CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JANUARY 5, 1999 - 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 Fisher followed by the Pledge of Allegiance to the Flag led by Alderman Touchton
ROLL CALL - City Clerk Nelson Byrd

Present: Jehu Brabham - Alderman-At-Large
Tony Hisaw - Alderman Ward 1
Rodney DePriest - Alderman Ward 2
Clint Brantley - Alderman Ward 3
Phil Fisher - Alderman Ward 4
Herb Touchton - Alderman Ward 5
Sharbert Lott - Alderman Ward 6
Ken Dreher - City Attorney
Nelson Byrd - City Clerk

APPROVAL OF CONSENT AGENDA ITEMS A-AA

MOTION made by Alderman Lott and **SECONDED** by Alderman Fisher to approve Consent Agenda Items A-AA listed on pages 913 of this Minute Book Z. Items C,D,E & F will serve to advertise favorably the opportunities, possibilities, and resources of the City of Clinton. Quotes listed in item L may be found in the office of the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF RESOLUTION FOR APPLICATION FOR 1999 CDBG FUNDS

MOTION made by Alderman DePriest and **SECONDED** by Alderman Brabham to approve that Resolution found on pages 915-916 of this Minute Book Z authorizing application for 1999 CDBG funds from the MS Dept. of Economic and Community Development by Urban Planning Consultants. **MOTION CARRIED 6-1, ALDERMAN FISHER VOTING NO**

APPROVAL OF FINAL PLATS 1A AND 1B FOR KIRKWOOD SUBDIVISION

Upon recommendation of City Engineer Richard Broome, **MOTION** made by Alderman Brantley and **SECONDED** by Alderman Touchton to approve Final Plat of Kirkwood Subdivision-Part 1A. **MOTION CARRIED UNANIMOUSLY**

Upon recommendation of City Engineer Richard Broome, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Fisher to approve Final Plat of Kirkwood Subdivision-Part 1B. **MOTION CARRIED UNANIMOUSLY**

BID REJECTED ON SPRINGRIDGE RD. AT CLINTON CENTER DR. IMPROVEMENTS

Upon recommendation of City Engineer Richard Broome that the only bid received on this project was excessive, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Fisher to reject the bid of Hemphill Construction Co. **MOTION CARRIED UNANIMOUSLY**. Bid tabulation, project manager letter, and proof of publication can be found on pages 917-919.

APPROVAL OF ENGINEERING SERVICES AGREEMENT ON CLINTON PARKWAY

An air of excitement filled the room as the Mayor announced, the City Engineer recommended approval, and **MOTION** was made by Alderman Fisher and **SECONDED** by Alderman Lott and **UNANIMOUSLY APPROVED** by the Board of Aldermen that a Contract for Engineering Services for THE CLINTON PARKWAY PROJECT be awarded to ABMB Engineers, Inc. contingent on MDOT and Federal Highway Administration approval. Said Contract can be found on pages 920-937 of this Minute Book Z.

APPROVAL OF AMENDMENT TO CLINTON-RAYMOND RD. INTERCHANGE PROJECT

Upon recommendation of City Engineer Richard Broome, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Hisaw to authorize the Mayor to execute Amendment No. 1 Agreement to the Memorandum of Understanding for the Clinton-Raymond Road Interchange Project found on pages 938-941 of this Minute Book Z. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF ENGINEERING DESIGN & PERMIT FOR WATER CONNECTION ACROSS I-20 WEST

Upon recommendation of City Engineer Richard Broome that a water system connection across I-20 West to the Lakeridge area would soon be needed to accommodate southwest growth of the City of Clinton, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham to approve proceeding with the engineering design and application for permit. Letter and opinion of probable cost of this future project prepared by WGK, Inc. can be found on pages 942-943 of this Minute Book Z. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF ENGINEERING DESIGN FOR UPGRADE OF HUNTER'S RIDGE SUBDIVISION PUMP STATION

Upon recommendation of City Engineer Richard Broome, **MOTION** made by Alderman Brantley and **SECONDED** by Alderman Brabham to proceed with the final engineering design for the Hunter's Ridge Subdivision Pump Station Upgrade to be paid for by the Developers of the area. Letter and opinion of probable costs prepared by WGK, Inc. can be found on pages 944-946 of this Minute Book Z. **MOTION CARRIED UNANIMOUSLY**

EXECUTIVE SESSION - LITIGATION

MOTION made by Alderman Fisher and **SECONDED** by Alderman Lott to consider entering Executive Session to discuss litigation. **MOTION CARRIED UNANIMOUSLY** **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Touchton at 7:33 p.m. to enter Executive Session for the stated matter. **MOTION CARRIED UNANIMOUSLY**

Present for the Executive Session were the Mayor, seven Aldermen, and City Attorney.

