18,287.50
607-P2	Brace Posts, 9.5' - 2.5" Steel	EA	16	$100.00	$1,600.00
608-B	Concrete Sidewalk (With Reinforcement)	SY	1619	$30.00	$48,570.00
609-D	Combination Concrete Curb and Gutter Type 3A	LF	7442	$13.50	$100,467.00
614-A	Concrete Driveway (Without Reinforcement)	SY	306.7	$42.50	$13,034.75
617-A	Right-of-Way Markers (Type I)	EA	17	$125.00	$2,125.00
620-A	Mobilization	LS	1.0	$125,000.00	$125,000.00
SUBTOTAL INCIDENTAL CONSTRUCTION ITEMS					$289,196.75
PAVEMENT MARKING ITEMS					
626-C	6" Thermoplastic Edge Stripe (Continuous White)	LF	7592	$1.15	$8,730.80
626-D	6" Thermoplastic Detail Stripe (Skip Yellow))	Mi.	1.44	$1,250.00	$1,800.00
626-E	6" Thermoplastic Traffic Stripe (Continuous Yellow)	LF	7592	$1.15	$8,730.80
SUBTOTAL PAVEMENT MARKING ITEMS					$19,261.60
TRAFFIC SIGNS ITEMS					
630-A	Standard Roadside Signs (Sheet Aluminum, 0.080" Thickness)	SF	75	$20.00	$1,500.00
630-A	Standard Roadside Signs (Sheet Aluminum, 0.125" Thickness)	SF	9	$25.00	$225.00
630-C	Steel U-Section Posts (3.0 to 3.5 lb/ft)	EA	11	$40.00	$440.00
SUBTOTAL TRAFFIC SIGNS ITEMS					$2,165.00
SLOPE STABILIZATION ITEMS					
315-A	Loose Riprap, (Size 300)	TON	2201	$35.00	$77,035.00
315-E	Geotextile Fabric under Riprap	SY	1760	$2.00	$3,520.00
315-E	Geotextile Fabric under Select Material	SY	2431	$2.00	$4,862.00
SUBTOTAL SLOPE STABILIZATION ITEMS					$85,417.00
MUNICIPAL WATER DISTRIBUTION ITEMS					
-A	Tie to Existing 12" Water Main	EA	1.0	$1,500.00	$1,500.00
-B	Tie to Existing 16" Water Main	EA	1.0	$1,750.00	$1,750.00
2555-C	12" Dia. Water Main (C900)	LF	1271	$30.00	$38,130.00
2555-D	16" Dia. Water Main (C900)	LF	2527	$60.00	$151,620.00
2555-E	16" Dia. Gate Valves	EA	2.0	$10,000.00	$20,000.00
2555-F	Fire Hydrant Assemblies	EA	9.0	$2,250.00	$20,250.00
2555-G	Fittings	LBS	3800	$1.25	$4,750.00
SUBTOTAL MUNICIPAL WATER DISTRIBUTION ITEMS					$238,000.00
SANITARY SEWERAGE ITEMS					
2224-A	Steel Casing (16" Diameter)	LF	60	$100.00	$6,000.00
5301-A	Sanitary Sewer(10")(0-6)	LF	375	$32.00	$12,000.00
5301-B	Sanitary Sewer(10")(6-8)	LF	150	$38.00	$5,700.00
5301-C	Sanitary Sewer(10")(8-10)	LF	325	$44.00	$14,300.00
5301-D	Sanitary Sewer(10")(10-12)	LF	300	$48.00	$14,400.00
5301-E	Sanitary Sewer Manholes (12-14)	EA	1.0	$2,250.00	$2,250.00
5301-F	Sanitary Sewer Manholes (14-16)	EA	1.0	$2,350.00	$2,350.00
5301-G	Sanitary Sewer Manholes (16-18)	EA	1.0	$2,500.00	$2,500.00
5301-H	Sanitary Sewer Manholes(Doghouse)	EA	1.0	$2,750.00	$2,750.00
5301-J	Connection to Existing Manhole	EA	2.0	$1,500.00	$3,000.00
5351-A	Duplex 400 GPM Pump Station	EA	1.0	$65,000.00	$65,000.00
5352-B	8" Sewage Force Main	LF	3317	$12.50	$41,462.50
5352-C	Air Release Valve	EA	1.0	$2,250.00	$2,250.00
SUBTOTAL SANITARY SEWERAGE ITEMS					$124,250.00
SUBTOTAL COST - ALL ITEMS					$2,673,059.40
CONTINGENCIES					$133,652.97
TOTAL COST - ALL ITEMS					$2,806,712.37

