

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: May 17, 2005

AGENDA ITEM NO. 7

CONSENT AGENDA:

BOARD APPROVED

TO:

MAY 17 2005

FOR:

CITY OF CLINTON

ACCOUNT NO:

DISCUSSION/ACTION: ^{40-HP} Lease-Purchase Financing on 2HP Tractors/Cutters with First

Continental Leasing in the amount of \$67,269.14

INTRODUCED BY: Wayne Derrick, City Clerk

BOARD ACTION:

MOTION MADE BY:

Touchton

SECONDED BY:

Lott

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

Hisaw

Greer

Brantley

Fisher

Touchton

Lott

Mayor Aultman

[Handwritten marks in the "AYE" column]

[Handwritten marks in the "NAY" column]

[Handwritten marks in the ACTION TAKEN column]

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.

FIRST CONTINENTAL LEASING*a division of BancorpSouth Bank**P. O. Box 15097**Hattiesburg, MS 39404-5097* **BOARD APPROVED***601-544-3252 - 800-222-1610 - FAX 800-322-1611*

April 20, 2005

MAY 17 2005**CITY OF CLINTON**

Sent via: Fax No. 601-925-4605

City of Clinton
P. O. Box 156
Clinton, MS 39060

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: First Continental Leasing, a
division of BancorpSouth Bank
2. Lessee: City of Clinton
3. Equipment Description: 2 HP Tractors/Cutters
4. Equipment Cost: \$67,269.14
5. Lease Term: 5 Years
6. Lease Payments: (These are approximate payment amounts. The actual payment
will be determined at funding date.)

60 Monthly payments of \$1,227.97
Payment in Arrears
7. Lease Rate: 3.64%
8. Funding Date: This proposal is contingent upon the equipment being delivered
and the lease funded prior to 6/30/2005. If the equipment is not
delivered and the lease funded prior to 6/30/2005, this proposal is
null and void. Any extension of the funding date must be in
writing.
9. Purchase Option: Title is passed to Lessee at lease expiration for no further consideration.
10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain
funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of
non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-
appropriation and Lessee's exercise of diligence to obtain funds.

11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**

12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.

13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.

14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.

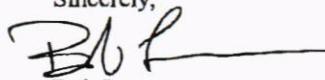
15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to First Continental Leasing. **The proposal is subject to approval by First Continental Leasing's Credit Committee and to mutually acceptable terms, conditions and documentation.**

This proposal expires as of the close of business on 5/15/2005. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Bob Lee at 1-800-222-1610.

Sincerely,



Bob Lee

Municipal Finance Manager

ACCEPTANCE

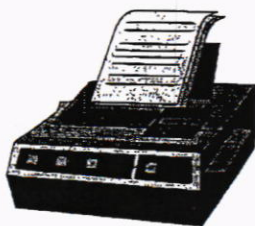
City of Clinton

By: Rosemary G. Auer Date: 5.19.05

FIRST CONTINENTAL
LEASING, a division of
BancorpSouth Bank

PO Box 15097, Hattiesburg, MS 39404-5097

302 2nd Avenue 39401

FAXDate: 4/20/05 /Time: _____Number of pages including cover sheet: 3

To:

Carol Wamen

Phone: _____

Fax phone: _____

CC: _____

From:

B. B. Lee

E-mail: _____

Phone: 800-222-1610 / 601-544-3252

Fax phone: 800-322-1611 / 601-545-1830

REMARKS:

☐ Urgent☒ For your review☐ Reply ASAP☐ Please comment

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BOARD APPROVED

MAY 17 2005

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: May 17, 2005

Agenda Item No. 8

CITY OF CLINTON

Consent Agenda: \$	To:
For:	Account No.

Discussion/Action: Final Plat approval and dedication of Improvements for the Prugon Development

Introduced by: Richard L. Broome, City Engineer Telephone No. 924-5462

Exhibits for Review:

Minutes: _____
Ordinance: _____
Resolution: _____

Invoice: _____ Other: Bid
Plans, Maps: _____
Contract: _____

Recommendation:

Board Action:

Motion made by: Lott

Seconded by: Brabham

Vote Cast:

"Aye":

"Nay":

Action Taken:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

Mayor Aultman

Agenda items must be turned in to the City Clerk with all attachments no later than 12 P.M. on the Wednesday preceding the Tuesday Board Meeting to be included on the Agenda. This deadline will be strictly enforced.