MOTION made by Alderman Touchton and **SECONDED** by Alderman Brabham to exit Executive Session at 8:27 p.m. **MOTION CARRIED UNANIMOUSLY**

CITY TO APPEAL CIRCUIT COURT DECISION

MOTION made by Alderman Brabham and **SECONDED** by Alderman Touchton to appeal that order No. 251-97-1481 CIV of the Circuit Court of the First Judicial District of Hinds County styled Hudson, Hudson, and Ogletree Vs. Mayor & Board of Alderman, City of Clinton, Mississippi, found on pages 947-948 of this Minute Book Z.. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 8:29 p.m.

MOTION made by Alderman Touchton and **SECONDED** by Alderman Hisaw to adjourn. **MOTION CARRIED UNANIMOUSLY**

Copy of Agenda can be found on pages 913-914 of this Minute Book Z.

APPROVED: Rosemary G. Aultman January 7, 1999
Rosemary G. Aultman, Mayor Date

ATTEST: Nelson Byrd January 7, 1999
Nelson Byrd, City Clerk Date

SEAL:

7.

RESOLUTION
AUTHORIZING PREPARATION AND SUBMITTAL OF AN APPLICATION FOR FUNDS FROM THE STATE OF MISSISSIPPI'S DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

WHEREAS, the Mississippi Department of Economic and Community Development, Division of Community Development has Community Development Block Grant (CDBG) funds available from its FY 1999 Program; and

WHEREAS, regulations governing the CDBG program allow the utilization of said funds to encourage private economic development including, but not limited to, construction of infrastructure improvements such as access roads, water, and sanitary sewer systems; and

WHEREAS, a certain company proposes to construct approximately 185,000 square feet of retail space in Clinton; and

WHEREAS, said facility is expected to employ at least 100 persons; and

WHEREAS, the Mayor and Aldermen of the City of Clinton desire to request CDBG Economic Development funds from the State of Mississippi in order to construct infrastructure improvements to serve said development; and

WHEREAS, the Mayor and Aldermen of the City of Clinton are vitally interested in encouraging economic development to create jobs and increase the City's ad valorem tax base; and

WHEREAS, the Mayor and Aldermen of the City of Clinton deem it to be in the best interests of the citizens of the City of Clinton to encourage economic development by seeking CDBG Economic Development funds to assist the said development.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Aldermen that:

1. Rosemary Aultman, Mayor in and of the City of Clinton, is hereby authorized to work with the City Aldermen and administrator to prepare, submit, and administer an application of FY 1999 CDBG Economic Development funds and any amendments thereto, to the State of Mississippi, Department of Economic and Community Development; and

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2. Rosemary Aultman, Mayor in and of the City of Clinton, is hereby authorized and directed submit an application for CDBG Economic Development funds, to publish any and all necessary notices of public hearings, and along with said application, all understandings and assurances contained therein and to provide such additional information as may be required; and

3. Rosemary Aultman, Mayor in and of the City of Clinton, is hereby authorized to execute any and all documents necessary and pertinent to the application; and

4. Rosemary Aultman, Mayor in and of the City of Clinton, is hereby authorized to execute a grant offer and any other documents necessary to the acceptance and implementation of the program should the project application be approved.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Alderman DEPRIEST, seconded by Alderman BRABHAM and was adopted by the following vote, to wit:

YEAS:	NAYS:
ALDERMAN BRABHAM	ALDERMAN FISHER
✓ HISAW	
✓ DEPRIEST	
✓ BRANTLEY	
✓ TOUCHTON	
✓ LOTT	

The Mayor thereby declared the motion carried and the Resolution adopted on this the 5TH day of JANUARY, 1999.

ATTEST:

Nelson Byrd
Nelson Byrd, City Clerk

ADOPTED:

Rosemary S. Aultman
Rosemary Aultman, Mayor

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Springridge Road at Clinton Center Drive Intersection Improvements, Bid Opening

BIDDER	BASE BID	ADD ALTERNATE	TOTAL BID
Clear River Construction	No Bid	No Bid	No Bid
Dickerson and Bowen	No Bid	No Bid	No Bid
Hemphill Construction Company	$122,850	$17,000	$139,850
APAC Mississippi, Inc.	No Bid	No Bid	No Bid
Superior Asphalt, Inc.	No Bid	No Bid	No Bid

I hereby certify that this is a true and accurate tabulation of bids received at 10:00 a.m. local time, Wednesday, October 7, 1998, in Clinton, Mississippi for Springridge Road at Clinton Center Drive Intersection Improvements in the city of Clinton.