:ITY OF CLINTON, MISSISSIPPI
MPSTEAD BOULEVARD
RATA SHARE PER BENEFITED PROPERTY OWNER
CHEMATIC DESIGN QUANTITIES & COSTS
EVISED 4/27/06

PROPERTY OWNER	TOTAL BENEFITED FRONT FOOTAGE(LF)	PRO RATA SHARE OF CONSTRUCTION COST	ANNUAL COSTS BASED ON 20 YEAR LOAN AT 5%
SANDERS	3,065.45	$2,264,167	$181,683
MORRISON HEIGHTS BAPTIST CHURCH	734.55	$542,545	$43,535
TOTALS	3,800.00	$2,806,712	-$225,218

) BENEFITTED LINEAR FOOTAGE IS BASED UPON TOTAL FRONTAGE ALONG PROPOSED ALIGNMENT
) COSTS SHOWN ARE BASED ON COST ESTIMATES PER PRELIMINARY LAYOUT AND QUANTITY CALCULATIONS. COSTS ARE SUBJECT TO CHANGE ASED ON FINAL ALIGNMENT AND RECALCULATION OF QUANTITIES.
) IT IS ASSUMED THAT THE PROPERTY OWNERS WILL DONATE THE RIGHT-OF-WAY/EASEMENTS REQUIRED, THERFORE NO LAND ACQUISITION COSTS NCLUDED.

BOARD APPROVED

MAY 0 2 2006

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: May 2, 2006 AGENDA ITEM NO. 8.

CONSENT AGENDA: $ TO:

FOR:

ACCOUNT NO.:

INTRODUCED BY: Richard L. Broome, P.E.

DISCUSSION/ACTION: Engineering services for Parker Drive water line repair and replacement

INTRODUCED BY:

BOARD ACTION: MOTION MADE BY: Brabham

SECONDED BY: Fisher

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 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.

BOARD APPROVED

MAY 0 2 2006

CITY OF CLINTON

PROFESSIONAL SERVICES AGREEMENT
between
WILLIFORD, GEARHART & KNIGHT, INC.
ENGINEERS & SURVEYORS
and
CITY OF CLINTON. MS
for
Waterline Repair and Replacement – Parker Drive

This is an Agreement, effective as of _____ ("Effective Date") by and between City of Clinton, MS 300 Jefferson Street Clinton, MS 39056 (hereinafter called "OWNER") and Williford, Gearhart & Knight, Inc., Engineers & Surveyors (hereinafter called "WGK"). The OWNER hereby retains WGK for that certain project described as follows: Design and construction review of repair and replacement of water distribution main and appurtenances along Parker Drive.

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:

1. The Engineering Fee Schedule for this project as set forth on the attached sheet(s).

The professional to be in responsible charge of the services to be provided under this agreement shall be: Bill Owen, PE #11413.
The Owner's representative for the professional services to be provided under this agreement shall be: Richard Broome, P.E..

The OWNER hereby employs the WGK to perform the professional services described herein, the WGK agrees to provide the professional services prescribed herein, and the OWNER agrees to compensate the WGK for the services rendered under this Agreement. The Owner and WGK further agree as follows:

1. Basic Agreement

A. WGK shall provide, or cause to be provided, the services set forth in this Agreement, and the Owner shall compensate WGK for such Services as set forth in this Agreement.

2. Payment Procedures

A. WGK will prepare a monthly invoice in accordance with WGK's standard invoicing practices and submit the invoice to the Owner.

B. Invoices are due and payable within 30 days of receipt. If Client/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 thirtieth day. In addition, WGK may, without liability, after giving seven days written notice to Client/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, and/or on an hourly-reimbursable basis, as specified herein.

D. 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, the total compensation to the WGK shall be adjusted accordingly.

3. Additional Services

A. If authorized by Client/Owner, or if required because of changes in the Project, WGK shall furnish services in addition to those set forth above.

B. Client/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's employee's times standard hourly rates for each applicable billing class; plus reimbursable expenses and WGK's subconsultant's charges, if any.

4. Termination

A. Either the CLIENT/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 CLIENT/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 attached hereto.

5. 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 CLIENT/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. If any provision contained in this agreement is held illegal, invalid or unenforceable, for any reason, the remaining provisions shall remain unimpaired. Neither party to this agreement shall assign this agreement or any portion thereof, without the written consent of the other party. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

6. Successors, Assigns, and Beneficiaries

A. Neither Client/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 CLIENT/OWNER or WGK. WGK services under this Agreement are being performed solely for the CLIENT/OWNER's benefit, and no other entity, including the CLIENT/OWNER's agents, shall have any claim against WGK because of this Agreement or the performance or non-performance of services provided hereunder.