BOARD APPROVED

MAY 17 2005

CITY OF CLINTON

N. SIDNEY HARRER
D.B. 2212, PG. 412

PrüGON Properties, LLC,
A Mississippi Limited Liability Company
D.B. 5139, PG. 191
0.337AC.

Broadway Street
(Paved Public) (100' R.O.W.) Existing 'K' Water Main

EASEMENT DESCRIBED IN WARRANTY DEED
RECORDED AT DE 3704, PG. 686, AND
DE 3716, PG. 266, MISSISSIPPI COUNTY

MISSISSIPPI STATE
HUNTERY CHASSER
D.B. 3704, PG. 686
0.379AC.

NAN F. CARLSON (D/A INTEREST)
D.B. 3706, PG. 63
RENEE & CARLSON
D.B. 2216, PG. 694

CITY OF CLINTON
D.B. 3706, PG. 63
RENEE & CARLSON
D.B. 2216, PG. 694

PrüGON Properties, LLC,
A Mississippi Limited Liability Company
GUTCLAIR D.B. 5671, PGS. 678

POTTERS & A MISSISSIPPI
GENERAL PARTNERSHIP
DB 4406, PAGE 182

SPRINGRIDGE ROAD (VARIABLE WIDTH R.O.W.)

DELTA=14°02'34"
T=984.79'
R=1873.49'
L=491.38'
CB=86.15'
BGC=109°16'36"W

POINT OF BEGINNING
Reel W

HARRIS RD.
D.B. 5139, PG. 191
0.337AC.

CITY OF CLINTON
D.B. 3706, PG. 63
RENEE & CARLSON
D.B. 2216, PG. 694

Detention Pond
Max. Q Elev = 311.5'
Total Storage = 1.33 MG
311.5' Elevation

1" IRON PINS

647-658
678
191

OBSERVATION

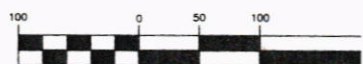
FLOOD ZONE "A3,B,C" ACCORDING
MAP, COMMUNITY PANEL NO.
AUGUST 17, 1981

ULTANTS, INC.
SURVEYORS - LAND SURVEYORS
P.O. BOX 1225
CLINTON, MISSISSIPPI 39224

MATHEMATICAL CLOSURE	
Course: S 00-35-31 W	Distance: 57.63
Course: S 87-45-47 W	Distance: 343.62
Course: S 52-54-31 W	Distance: 652.25
Course: N 37-21-23 W	Distance: 465.64
Arc Length: 407.26 Radius: 1572.40 Delta: 14-50-24	
Course: N 42-16-30 W	Distance: 6.72
Course: N 01-35-13 E	Distance: 193.84
Course: N 01-43-17 W	Distance: 49.24
Course: S 88-16-43 W	Distance: 1.11
Course: N 13-11-06 W	Distance: 80.94
Course: N 89-30-00 E	Distance: 17.20
Course: N 89-10-06 E	Distance: 338.28
Course: N 23-16-30 W	Distance: 209.10
Course: S 88-34-53 E	Distance: 88.44
Course: S 16-40-00 E	Distance: 191.50
Course: S 89-40-00 E	Distance: 260.00
Course: N 89-40-00 W	Distance: 260.00
Course: S 89-40-00 E	Distance: 260.00
Course: N 89-43-01 E	Distance: 784.96
Course: S 02-02-47 E	Distance: 506.38
Perimeter: 5174.11	
Area: 968328.26	
22.23 acres	