By:

MS No.: 11047 Date: 10/16/98

TOTAL P.03

NEEL-SCHAFFER, INC.
ENGINEERS · PLANNERS
P.O. Box 22625 / 39225-2625
666 North Street, Suite 201 / 39202
Jackson, MS / (601) 948-3071
FAX: (601) 948-3178

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October 16, 1998
N-S Account No. 2-3226-01

Richard Broome, P.E.
City Engineer, City of Clinton
Post Office Box 156
Clinton, MS 39060

Dear Richard:

REFERENCE: SPRINGRIDGE ROAD AT CLINTON CENTER DRIVE
INTERSECTION IMPROVEMENTS, BID OPENING

This is to confirm receipt of bids for the above-referenced project on October 7, 1998. On the following page is a tabulation of the bids received.

Given that Hemphill Construction Company's total bid of $139,850 is almost $30,000 less than the low bid received in the first bid letting for this project, holding a subsequent bid obviously saved the city a significant amount of money; however, the total bid received in the second bid letting is still higher than this project should cost. Consequently, we are negotiating with Hemphill Construction Company to further reduce the project cost. We expect the negotiations to be complete and a final price determined within the next week. We suggest that the city of Clinton withhold awarding the contract until negotiations are complete.

Should you have any questions or comments, please do not hesitate to call me. We appreciate this opportunity to provide assistance to the city of Clinton.

Sincerely,

NEEL-SCHAFFER, INC.

Frank L. O'Keefe, Jr., P.E.
Project Manager

smh

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ADVERTISEMENT FOR BIDS

CITY OF CLINTON

Sealed bids will be received by the Mayor and Board of Aldermen in the office of the City Clerk, Clinton, Mississippi until 10:00 a.m., October 7, 1998 and shortly thereafter publicly opened and read for

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Proof of Publication

ADVERTISEMENT FOR BIDS

CITY OF CLINTON

Sealed bids will be received by the Mayor and Board of Aldermen in the office of the City Clerk, Clinton, Mississippi until 10:00 a.m., October 7, 1998 and shortly thereafter publicly opened and read for the construction of improvements in Clinton, Mississippi, known as Springridge Road at Clinton Center Drive.

The City of Clinton hereby notifies all bidders that it will affirmatively ensure that in my contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Plans and specifications are on file in the office of the City Clerk of Clinton and Neel-Schaffer, Inc. consultant.

Plans and bid proposals may be secured from Neel-Schaffer, Inc., P.O. Box 22625, 666 North Street, Suite 201, Jackson, Mississippi 39225-2625, upon payment of Fifty ($50.00) Dollars, which is not refundable.

Bid bond, signed or countersigned by Mississippi Resident Agent, with Power of Attorney attached, a Cashier's Check or Certified Check for five percent of bid, payable to the CITY OF CLINTON, MISSISSIPPI must accompany each proposal.

Bidder must agree to to commence work on or before a date to be specified in a written "Notice to Proceed" by the Owner and to fully complete the project within 45 working days thereafter. The "Notice to Proceed" will be issued within ten calendar days from the award of the contract. Bidder must also agree to pay as liquidated damages $184.00 per day for each calendar day after the 45 working days that work is not complete as specified in the contract documents.

Acceptance of the completed project is subject to a final review by the City of Clinton and the Mississippi Department of Transportation.

Bidders are hereby notified that award will not be made to any bidder submitting a proposal involving omissions or irregularities outlined in Section 102 of the 1990 Edition of the *Mississippi Standard Specifications*, or accompanied by letters qualifying the manner the conditions under which the proposal is tendered. The City of Clinton reserves the right to reject any and all bids.

Bidders must be qualified under Mississippi Law and present current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing the Bidders classification as to the value and type of construction on which the Bidders is authorized to bid. The Certificate of Responsibility number of the Bidder shall be placed on the outside of the sealed envelope containing the Bidder's proposal.

CITY OF CLINTON

By /s/ Nelson Byrd
Nelson Byrd, City Clerk

Approved by:

/s/ Rosemary G. Aultman
Rosemary G. Aultman, Mayor

September 8, 15, 1998

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Proof of Publication

The State of Mississippi

Hinds County

PROOF HERE

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

Shirley Mize

an authorized clerk of THE CLARION-LEDGER, a daily newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

		Dates of Publication:
Lines:	117	Tuesday, September 8, 1998
Words:	472	Tuesday, September 15, 1998
Issues:	2	
Total:	$109.84	

Signed

Shirley Mize

Authorized Clerk
of The Clarion-Ledger

l subscribed before me on

Marie Mills

Notary Public

on Expires:

TATE OF MISSISSIPPI AT LARGE.
ON EXPIRES: Nov. 8, 2000.
OTARY PUBLIC UNDERWRITERS.