7. General Considerations

A. The services performed by WGK under this Agreement will be performed and conducted in a manner consistent with the level of skill and competence ordinarily exercised 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. 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

B. The Scope of 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 CLIENT/OWNER. For some projects involving conceptual planning or development services, the scope may not be fully definable during the initial phases. 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 CLIENT/OWNER in accordance with WGK's prevailing hourly rate schedule.

C. 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.

D. If events beyond the control of CLIENT/OWNER or WGK including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, 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. In the event such delay exceeds 60 calendar days, CLIENT/OWNER also agrees that WGK shall be entitled to an equitable adjustment in compensation for any additional costs incident to the delay.

E. Any opinion of probable cost prepared by WGK under this agreement is supplied for the general use and guidance of the CLIENT/OWNER only. Since 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 CLIENT/OWNER.

F. CLIENT/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. CLIENT/OWNER shall also notify any and all possessors of the job site that the CLIENT/OWNER has granted WGK access to the job site.

G. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims or causes of action under this Agreement shall expire three (3) years after completion of the services rendered under this agreement.

H. The parties to this agreement shall attempt to settle any disputes arising under this Agreement by discussions between the parties' senior representatives of management. If any dispute cannot be resolved in that manner within a reasonable length of time, the parties to this agreement agree to then attempt non-binding mediation. If any dispute cannot be resolved in that manner within a reasonable length of time, the parties to this agreement agree to then attempt binding arbitration, prior to filing any legal proceedings. In the event any legal actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

I. WGK shall not at any time supervise, direct, or have control over the services being provided or the work being performed by 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 a other 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.

J. 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 Client/Owner and such contractor.

K. 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 of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Client/Owner without consultation and advice of WGK.

L. 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 $500,000 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 paragraph 7.4 "Indemnity". The comprehensive general liability insurance will include as additional named insureds: the OWNER; the WGK; and each of their officers, agents and employees.

M. Before commencement of the work, the OWNER will 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 insureds; the OWNER; the WGK; and each of their officers, agents, employees 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.

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

O. It is acknowledged by both parties that the WGK scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event WGK or any other party knowingly encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of WGK's services, WGK may, at his own option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT/OWNER retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, warrant that the job site is in full compliance with applicable laws and regulations, and authorize WGK to resume work on the job site.

P. The CLIENT/OWNER will furnish to WGK information identifying the type and location of underground improvements. WGK (or his or her authorized sub consultant) will prepare a plan that shows the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. The CLIENT/OWNER will approve of the locations of subsurface penetrations prior to their being made. The CLIENT/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 to WGK.

Q. WGK agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT/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 CLIENT/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 CLIENT/OWNER's negligent acts, errors or omissions, and those of his agents, or any party to whom CLIENT/OWNER is legally liable, and arising from the project that is subject to this agreement.

R. The CLIENT/OWNER hereby agrees that WGK's total aggregate liability to the CLIENT/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 this contract.

8. Total Agreement

A. This Agreement (consisting of pages 1 to 3 inclusive together with any expressly incorporated attachments), constitutes the entire agreement between Client/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 individuals listed below are authorized to sign this Agreement on behalf of the respective companies and therefore the parties hereto have executed this Agreement, on the day and year first above written.

CLIENT/OWNER:

_____
Richard Broome

ATTEST:

_____

Owner's address for giving formal notice:

_____

_____

WGK:
WILLIFORD, GEARHART & KNIGHT, INC

_____, P.E.
Principal

ATTEST:

_____
Administrative Assistant

WGK's address for giving formal notice:
P. O. Box 318
Clinton, Mississippi 39060

ENGINEERING FEE SCHEDULE

1. **General:** In accordance with the terms and conditions of this Agreement, the ENGINEER shall provide professional services for which the OWNER shall compensate the ENGINEER as set forth herein below.

2. **Fees:** As defined and as directed with compensation plus direct reimbursable expenses as set forth herein below:

BOARD APPROVED
MAY 0 2 2006
CITY OF CLINTON

   a. Basic Engineering shall be provided based on the following lump sum fee schedule:

Engineering Design/Assistance in Bidding -	$8,500.00
Construction Review -	$5,750.00

   b.. Additional Professional Services shall be provided on an hourly basis in accordance with the hourly rates set forth herein below. As described in the Proposal Letter/Scope of Work the work required to assist in items outside of the items of work stated shall be provided as additional services. These hourly rates shall apply to the services rendered herein, and shall be adjusted no less than annually following each calendar year.