GRAPHIC SCALE



(IN FEET
1 inch = 100

GUEST CONSULTANTS, INC. DID NOT
THIS PROPERTY MAY BE SUBJECT TO

BOARD APPROVED

MAY 17 2005

CITY OF CLINTON

STONEGATE ASSOCIATES, LTD.
A CALIFORNIA LIMITED PARTNERSHIP
D.B. 5078, PG. 626

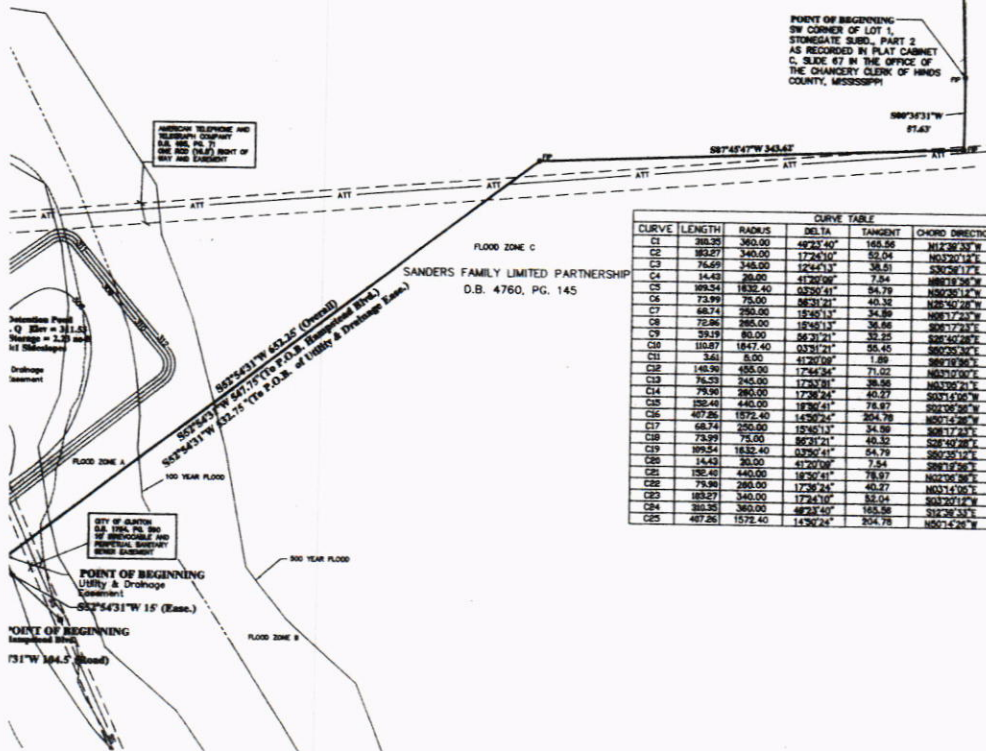
PRUGON PROPERTIES LLC
a Mississippi Limited Liability Company
OUTCLAIM D.B. 5593, PG. 547-558
OUTCLAIM D.B. 5571, PG. 578
OUTCLAIM D.B. 5139, PG. 191

22.23 ACRES±
(968,328 S.F.±)

FLOOD ZONE C

STONEGATE SUBDIVISION, PART 2
PLAT CABBET C, SLIDE 67

POINT OF BEGINNING
SW CORNER OF LOT 1,
STONEGATE SUBD., PART 2
AS RECORDED IN PLAT CABBET
C, SLIDE 67 IN THE OFFICE OF
THE CHANCERY CLERK OF HINDS
COUNTY, MISSISSIPPI



CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD DIRECTION	CHORD
C1	388.35	350.00	49°22'40"	165.55	N12°38'33"W	300.83
C2	183.97	345.00	17°25'30"	52.04	N10°20'14"E	102.87
C3	75.69	345.00	10°43'13"	35.51	S20°20'17"E	78.94
C4	14.43	25.00	41°20'00"	7.54	N88°18'26"W	14.12
C5	89.54	1635.40	03°20'41"	54.79	N50°20'14"W	106.52
C6	73.99	75.00	86°20'21"	40.32	N48°50'08"W	71.02
C7	66.74	250.00	15°30'13"	34.89	N88°17'33"E	66.52
C8	70.46	255.00	15°40'13"	36.86	S08°17'33"E	72.63
C9	33.15	65.00	86°20'21"	23.25	S28°40'28"E	56.82
C10	110.87	1847.40	03°10'21"	55.45	S60°20'30"E	110.80
C11	3.41	5.00	41°20'00"	1.89	S88°18'30"E	3.33
C12	145.96	655.00	17°44'24"	71.02	N62°10'00"E	140.34
C13	76.20	745.00	12°30'00"	38.36	N62°08'21"E	76.22
C14	79.90	280.00	17°30'24"	40.27	S03°15'00"E	79.98
C15	135.40	440.00	18°30'41"	78.97	S22°08'26"W	131.64
C16	407.86	1572.40	14°30'24"	204.78	N60°14'38"E	408.13
C17	68.74	250.00	15°30'13"	34.89	N88°17'33"E	66.52
C18	73.99	75.00	86°20'21"	40.32	S28°40'28"E	71.02
C19	89.54	1635.40	03°20'41"	54.79	S60°20'30"E	106.52
C20	14.43	25.00	41°20'00"	7.54	S88°18'30"E	14.12
C21	135.40	440.00	18°30'41"	78.97	N62°08'21"E	131.64
C22	79.90	280.00	17°30'24"	40.27	N03°15'00"E	79.98
C23	183.97	345.00	17°25'30"	52.04	S20°20'17"E	102.87
C24	35.35	360.00	49°22'40"	165.55	S12°38'33"E	300.83
C25	487.26	1572.40	14°30'24"	204.78	N60°14'38"E	408.13