(SEAL)

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1 of 3

CONTRACT FOR ENGINEERING SERVICES

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 1998 between ABMB Engineers, Inc., (hereinafter designated as the Engineer) and the City of Clinton, MISSISSIPPI (hereinafter designated as the LPA).

WITNESSETH THAT:

WHEREAS, the LPA desires to engage the Engineer to provide engineering services in connection with the Clinton Parkway Project, Federal Aid Project No. STP-7312(1);

NOW THEREFORE:

IT IS AGREED by and between the Engineer and the LPA as follows:

I. Consulting Engineering Services: The Engineer will furnish consulting services during construction of Federal Aid Project No. STP - 7312(1) for the City of Clinton, Hinds County, Mississippi, to include the following: construction engineering for the construction contract which shall be in accordance with the approved plans, specifications and contract documents, all of which are incorporated in and made a part of this AGREEMENT.

II. Engineering Administration: The engineering administration of the construction will be responsibility of the LPA, acting through the Engineer, and will be subject to inspection and approval of the Chief Engineer of the Mississippi Department of Transportation, (hereinafter designated as the DEPARTMENT), and of the Federal Highway Administration (FHWA) or their representatives.

III. Construction Engineering Services: Construction engineering services shall consist of all work involved from the contract stage, beginning the date of FHWA concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the DEPARTMENT, and shall include the following:

(a) Setting of all stakes to control the work, and resident project representation and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested by MDOT and certified as meeting the requirements of the approved plans and specifications in accordance with Federal-Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.

(b) The Engineer shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project diary as the official project record for each project showing the Constructor's daily operation; and the engineering daily activities by names, function performed and hours worked, and daily recorded weather conditions at site. He shall maintain records of Engineer's out-of-pocket cost plus additives for profit and overhead items. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period, and for three (3) years from the date of payment of the final estimate. These records, documents, and data shall be available for inspection by the LPA, DEPARTMENT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

(c) For work involved in items (a), (b) and (d), the LPA will pay to the Engineer monthly for work done the previous month an amount equal to the Engineer's out-of-pocket cost plus additives for profit and current overhead items (payroll, taxes, insurance, etc.) as provided for in Appendix "A" which is attached hereto and made part of this AGREEMENT. Monthly payments will be made on the basis of Certified Time Records. The maximum amount payable under this agreement shall be $489,214.00 including a fixed fee of $54,190.00 beyond which no funds will be authorized for payment without a Supplemental Agreement to this agreement. Each monthly billing will be reduced by five percent, which shall be retained until final acceptance of the project by MDOT and FHWA.

(d) The duties, responsibilities and limitations of authority of the resident project representative(s) are listed in Appendix B which is attached hereto and made a part of this agreement.

(e) The responsible Engineer employed by the City is John E. McKee, P.E., Mississippi Reg. No. 9688.

IV. Covenant Against Contingent Fees: The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of the making of this contract. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this contract price, or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brockerage fee, gift or other contingent fee.

V. Ownership of Documents: All project documents, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service are to

become the property of the LPA. During the performance of the engineering services herein provided for. the Engineer shall be responsible for any loss or damage to the documents herein enumerated while they are in his possession, and any such loss or damage shall be restored at his expense.

VI. Changes in Work: A Supplemental Agreement may be entered into between the LPA and the Engineer to increase the maximum amount payable under this contract for additional labor costs and expenses, provided there is a change in scope, character or complexity of the work to be performed. This supplemental Agreement must be approved by the Department and the Federal Highway Administration prior to the performance of the additional work by the Engineer for which reimbursement will be requested.

VII. Delays and Extensions: Engineering services shall be performed on a reasonable schedule for both the construction contract and for the preparation of reports and estimates and final documents. Approval of a delay of the submission must be requested by letter through the Department, giving reasons for the request and the approximate date proposed for submission of that data.

VIII. Termination of Suspension: The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the LPA and all payments required to be made to the Engineer have been made; but this contract may be terminated under any or all of the following conditions:

(a) By mutual agreement and consent of the parties hereto.

(b) By the LPA as a consequence of the failure of the Engineer to comply with the terms, progress or quality of work in a satisfactory manner. Proper allowance will be made for circumstances beyond the control of the Engineer.

(c) By either party upon failure of the other party to fulfill its obligations as set forth in this contract.

(d) By the LPA due to the departure for whatever reason of any principal member or members of the Engineering firm.

(e) By satisfactory completion of all services and obligations described herein.

(f) By the LPA by giving thirty (30) days notice to the Engineer in writing and paying fees which both parties, the Department and FHWA agree are due for completed work.