PERSONNEL CLASSIFICATION	HOURLY RATE
Principal	$140
Senior Project Engineer	120
Project Engineer	95
Engineer Intern	80
Project Surveyor	95
Surveyor	75
Senior Engineering Assistant	85
Engineering Assistant	75
Surveying Assistant	60
Designer	70
Technician	55
Technician Assistant	30
Clerical	40
Construction Review	65
Project Coordinator	80
Party Chief	75
Crewman	20
Survey Party (Two Men)	95
Survey Party (Three Men)	115
Survey Party (Four Men)	135
CAD	15
GPS	25
RTK	50

   c. Cost of services of other professional consultants billed to the ENGINEER by the professional consultants for such services. These services shall include geotechnical, architectural, structural, mechanical and electrical consultants. These expenses shall be invoiced by the ENGINEER to the OWNER at cost.

3. **Reimbursable Expenses:** As defined herein below, shall be reimbursed to the ENGINEER at cost.

   a. Reimbursable expenses are in addition to compensation to the ENGINEER for Additional Services and include expenditures made by the ENGINEER, 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 the ENGINEER.

e. Expense of computer time including charges for the use or purchase of special hardware or proprietary software programs incident to the Project.

4. **Payments to the Engineer:** Shall be made by the OWNER to the ENGINEER 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 the ENGINEER's submittal of his monthly statement. Invoices for professional services rendered will be prepared in accordance with the ENGINEER's standard practices, and will be submitted to the OWNER by the ENGINEER on a monthly basis. Past due amounts owed to the ENGINEER 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 the ENGINEER on a timely basis.

b. If the OWNER fails to make monthly payments due to the ENGINEER, the ENGINEER may, after giving seven (7) days written notice to the OWNER, suspend services under this Agreement.

c. No deductions shall be made from the ENGINEER's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors.

d. If the Project is delayed or if the ENGINEER's services for the Project are delayed or suspended for more than three months for reasons beyond the ENGINEER's control, the ENGINEER may, after giving seven (7) days written notice to the OWNER, terminate this Agreement and the OWNER shall compensate the ENGINEER in accordance with the termination provision contained hereafter in this Agreement, or the ENGINEER shall be entitled to an adjustment of the amounts and rates of compensation specified herein, in addition to consideration for the expenses incurred by the ENGINEER in the suspension and/or reactivation of his services.

BOARD APPROVED

MAY 0 2 2006

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: May 2, 2006 AGENDA ITEM NO. 9.

CONSENT AGENDA: $ TO:

FOR:

ACCOUNT NO.:

INTRODUCED BY: Richard L. Broome, P.E.

DISCUSSION/ACTION: Engineering services for water tank repair and rehabilitation

INTRODUCED BY: Richard L. Broome, P.E.

BOARD ACTION: MOTION MADE BY: Hisaw

SECONDED BY: Brabham

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 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.

PROFESSIONAL SERVICES AGREEMENT
between
WILLIFORD, GEARHART & KNIGHT, INC.
ENGINEERS & SURVEYORS
and
CITY OF CLINTON. MS
for
Water Tanks Repair and Rehabilitation

BOARD APPROVED

MAY 0 2 2006

CITY OF CLINTON

This is an Agreement, effective as of _____ ("Effective Date") by and between City of Clinton, MS 300 Jefferson Street Clinton, MS 39056 (hereinafter called "OWNER") and Williford, Gearhart & Knight, Inc., Engineers & Surveyors (hereinafter called "WGK"). The OWNER hereby retains WGK for that certain project described as follows: Design and construction review of repair and rehabilitation of four (4) existing water tanks in City of Clinton, MS. Tanks are identified as: Old Vicksburg Tank; Packard Tank; Highway 80 Tank; and Mansfield Tank.

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:

1. The Engineering Fee Schedule for this project as set forth on the attached sheet(s).

The professional to be in responsible charge of the services to be provided under this agreement shall be: Bill Owen, PE #11413.
The Owner's representative for the professional services to be provided under this agreement shall be: Richard Broome, P.E..

The OWNER hereby employs the WGK to perform the professional services described herein, the WGK agrees to provide the professional services prescribed herein, and the OWNER agrees to compensate the WGK for the services rendered under this Agreement. The Owner and WGK further agree as follows:

1. Basic Agreement

A. WGK shall provide, or cause to be provided, the services set forth in this Agreement, and the Owner shall compensate WGK for such Services as set forth in this Agreement.

2. Payment Procedures

A. WGK will prepare a monthly invoice in accordance with WGK's standard invoicing practices and submit the invoice to the Owner.