LINE	LENGTH	BEARING
L1	15.00	S22°24'31"W
L2	0.95	S88°50'00"E
L3	9.22	WEST
L4	15.42	N88°10'04"E
L5	5.91	EAST
L6	13.85	N88°02'30"E
L7	15.00	N88°10'00"E
L8	6.72	N42°18'30"E
L9	1.11	S88°18'34"W
L10	6.81	S88°10'00"E
L11	9.22	EAST
L12	11.57	N88°10'00"E
L13	7.46	S88°10'00"E

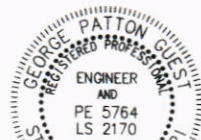


HIC SCALE



IN FEET)
1" = 100 ft.

I certify that the information on this
plat is thorough and accurate to the
best of my knowledge.



FINAL PLAT
PRUGON PROPEL

SITUATED IN THE
S 1/2, SECTION 29, N 1/2 SECT
T6N-R1W, CITY OF CLINTON
HINDS COUNTY, MISSISSIPPI

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD APPROVED

MAY 17 2005

Board Meeting Date: May 17, 2005

Agenda Item No. 10.

CITY OF CLINTON

Consent Agenda: For:	To:
* Account No. 330-215-604-0	

Discussion/Action: Amendment to Williford, Gearhart & Knight contract for Hampstead Blvd.	
Introduced by: Richard Broome	Telephone No. 924-5462

Exhibits for Review:

Minutes: _____
Ordinance: _____
Resolution: _____

Invoice: _____
Plans, Maps: _____
Contract: _____

Other: 1

Recommendation:

Board Action:

Motion made by: Brabham

Seconded by: Greer

Vote Cast:

"Aye":

"Nay":

Action Taken:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

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.

Amendment to Professional Services Agreement

Dated January 5th, 2001

By and Between the City of Clinton and
Williford, Gearhart & Knight, Inc.

BOARD APPROVED

MAY 17 2005

CITY OF CLINTON

As per the Agreement referenced, Williford, Gearhart & Knight, Inc. (WGK) has provided services outlined in SECTION 1.4 – Phase I – Planning and Preliminary Design for the frontage/loop road from Broadway Street to near WalMart at Highway 80, now known as Hampstead Boulevard. At this time the City of Clinton desires to proceed with Phase II – Final Design and Construction Administration of the project as outlined in SECTION 1.5 of the said Agreement. As required in SECTION 1.7 of the Agreement, the following provides a Scope of Work and cost breakdown for the services to be provided under Phase II of the project.

SECTION 1 – ENGINEER'S RESPONSIBILITIES

- 1.8 Phase II Scope of Work – The Engineer shall provide the surveying, geotechnical investigation (sub-consultant), final design, right of way plats and construction administration for the completion of the roadway known as Hampstead Boulevard. The work effort will be broken into two (2) phases, Phase II-1 encompassing the length of roadway from the end of the existing road at the Prugon property to the eastern boundary of the City owned property near the Entergy Electrical Transmission lines, approximately 0.75 miles in length; Phase II-2 will complete the project from the end of Phase I to the existing roadway just east of the WalMart, approximately another 0.75 miles. In addition to the roadway elements of the final design, the construction plans will include drainage utility improvements along and adjacent to the roadway alignments; sanitary sewer improvements along the roadway alignments; and water system improvements along the roadway alignments.