If termination is made by the LPA under Condition (f) after work has started, the Engineer will be paid for actual services rendered on the basis of their certified and itemized direct payroll cost plus the applicable percentage rates to cover payroll and overhead costs plus direct costs; however, the fixed fee will be adjusted to allow the same percentage of the

original agreed upon fixed fee that the amount earned is of the original estimated cost of the work.

Upon termination, the Engineer shall deliver to the LPA all documents specified in Section V and the LPA shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date. Should the CITY desire to suspend the work but not definitely terminate the contract, this may be done by thirty (30) days notice in writing to that effect.

IX. Disputes and Law Violations: Any disputes will be mediated by LPA and Engineer and concurred in by the DEPARTMENT. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

X. Responsibilities for Claims and Liability: The Engineer will indemnify and save harmless the LPA and the DEPARTMENT, its officers and employees from or occasioned by, and act of or omission of the Engineer, his employees, agents or servants, resulting in bodily injury, property damage or death of any party.

XI. Subletting, Assignment or Transfer of Work: The Engineer is expressly prohibited from subletting, assigning or transferring any part of these engineering services, other than the testing of materials, to any other person, firm or engineering consultant unless prior approval is given by the CITY, the DEPARTMENT and the Federal Highway Administration.

XII. Federal Provisions: See Appendix C, which is hereby made a part of this agreement.

XIII. Energy Conservation: The Engineer warrants that he will conduct his office and field operations in an energy efficient manner in compliance with the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-165).

XIV. Time of Performance: The construction engineering services of the Engineer shall start with the date of FHWA concurrence in the award of the construction contract by the LPA, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. The services of the Engineer are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the Engineer's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. When it becomes evident to the LPA that the maximum amount payable under Section III (c) will be depleted due to the need for more man-hours of work than estimated, a Supplemental Agreement will be processed to provide for reimbursement to the Engineer for out-of-pocket expense including overhead costs as provided for in Appendix A. The need for an adjustment in the fixed fee will be determined and made a part of the Supplemental Agreement if appropriate. This Supplemental Agreement must be approved by the DEPARTMENT and the Federal Highway Administration prior to the performance of additional work by the Engineer for which additional reimbursement will be requested. The estimated fees in Appendix A are

based on the initial construction time estimate as included in the contract documents. If the construction time extends beyond the contract time, through no fault of the Engineer, the LPA agrees to pay the Engineer for the construction engineering services to complete the project with or without federal participation, subject to approval by MDOT and FHWA.

XV. Limitation of "Engineer's Services": It is understood that the Construction Engineering Services and Resident Project Representative furnished by the Engineer under this agreement will endeavor to protect the LPA against defects and deficiencies in the work of the contractor but the Engineer does not guarantee the contractor's performance, nor assume any duty to supervise construction and safety procedures followed by any contractor or subcontractor, nor the LPA in the case of force account work performed directly by the LPA or their respective employees or by any other person, nor for any public liability for property damage caused through acts of the contractor, subcontractor, the LPA and/or their employees or any other person.

XVI. Successors and Assigns: The LPA and the Engineer each binds himself, his partners, successors, administrators and assigns to the other party to this AGREEMENT, and to the partners, successors, executors, administrators and assigns of each other party in respect of all of covenants of this AGREEMENT.

The LPA and Engineer hereby agree to full performance of the covenants contained herein and it is understood that the work under this agreement is not eligible for Federal aid participation until approved by the DEPARTMENT and the Federal Highway Administration.

IN WITNESS WHEREOF, they have executed this AGREEMENT the day and year first mentioned.

CITY OF CLINTON, MISSISSIPPI

BY: _____
MAYOR

DATE:_____

RECOMMEND FOR APPROVAL:

_____
Chief Engineer
MISSISSIPPI DOT

DATE:_____

ABMB ENGINEERS, INC.

BY:_____
PRESIDENT

DATE:_____

APPROVED:

_____
Executive Director
MISSISSIPPI DEPARTMENT
OF TRANSPORTATION

DATE:_____

APPROVED: FEDERAL HIGHWAY ADMINISTRATION:

_____

DATE:_____

Project No.: STP-7312(2)

County: HINDS

Certification for Federal-Aid Contracts

The prospective participant certified, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence and officer or employee of any Federal Agency, a member of congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certificate is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all their subcontracts, which exceed $100,000.00 and that all such subrecipients shall certify and disclose accordingly.

_____ By: _____

Date ABMB Engineers, Inc.

FEDERAL-AID URBAN PROJECT: STP-7312(2)

STATE OF MISSISSIPPI
HINDS COUNTY
CITY OF Clinton, MS.