B. Invoices are due and payable within 30 days of receipt. If Client/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 thirtieth day. In addition, WGK may, without liability, after giving seven days written notice to Client/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, and/or on an hourly-reimbursable basis, as specified herein.

D. 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, the total compensation to the WGK shall be adjusted accordingly.

3. Additional Services

A. If authorized by Client/Owner, or if required because of changes in the Project, WGK shall furnish services in addition to those set forth above.

B. Client/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's employee's times standard hourly rates for each applicable billing class; plus reimbursable expenses and WGK's subconsultant's charges, if any.

4. Termination

A. Either the CLIENT/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 CLIENT/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 attached hereto.

5. 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 CLIENT/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. If any provision contained in this agreement is held illegal, invalid or unenforceable, for any reason, the remaining provisions shall remain unimpaired. Neither party to this agreement shall assign this agreement or any portion thereof, without the written consent of the other party. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

6. Successors, Assigns, and Beneficiaries

A. Neither Client/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 CLIENT/OWNER or WGK. WGK services under this Agreement are being performed solely for the CLIENT/OWNER's benefit, and no other entity, including the CLIENT/OWNER's agents, shall have any claim against WGK because of this Agreement or the performance or non-performance of services provided hereunder.

7. General Considerations

A. The services performed by WGK under this Agreement will be performed and conducted in a manner consistent with the level of skill and competence ordinarily exercised 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. 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

B. The Scope of 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 CLIENT/OWNER. For some projects involving conceptual planning or development services, the scope may not be fully definable during the initial phases. 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 CLIENT/OWNER in accordance with WGK's prevailing hourly rate schedule.

C. 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.

D. If events beyond the control of CLIENT/OWNER or WGK including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, 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. In the event such delay exceeds 60 calendar days, CLIENT/OWNER also agrees that WGK shall be entitled to an equitable adjustment in compensation for any additional costs incident to the delay.

E. Any opinion of probable cost prepared by WGK under this agreement is supplied for the general use and guidance of the CLIENT/OWNER only. Since 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 CLIENT/OWNER.

F. CLIENT/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. CLIENT/OWNER shall also notify any and all possessors of the job site that the CLIENT/OWNER has granted WGK access to the job site.

G. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims or causes of action under this Agreement shall expire three (3) years after completion of the services rendered under this agreement.

H. The parties to this agreement shall attempt to settle any disputes arising under this Agreement by discussions between the parties' senior representatives of management. If any dispute cannot be resolved in that manner within a reasonable length of time, the parties to this agreement agree to then attempt non-binding mediation. If any dispute cannot be resolved in that manner within a reasonable length of time, the parties to this agreement agree to then attempt binding arbitration, prior to filing any legal proceedings. In the event any legal actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

I. WGK shall not at any time supervise, direct, or have control over the services being provided or the work being performed by 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 a other 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.

J. 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 Client/Owner and such contractor.

K. 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 of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Client/Owner without consultation and advice of WGK.

L. 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 $500,000 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 paragraph 7.4 "Indemnity". The comprehensive general liability insurance will include as additional named insureds: the OWNER; the WGK; and each of their officers, agents and employees.

M. Before commencement of the work, the OWNER will 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 insureds; the OWNER; the WGK; and each of their officers, agents, employees 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.

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

O. It is acknowledged by both parties that the WGK scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event WGK or any other party knowingly encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of WGK's services, WGK may, at his own option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT/OWNER retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, warrant that the job site is in full compliance with applicable laws and regulations, and authorize WGK to resume work on the job site.

P. The CLIENT/OWNER will furnish to WGK information identifying the type and location of underground improvements. WGK (or his or her authorized sub consultant) will prepare a plan that shows the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. The CLIENT/OWNER will approve of the locations of subsurface penetrations prior to their being made. The CLIENT/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 to WGK.

Q. WGK agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT/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 CLIENT/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 CLIENT/OWNER's negligent acts, errors or omissions, and those of his agents, or any party to whom CLIENT/OWNER is legally liable, and arising from the project that is subject to this agreement.

R. The CLIENT/OWNER hereby agrees that WGK's total aggregate liability to the CLIENT/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 this contract.

8. Total Agreement

A. This Agreement (consisting of pages 1 to 3 inclusive together with any expressly incorporated attachments), constitutes the entire agreement between Client/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 individuals listed below are authorized to sign this Agreement on behalf of the respective companies and therefore the parties hereto have executed this Agreement, on the day and year first above written.