SECTION 3 – PERIOD OF SERVICE

- 3.4 As required in Section 3.2 of the original Agreement, the period for provision of professional services shall be amended to reflect performance of such in calendar year 2005, using the current hourly rates, a copy of which is attached.

SECTION 4 – COMPENSATION TO THE ENGINEER

Section 4.2 shall be amended as follows;

- 4.2 The Engineer shall provide the professional services outlined above in Section 1.8 for a lump sum cost, as follows:

Phase II-1

Geotechnical -	\$7,250
Design & ROW Surveying/Final Design -	\$164,800
Construction Administration -	<u>\$87,500</u>
Total Phase II-1	\$259,550

Phase II-2

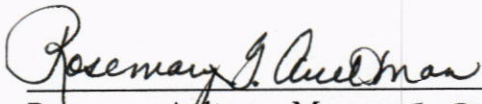
Geotechnical -	\$7,250
Design & ROW Surveying/Final Design -	\$167,000
Construction Administration -	<u>\$90,000</u>
Total Phase II-1	\$264,250

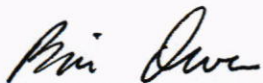
OWNER:

ENGINEER:

CITY OF CLINTON

WILLIFORD, GEARHART & KNIGHT, INC.


Rosemary Aultman, Mayor 5/19/05


Bill Owen, P.E., Principal

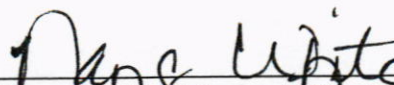
Date

5/10/05
Date

ATTEST:

ATTEST:


Wayne Derrick, City Clerk


Nancy White, Administrative Manager

January 5, 2005

Williford, Gearhart & Knight, Inc.
Post Office Box 318
Clinton, Mississippi 39060-0318

Attention: Mr. Bill Owen, P.E.

Re: Geotechnical Investigation
Proposed Hampstead Parkway
Clinton, Mississippi

Gentlemen:

GeoScience Engineers, LLC (GeoScience) is pleased to submit this proposal to provide geotechnical engineering services to Williford, Gearhart & Knight, Inc. (WGK) related to the design of the Proposed Hampstead Parkway that will extend from the eastern end of Hampstead Boulevard to a point on the east side of the existing WalMart Store in Clinton, Mississippi. This proposal was requested by Mr. Bill Owen, P.E. on December 30, 2004.

Project Description

Based on information provided by WGK, it is our understanding that the City of Clinton is planning the design and construction of a road that will connect Broadway Street with Hampstead Boulevard. This road has been referred to as Hampstead Parkway and will run from WalMart near US Highway 80 south toward the north right-of-way for Interstate 20. We understand that the preliminary alignment would extend in a northwest alignment parallel to the north right-of-way for Interstate 20 and terminate at Broadway Street. Further, WGK has indicated that the road would consist of three lanes and would have an overall length of about 8,000 feet. This alignment would also cross two drainage features that cross Interstate 20. We anticipate box culverts would be designed at these two locations.

Proposed Work Scope

The geotechnical investigation proposed for this project would include the following:

- a. Site reconnaissance: The site would be observed to document physical conditions pertinent to the geotechnical investigation.
- b. Soil Borings: A total of forty two soil borings would be drilled and sampled. The boring locations would be placed on a spacing of about 200 feet along the centerline. The boring program would consist of the following borings:

Proposed Boring Program		
Location	Undisturbed Sampling	Disturbed Sampling
Roadway	---	42 to 6 ft.
Box Culverts	2 to 25 ft.	---

During construction, subgrade soil conditions would be further evaluated at 42 locations using a dynamic cone penetrometer (DCP). Results of DCP soundings would be used to compute bearing ratios (CBR) for use in verifying the pavement designs.

- c. Laboratory Testing: The engineering properties of selected soil samples would be determined by means of geotechnical laboratory testing. Laboratory tests would include unconfined compression, consolidation, Atterberg limit and moisture content determinations.
- d. Engineering and Reporting: After review of field and laboratory data, engineering analyses would be performed and the findings of the investigation would be reported in an engineering report along with our conclusions and recommendations.