CERTIFICATION OF Engineer

I hereby certify that I am an officer and duly authorized representative of the firm of ABMB Engineers, Inc., whose address is 401 East Capitol St., Suite 400, Jackson, MS 39201, and that neither I nor the above firm I hereby represent has:

(a) employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying our the contract; or

(c) paid or agreed to pay to any firm, organization, or person (other than a bonafide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Mississippi State Highway Department and the Federal Highway Administration of the United States in connection with the contract involving participation of Federal Aid Urban Funds and is subject to applicable state and federal laws, both criminal and civil.

_____ By:_____
Date ABMB Engineers, Inc.

FEDERAL URBAN PROJECT NO. STP-7312(1)

STATE OF MISSISSIPPI
HINDS COUNTY
CITY OF Clinton

CERTIFICATION OF LOCAL JURISDICTION

I hereby certify that I am the Mayor of the City of Clinton, Mississippi and that the ENGINEER or his representatives has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

(a) employ or retain, or agree to employ or retain, any firm or person or;

(b) pay, or agree to pay any, to any firm or person, or organization any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Mississippi State Highway Department and to the Federal Highway Administration in connection with the contract involving participation of Federal Aid Urban Funds, and is subject to applicable state and federal laws, both criminal and civil.

_____ _____

Date Mayor

APPENDIX "A" Page 1
AGREEMENT FOR ENGINEERING SERVICES
FEDERAL-AID PROJECT STP-7312(2)
CITY OF CLINTON, HINDS COUNTY

ESTIMATED CONSTRUCTION ENGINEERING COSTS

Classification	Basic Hourly Rate *	Other Payroll Costs **	Other Overhead ***	Total Overhead	Total Hourly Rate	Estimated Number of Hours	Estimated Cost
Principal Engineer	$39.00			$57.99	$96.99	150	$14,548
Project Engineer	$33.60			$49.96	$83.56	1,100	$91,916
Technician	$17.50			$26.02	$43.52	110	$4,787
Inspector	$18.00			$26.76	$44.76	5,200	$232,752
Secretary	$13.29			$19.76	$33.05	200	$6,610
Survey Party, 3 Man	$33.04			$49.12	$82.16	100	$8,216
Survey Party, 2 Man							
Registered Land Surveyor	$24.48			$36.40	$60.88	40	$2,435

SUBTOTAL LABOR COST	$361,264
Fixed Fee	$54,190
Direct Expenses	$3,500
Direct Expenses-Subconsultants [Neel Schaffer-$49,718.60, Weatherford McDade-$9,541.46]	$59,260
Estimated Travel Milage of 25,000 miles @ $0.32 per mile	$8,000
Meals and Lodging	$0
Other Expenses {Reproductions, etc.}	$3,000
TOTAL CONSTRUCTION ENGINEERING COST	$489,214
10% Engineering Contingencies	$0
Commercial Testing laboratory Expense(Only if Federal-Aid Participating)	$0
TOTAL CONSTRUCTION ENGINEERING COST	$489,214

Notes:
* Basic hourly rate is direct salary rate. Hourly basic rate does not include any premium or overhead costs nor are premium or overhead costs included in other payroll cost or overhead.
** See attached form of percentages added for "other payroll costs" and "overhead".
*** Keep a daily record of miles traveled and places visited to support milage reimbursement.
Sustenance Records: Secure receipts for meals and lodging and submit for reimbursement.

APPENDIX B
A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE.

The ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist the ENGINEER in inspecting performance of the Work of the Contractor. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the RPR and assistants, the ENGINEER shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the ENGINEER responsible for or guarantee the CONTRACTOR'S performance, nor assume any duty to supervise construction and safety procedures followed by the CONTRACTOR or subcontractors. The duties and responsibilities of the RPR are limited to those of the ENGINEER in the ENGINEER'S agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

A. General

The RPR is the ENGINEER'S agent at the site, will act as directed by and under the supervision of the ENGINEER, and will confer with the ENGINEER regarding RPR's actions. The RPR's dealings in matters pertaining to the on-site work shall in general be with the ENGINEER and CONTRACTOR, keeping the LPA advised as necessary. The RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The RPR shall generally communicate with the LPA with the knowledge of and under the direction of the ENGINEER.

B. Duties and Responsibilities of the RPR

1. Schedules:
   Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the ENGINEER concerning acceptability.

2. Conferences and Meetings:
   Attend meetings with the CONTRACTOR, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:
   a. Serve as the ENGINEER'S liaison with the CONTRACTOR, working principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR'S operations affect the LPA's on-site operations.

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b. Assist in obtaining from the LPA additional details or information when required for proper execution of the Work.

4. Shop Drawings and Samples:
   a. Record the date of receipt of Shop Drawings and samples.
   b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the ENGINEER of availability of samples for examination.
   c. Advise the ENGINEER and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the ENGINEER.