CLIENT/OWNER:

_____
Richard Broome

ATTEST:

_____

Owner's address for giving formal notice:

_____

_____

WGK:
WILLIFORD, GEARHART & KNIGHT, INC

_____, P.E.
Principal

ATTEST:

_____
Administrative Assistant

WGK's address for giving formal notice:
P. O. Box 318
Clinton, Mississippi 39060

ENGINEERING FEE SCHEDULE

1. **General:** In accordance with the terms and conditions of this Agreement, the ENGINEER shall provide professional services for which the OWNER shall compensate the ENGINEER as set forth herein below.

2. **Fees:** As defined and as directed with compensation plus direct reimbursable expenses as set forth herein below:

BOARD APPROVED
MAY 0 2 2006
CITY OF CLINTON

   a. Basic Engineering shall be provided based on the following lump sum fee schedule:

Engineering Design/Assistance in Bidding -	$12,750.00
Construction Review -	$9,500.00

   b.. Additional Professional Services shall be provided on an hourly basis in accordance with the hourly rates set forth herein below. As described in the Proposal Letter/Scope of Work the work required to assist in items outside of the items of work stated shall be provided as additional services. These hourly rates shall apply to the services rendered herein, and shall be adjusted no less than annually following each calendar year.

PERSONNEL CLASSIFICATION	HOURLY RATE
Principal	$140
Senior Project Engineer	120
Project Engineer	95
Engineer Intern	80
Project Surveyor	95
Surveyor	75
Senior Engineering Assistant	85
Engineering Assistant	75
Surveying Assistant	60
Designer	70
Technician	55
Technician Assistant	30
Clerical	40
Construction Review	65
Project Coordinator	80
Party Chief	75
Crewman	20
Survey Party (Two Men)	95
Survey Party (Three Men)	115
Survey Party (Four Men)	135
CAD	15
GPS	25
RTK	50

   c. Cost of services of other professional consultants billed to the ENGINEER by the professional consultants for such services. These services shall include geotechnical, architectural, structural, mechanical and electrical consultants. These expenses shall be invoiced by the ENGINEER to the OWNER at cost.

3. **Reimbursable Expenses:** As defined herein below, shall be reimbursed to the ENGINEER at cost.

   a. Reimbursable expenses are in addition to compensation to the ENGINEER for Additional Services and include expenditures made by the ENGINEER, 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 the ENGINEER.

e. Expense of computer time including charges for the use or purchase of special hardware or proprietary software programs incident to the Project.

4. **Payments to the Engineer:** Shall be made by the OWNER to the ENGINEER 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 the ENGINEER's submittal of his monthly statement. Invoices for professional services rendered will be prepared in accordance with the ENGINEER's standard practices, and will be submitted to the OWNER by the ENGINEER on a monthly basis. Past due amounts owed to the ENGINEER 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 the ENGINEER on a timely basis.

b. If the OWNER fails to make monthly payments due to the ENGINEER, the ENGINEER may, after giving seven (7) days written notice to the OWNER, suspend services under this Agreement.

c. No deductions shall be made from the ENGINEER's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors.

d. If the Project is delayed or if the ENGINEER's services for the Project are delayed or suspended for more than three months for reasons beyond the ENGINEER's control, the ENGINEER may, after giving seven (7) days written notice to the OWNER, terminate this Agreement and the OWNER shall compensate the ENGINEER in accordance with the termination provision contained hereafter in this Agreement, or the ENGINEER shall be entitled to an adjustment of the amounts and rates of compensation specified herein, in addition to consideration for the expenses incurred by the ENGINEER in the suspension and/or reactivation of his services.

BOARD APPROVED

MAY 0 2 2006

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: May 2, 2006 AGENDA ITEM NO. 10.

CONSENT AGENDA: $ TO:

FOR:

ACCOUNT NO.:

INTRODUCED BY: Richard L. Broome, P.E.

DISCUSSION/ACTION: Agreed Order to resolve environmental issues with the Clinton POTW, Southside wastewater treatment facility.

INTRODUCED BY: Richard L. Broome, P.E.

BOARD ACTION: MOTION MADE BY: Brabham

SECONDED BY: Greer

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 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.

APR 12 2006

CITY OF CLINTON

COPY

STATE OF MISSISSIPPI
HALEY BARBOUR
GOVERNOR
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHARLES H. CHISOLM, EXECUTIVE DIRECTOR

BOARD APPROVED

MAY 02 2006

CITY OF CLINTON

April 10, 2006

CERTIFIED MAIL 70030500000088363029

Honorable Rosemary Aultman, Mayor
City of Clinton
PO Box 156
Clinton, Mississippi 39060

Dear Mayor Aultman:

Re: Clinton POTW, Southside
Hinds County
Water – NPDES MS0054992

Enclosed please find an Agreed Order that reflects our understanding of agreements reached in order to resolve certain environmental issues with the Clinton POTW, Southside wastewater treatment facility. If you concur with this Agreed Order, please sign as provided for and return it to me by April 21, 2006.