Procedures

GeoScience has developed standard procedures for soil borings associated with investigations of this type. Attachment A is provided to document these procedures.

Laboratory tests would be conducted to determine the soil shear strength, plasticity characteristics, and natural moisture contents of the soils encountered. These tests would be completed using recognized ASTM standards and procedures in our laboratory facility. Results of these laboratory tests would be included in the engineering report prepared for this project.

After the field and laboratory phases of this investigation have been completed, an engineering report would be prepared to present the results of this study. The engineering report would include graphical logs of the soil borings, results of all field and laboratory soils tests, generalized soils profiles along the roadway alignment, and other appropriate illustrations. Specifically, this engineering report would address soil conditions at the project site, recommended subgrade preparation, pavement recommendations, bearing capacity for box culverts, settlement at culverts, and other geotechnical issues related to this project.

Fees

An estimate of fees for this project has been developed using our standard fee schedule. Based upon the work scope and procedures stated herein and our understanding of the site conditions, we believe the cost of this investigation would be about \$14,500. This cost estimate assumes that the site is accessible with our field exploration equipment with only minimal difficulty.

The estimated cost for this investigation does not account for contingencies which might be encountered during the field investigation. These contingencies might include the need to deepen

some of the borings or to use special equipment to complete the borings. In the event that this special equipment becomes necessary or if unusual conditions requiring deeper borings were encountered, we would contact you to secure your approval prior to proceeding.

Schedule

The field investigation phase of this study could be initiated within about one week of your notice to proceed and would require about a week to complete. A completed engineering report could be submitted to you approximately three to four weeks after completion of the field investigation. Preliminary recommendations could be provided upon your request.

Contractual Considerations

In lieu of a more formal contract, this letter, Attachment A (Standard Procedures for Soil Borings) and Attachment B (General Conditions for Engineering Services) can be used as a written agreement of the work scope, schedule, and fees. This document is provided to you in duplicate. Please have the person responsible for payment sign and return an acknowledgment copy of this proposal for our files, or issue a purchase order reflecting its terms. Your verbal or written notice to proceed will indicate your acceptance of the estimated fee, proposed schedule and the attached General Conditions for Engineering Services.

We appreciate the opportunity to submit this proposal. If we can answer any questions or provide any additional information, please call on us.

Very Truly Yours,
GeoScience Engineers, LLC



Eugene G. Wardlaw, P.E.

EGW

Copies Submitted: 2

Attachments

q:\proposal\2005\Jan\Hampstead_Boulevard.wpd

Accepted By: _____

Date: _____

Attachment A
Standard Procedures for Soil Borings

The following paragraphs provide information regarding standard procedures utilized by GeoScience Engineers, LLC for soil borings associated with geotechnical investigations. Where applicable, references to ASTM procedures are made. These references provide more thorough explanation of procedures. In some cases ASTM procedures are modified to accommodate local conditions and practices. Field data collected and soil classifications are reported on the soil boring log.

Boring Advancement

Soil borings are advanced using rotary drilling methods. Auger procedures are used where possible to allow observation of groundwater. In unstable soils and below groundwater the borings are advanced using a rotary wash procedure to stabilize and to flush cuttings from the boring.

Groundwater Observations

During the advancement of soil borings, fluid levels in the borings are monitored to detect the presence of groundwater or subsurface seepage water. Observations are made in general accordance with ASTM D 4750. Typically, the depth that free water is originally encountered and the short term rise characteristics are noted. In some cases, long term levels are noted.

Soil Sampling - Auger Samples

Auger samples are collected as a cost-effective method to obtain samples for classification and moisture content determination purposes. Disturbed samples are obtained directly from the auger in general accordance with ASTM D 1452. The samples are classified in general accordance with ASTM D 2488 and placed in protective containers for return to the laboratory.