5. Review of the Work, Rejection of Defective Work, Inspections and Tests:
   a. Conduct on-site observations of the Work in progress to assist the ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
   b. Report to the ENGINEER whenever the RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the ENGINEER of Work that the RPR believes should be corrected or rejected for should be uncovered for observation, or requires special testing, inspection or approval.
   c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
   d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the ENGINEER.

6. Interpretation of Contract Documents:
   Report to the ENGINEER when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the ENGINEER.

7. Modifications:
   Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with the RPR's recommendations to the ENGINEER. Transmit to the CONTRACTOR decisions as issued by the ENGINEER.

8. Records:
   a. Maintain at job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract

Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER'S clarification and interpretations of the Contract Documents, progress reports, and other project related documents.

b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the ENGINEER.

c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports:

a. Furnish the ENGINEER periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of shop Drawing and sample submittals.

b. Consult with the ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the ENGINEER.

d. Report immediately to the ENGINEER and to the LPA upon the occupance of any accident.

10. Payment Requests:

Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward with the RPR's recommendations to the ENGINEER, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials And equipment delivered to the site but not incorporated in the Work.

11. Certificates, Maintenance an Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the ENGINEER for review and forwarding to the LPA prior to final payment for the Work.

12. Completion:

a. Before the ENGINEER issues a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.

b. Conduct a final inspection in the company of the ENGINEER, the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.

c. Observe that all items on the final list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance.

C. Limitations of Authority

The Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the ENGINEER.

2. Shall not exceed the limitations of the ENGINEER'S authority as set forth in the Contract Documents.

3. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR'S superintendent

4. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advise or directions are specifically required by the Contract Documents.

5. Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.

6. Shall not accept Shop Drawing or sample submittals from anyone other than the Contractor.

7. Shall not authorize the LPA to occupy the Project in whole or in part.

8. Shall not participate in specialized field or laboratory tests or inspections conducted by other except as specifically authorized by ENGINEER.

APPENDIX C

The following required contract provisions shall apply to this CONTRACT and AGREEMENT:

I. CIVIL RIGHTS ACT - The CONSULTANT will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21.

1. The CONSULTANT agrees to comply: All contracts and subgrants in excess of $10,000 shall include provisions for compliance with Executive Order No. 11246, entitled, "Equal Employment Opportunity," as supplemented in Department of Labor Regulations (41 CFR, Part 60). Each contractor or subgrantee shall be required to have an affirmative action plan which declares that it does not discriminate on the basis of race, color, religion, creed, national origin, sex, and age and which specifies goals and target dates to assure the implementation of that plan. The grantee shall establish procedures to assure compliance with this requirement by contractors or subgrantees and to assure that suspected or reported violations are promptly investigated.

2. The CONSULTANT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended by 49 CFR 21 through Appendix C and 23 CFR 710.405 (b).

3. Pursuant to Section 23.43 of 49 CFR Part 23, the following statements regarding disadvantaged business enterprises are included in, and made a part of this CONTRACT and AGREEMENT:

A. (1.) "Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises are defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with he Federal funds under this agreement. Consequently the DBE requirements of 49 CFR part 23 apply to this statement.

(2.) "DBE" Obligation. The DEPARTMENT and the CONSULTANT agrees to ensure that disadvantaged business enterprises as defined in 49 CFR 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under the AGREEMENT. In this regard the DEPARTMENT and the CONSULTANT shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have

the maximum opportunity to compete for and perform contracts. The DEPARTMENT and the CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts."

B. The DEPARTMENT shall advise the CONSULTANT that failure to carry out the requirements set forth in §23.43(a) shall constitute a breach of contract and, after the notification of the DOT, may result in termination of the contract by the DEPARTMENT or such remedy as the DEPARTMENT deems appropriate.

II. CONSTRUCTION ENGINEERING SERVICES - In accordance with 23 CFR 1204, Supp. D, Paragraphs e., f., and g., Attachment O and 49 CFR Part 18C, Paragraphs 12 and 13:

A. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The grantee shall report all suspected or reported violations to the grantor agency.

B. When required by the Federal grant program legislation, all construction contracts awarded by grantees and subgrantees in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week. The grantee shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The grantee shall report all suspected or reported violations to the grantor agency.

C. Where applicable, all contracts awarded by grantees and subgrantees in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard workday or work week is permissible provided that the worker is

compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinary available on the open market, or contracts for transportation or transmission of intelligence.

D. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and subgrants of amounts in excess of $10,000).

E. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS Certification in accordance with 49 CFR Part 29, Subpart E, Section 29.510, Appendix A:

(A) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A (2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

(B) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

12.