If you have any questions, please contact me at (601) 961-5588.

Sincerely,

Russell Lyons, P.E., Branch Chief
Municipal and Private Facilities Branch
Environmental Compliance and Enforcement Division

Enclosure

BOARD APPROVED

MAY 0 2 2006

CITY OF CLINTON

BEFORE THE MISSISSIPPI COMMISSION
ON ENVIRONMENTAL QUALITY

MISSISSIPPI COMMISSION ON
ENVIRONMENTAL QUALITY

COMPLAINANT

VS. ORDER NO. _____

THE CITY OF CLINTON
HINDS COUNTY

RESPONDENT

AGREED ORDER

COME NOW THE Mississippi Commission on Environmental Quality (Commission), acting through the staff and Executive Director of the Mississippi Department of Environmental Quality ("MDEQ"), Complainant, and the City of Clinton, Respondent, in the above captioned cause and agree as follows:

1.

The Complainant reviewed Respondent's Discharge Monitoring Reports for NPDES permit no. MS0054992. The effluent Total Recoverable Copper limitation was exceeded during the months of December 2005, and January – February 2006.

2.

In lieu of a formal enforcement hearing concerning the violations listed above, Complainant and Respondent agree to settle this matter as follows:

A. On or before June 15, 2006, Respondent shall submit a written plan to the Mississippi Department of Environmental Quality (MDEQ) for monitoring and evaluating the Total Recoverable Copper parameter to identify the source(s) that

are contributing to the violations of this parameter. This plan shall require clean sampling techniques for the collection and analysis of all effluent samples collected as part of the plan. At a minimum, the plan shall:

1. Contain a rationale and major focus of the chosen plan, including a schedule of implementation.
2. Contain a detailed description of the sampling locations and the sample frequencies.

B. On or before October 31, 2006, Respondent shall submit a written status report describing all progress to identify the source(s) that are contributing to the violations of the Total Recoverable Copper parameter.

C. On or before June 15, 2007, Respondent shall submit a final engineering report describing recommendations and conclusions, including all analytical results, to ultimately resolve and remedy the violation of the Total Recoverable Copper parameter. Respondent agrees to pay a stipulated penalty payable to Complainant, due immediately, in the amount of $5,000 if the report is not submitted on or before June 15, 2007. Respondent agrees to pay an additional stipulated penalty in the amount of $100 per day after June 15, 2007, that the report is not received. The final engineering report shall at a minimum address the following:

1. The cause(s) and/or source(s) of NPDES permit violations.
2. Viable options evaluated to return the facility to compliance with its NPDES permit requirements.
3. Cost analysis (including capital improvement and operational and maintenance costs) and time lines for each of the viable options evaluated to bring the wastewater treatment facility into compliance.
4. The basis for the selected option(s).

D. On or before September 30, 2008, Respondent shall comply with the Total Recoverable Copper limitation in its NPDES permit for three (3) consecutive calendar months. Respondent shall demonstrate compliance through the submission of Discharge Monitoring Reports. Respondent agrees to a stipulated penalty payable to Complainant, due immediately upon noncompliance, in the amount of $15,000 in the event that Respondent fails to document three consecutive calendar months of compliance prior to September 30, 2008.

3.

Until such time that Respondent demonstrates compliance with its NPDES permit limitations for Total Recoverable Copper as per paragraph 2.D. above, but no later than June 30, 2008, Respondent shall comply with an interim monthly average and maximum weekly average effluent limitation of 0.10 mg/l for Total Recoverable Copper. During the period that the interim limitations are applicable, Respondent agrees to pay to Complainant a stipulated penalty of $2500 for each violation of an interim limitation.

4.

Notwithstanding the provision by this Agreed Order for stipulated penalties to accrue in certain circumstances, the Commission reserves the right to conduct a separate enforcement action concerning any violation by Respondent of this Agreed Order or of the laws or regulations within the jurisdiction of the Commission. If the Commission conducts a separate enforcement action concerning a violation for which stipulated penalties are provided in this Agreed Order, the Commission will be deemed to have waived the right to collect stipulated penalties in lieu of the right to conduct the separate enforcement action. In that separate enforcement action, the Commission may seek penalties, injunctive relief, or other appropriate relief different from or in the excess of the amount of stipulated penalties included in this Agreed Order, up to and including the statutory maximum penalty.

5.

Nothing in this Agreed Order shall limit the rights of MDEQ or the Commission in the event Respondent fails to comply with this Agreed Order. The Agreed Order shall be strictly construed to apply to those matters expressly resolved herein.