Soil Sampling - Undisturbed Samples

Representative undisturbed samples of cohesive and semi-cohesive soils are obtained by pushing a 3 inch outer diameter, Shelby tube sampler a distance of 2 feet into the soil in general accordance with ASTM D1587. The Shelby tube is removed from a boring, and the soil sample is extruded in the field. The extruded sample is classified in general accordance with ASTM D2488. A representative portion of the

undisturbed sample is selected and sealed with melted paraffin in a cylindrical cardboard container to minimize moisture loss and disturbance during transport to the laboratory. Another portion of the undisturbed sample is typically sealed a glass jar for minimization of moisture loss during transport to the laboratory.

Soil Sampling - Standard Penetration Test

Representative disturbed samples of cohesionless soils are obtained from borings by driving a two inch outer diameter, split-spoon sampler a distance of 18 inches into the soil with a 140-lb hammer falling a distance of 30 inches in general accordance with ASTM D 1586. The number of blows required to drive the sampler through the three, 6 inch penetration increments is recorded and the final two increments are summed and listed as the standard penetration resistance in blows per foot.

After the penetration test is performed, the split-spoon sampler is removed from the boring and the sample is classified in general accordance with ASTM D2488. A representative portion of the soil is sealed in a glass jar for minimization of moisture loss during transport to the laboratory. placed in a protective container for return to the laboratory and possible testing.

Boring Abandonment

Upon completion of the boring, the hole is sealed. The boring is typically sealed with bentonite pellets and soil cuttings. In some cases, the borings are sealed with a cement/bentonite slurry which is pumped into the boring. The sealing method is documented on the soil boring log.

Attachment B General Conditions for Engineering Services

Right of Entry

The Client will provide right-of-entry for GeoScience Engineers, LLC, herein referred to as Consultant, in order to complete the work. While all reasonable precautions will be taken by Consultant to minimize damage to the property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

Terms of Payment

Payment is due upon presentation of invoice and is past due 30 days from invoice date. Client agrees to pay a finance charge of 1.5% per month on past due accounts. If the invoice becomes 60 days past due, Consultant can turn the account over to an attorney for collection and Client will pay any and all fees associated with collection.

Disputes

In the event that a dispute should arise relating to the performance of the services to be provided under this Agreement, and should that dispute result in litigation, the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including but not limited to staff time, court costs, attorney's fees, expert fees, and other claim related expenses.

Variable Conditions

Subsurface conditions may vary from those encountered at the location where Consultant collects field data. Interpretations and recommendations are based solely on the data collected and the project information furnished to Consultant. Consultant will be responsible for those data, interpretations, and recommendations, but shall not be responsible for variations which are subsequently found to exist at the site.

The data collected, interpretations, and recommendations provided under this agreement are for the exclusive use of the Client or his authorized agent for specific application to the project as described by this proposal. Consultant will maintain no responsibility for use of the data, interpretations or opinions by others, or for any other project.

Standard of Care and Limitations of Liability

Services performed by Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by reputable members of the profession currently practicing under

similar conditions. No other warranty, expressed or implied, is made.

Consultant's liability to any parties arising from our professional acts, errors or omissions, will be limited such that Consultant's total aggregate liability to all those named shall not exceed twice our total fees for that project. In the event Client wishes to increase these liability limits, this request should be submitted in writing to Consultant.

Insurance

Consultant, its agents, staff and consultants employed are protected by workmen compensation insurance and maintain such coverage under public liability and property damage insurance policies which we deem to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, we agree to indemnify and save Client harmless from and against any loss, damage or liability arising from any negligent acts by us, our agents, staff and consultants employed by us. We shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance. We shall not be responsible for any loss, damage, or liability arising from any negligent acts by Client, its agents, staff and other consultants employed by it.

Document and Sample Control

In the event Consultant collects samples for our testing purposes, Consultant will retain all samples collected under this agreement for a period of at least 35 days after collection; however, samples remain property of the Client. At time of sample disposal, Consultant retains the right to return samples to Client for disposal should any hazardous substances be detected or suspected. Otherwise, upon completion of the retention period, Consultant will dispose of samples as normal solid waste to an authorized, permitted solid waste landfill.

Consultant will retain written correspondence to Client or other agencies on behalf of Client for a period of at least two years after correspondence initiation. Consultant retains the right to utilize the sample data, evaluations and other correspondence for our benefit on similar projects. In consideration of this right, Consultant agrees to maintain Client confidentiality without expressed consent of Client to the contrary.