6.

Nothing contained in this Agreed Order shall limit the rights of the Commission to take enforcement or other actions against Respondent for violations not addressed herein and for future violations of environmental laws, rules, and regulations.

7.

Respondent understands and acknowledges that it is entitled to an evidentiary hearing before the Commission pursuant to Miss. Code Ann. Section 49-17-31 (Rev. 2003), and that it has made an informed waiver of that right.

ORDERED, this the _____ day of _____, 2006.

MISSISSIPPI COMMISSION ON
ENVIRONMENTAL QUALITY

BY:_____
CHARLES H. CHISOLM
EXECUTIVE DIRECTOR
MISSISSIPPI DEPARTMENT
OF ENVIRONMENTAL QUALITY

AGREED, this the _____ day of _____, 2006.

BY: _____

TITLE: _____

STATE OF _____
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named _____ who first being duly sworn, did state upon his oath and acknowledge to me that he executed this Agreed Order.

SWORN AND SUBSCRIBED BEFORE ME, this the ___ day of _____, 2006.

_____
NOTARY PUBLIC

My Commission expires: _____

BOARD APPROVED

MAY 0 2 2006

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: May 2, 2006 AGENDA ITEM NO. 11.

CONSENT AGENDA: $ TO:

FOR:

ACCOUNT NO.:

INTRODUCED BY: Richard L. Broome, P.E.

DISCUSSION/ACTION: Change Order #3 for time extension for Public Works Facility

INTRODUCED BY: Richard L. Broome, P.E.

BOARD ACTION: MOTION MADE BY: Barnett

SECONDED BY: Brabham

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 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.

BOARD APPROVED

MAY 0 2 2006

CITY OF CLINTON

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:	**CHANGE ORDER NUMBER:** 003	OWNER: ☒
Clinton Public Works Public Works Complex Clinton, Mississippi	**DATE:** April 28, 2006	ARCHITECT: ☒ CONTRACTOR: ☒
TO CONTRACTOR *(Name and address)*:	**ARCHITECT'S PROJECT NUMBER:** 00130	FIELD: ☐
Benchmark Construction Corporation P.O. Box 31177 Jackson, Mississippi 39286-1177	**CONTRACT DATE:** November 15, 2004 **CONTRACT FOR:** General Construction	OTHER. ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Time extension for weather delays related to Hurricane Katrina, excessive rain and extreme cold weather.

The original Contract Sum was	$	2,862,000.00
The net change by previously authorized Change Orders	$	18,247.67
The Contract Sum prior to this Change Order was	$	2,880,247.67
The Contract Sum will be unchanged by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	2,880,247.00

The Contract Time will be increased by Fifty Five (55) days.
The date of Substantial Completion as of the date of this Change Order therefore is May 01, 2006

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

JH&H Architects Planners Interiors, P.A.	Benchmark Construction Corporation	City of Clinton
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
3760 I-55 North, Suite 200 Jackson, Mississippi 39211	P.O. Box 31177 Jackson, Mississippi 39286-1177	P.O. Box 156 Clinton, Mississippi 39060-0156
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
(Typed name)	*(Typed name)*	*(Typed name)*
DATE	**DATE**	**DATE**

AIA Document G701™ – 2001, Copyright © 1979, 1987, 2000 and 2001 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:48:39 on 04/28/2006 under Order No. 1000220274_1 which expires on 2/6/2007, and is not for resale.

04-28-06 01:00PM FROM-JH&H +1601-355-6200 T-512 P.02/17 F-888

BENCHMARK CONSTRUCTION CORPORATION

BOARD APPROVED

MAY 0 2 2006

CITY OF CLINTON

April 24, 2006

JH&H LTD
3760 I 55 North, Suite 200
Jackson, Ms 39212

Re: Clinton Public Works

Attn: Rick Williams

Benchmark Construction will not be requesting any additional days for adverse weather conditions for the month of April.

Sincerely,

Gary Chamblee
Project Manager

J H & H ARCHITECTS
APR 25 2006
RECEIVED

MISSISSIPPI 1867 Crane Ridge Dr., Suite 200-A, Jackson, MS 39216 • P.O. Box 31177 Jackson, MS 39286-1177 • Phone 601-362-6110 • Fax 601 362-9812
FLORIDA 316 S. Baylen Street, Suite 590, Pensacola, FL 32502 • P.O. Box 13163 Pensacola, FL 32591 • Phone 850-435-2570 • Fax 850-435-2576

04-28-06 01:00PM FROM-JH&H +1601-355-6200 T-512 P.03/17 F-888