AMENDMENT NUMBER 1
AGREEMENT

MEMORANDUM OF UNDERSTANDING

This Amendment Number 1 (Amendment), dated as of _____ Day of _____, 1999 to the Memorandum of Understanding (Memorandum) executed on March 12, 1998 by and between the Mississippi Department of Transportation (acting for and on behalf of the Mississippi Transportation Commission), and the City of Clinton, Mississippi (The "Political Subdivision").

WITNESSETH:

WHEREAS, the Political Subdivision has requested the MDOT to proceed with acquisition of the remaining right-of-way necessary to reconstruct the interchange, Clinton-Raymond Road and US 80 under the terms of the Memorandum, and

WHEREAS, the MDOT agrees to proceed as requested by the Political Subdivision by modifying Exhibit "A" of the Memorandum, and

WHEREAS, the MDOT agrees to prepare plans necessary to identify the remaining right of way to be acquired by amending Section 2 A 6, and

WHEREAS, the Political Subdivision agrees to administer the right-of-way services for the remainder of the project, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the parties hereto intending to be legally bound hereby and in consideration of the mutual covenants contained and agreed to in the original Memorandum and as hereinafter amended by this Amendment Number 1 of the following:

SECTION 2.

A 6. Preparation of design plans necessary to identify the remaining right of way necessary to reconstruct the interchange, Clinton-Raymond Road and US 80.

A7. Preparation of FEMA Letter of Map Revision (LOMR)

EXHIBIT A TO MEMORANDUM OF UNDERSTANDING.

Item 1) No change.
2) No change.
3) No change
4) No change

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5) Preparation of design plans by the MDOT to identify the remaining right -of-way necessary to reconstruct the interchange, Clinton-Raymond Road and US 80.

6) Administration of the right-of-way services for the remainder of the project under Section 2 B 3 and preparation of the LOMR under Section 2 A 7.

7) Reimbursement by the MDOT to the Political Subdivision for providing the remaining right-of-way services and preparation of the LOMR for the remainder of the project as defined in the Memorandum.

The design plans and specifications for the Project following review and approval thereof by the parties hereto shall be substituted for Items 1) through 5) of this Exhibit and shall thereupon constitute the Project. In the event of any conflicts between the description of the Project set forth in Items 1) through 5) of this Exhibit and the approved final design plans and specifications, the approved final design plans and specifications shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 1 on the date first mentioned above.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

By: _____

Title: Executive Director

Book: _____ **Page** _____

CITY OF CLINTON, MISSISSIPPI

By: Rosemary D. Quattman

Title: Mayor

Book: 2 **Page** 939

Attest: Nelson Byrd
City Clerk

ACKNOWLEDGMENT OF MDOT

STATE OF MISSISSIPPI)
)ss:
COUNTY OF HINDS)

Personally appeared before me, the undersigned notary public in and for the jurisdiction aforesaid, the within named _____, to me known, who acknowledged he is the _____, of the Mississippi Department of Transportation, ("MDOT") and that for and on behalf of MDOT and as its act and deed, he signed and delivered the foregoing instrument as of the date therein mentioned with actual execution on the date of this acknowledgment, after having been first authorized by MDOT so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this _____ day of _____, 1999.

_____
Notary Public

My Commission Expires:

_____

[SEAL]

ACKNOWLEDGMENT OF POLITICAL SUBDIVISION

STATE OF MISSISSIPPI)
)ss:
COUNTY OF HINDS)

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Rosemary Aultman and Nelson Byrd, to me known, who acknowledged they are the Mayor and City Clerk, respectively of the City of Clinton, Mississippi, and that for and on behalf of said City and as its act and deed, they signed and delivered the above and foregoing instrument, as of the date therein mentioned with actual execution on the date of this acknowledgment, after first having been duly authorized by said City so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 6th day of January, 1999.

Denise B. Gable
Notary Public

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 27, 2000
BONDED THRU STEGALL NOTARY SERVICE

[SEAL]

WILLIFORD, GEARHART & KNIGHT, INC.
ENGINEERS & SURVEYORS

PRINCIPALS
Charles H. Williford, P.E., P.L.S.
Gregory A. Gearhart, P.E.
Jeffery T. Knight, P.E.
Billy W. Owen, P.E.

ASSOCIATES
Lynn Wolfe, P.E.
Mike McKenzie, P.E.

November 2, 1998

Richard Broome, P. E.
City Engineer
City of Clinton
P. O. Box 156
Clinton, MS 39056

RE: City of Clinton
I-20 West Water System Connection
WGK #98-322

Dear Richard:

Per your request, we have evaluated the improvements that would need to be constructed to connect the Lakeridge area to the Industrial Park water system, including a crossing of Interstate 20 with the water main. A takeoff of the work items and associated projected costs is attached for your review, along with an exhibit of the proposed pipes and valves.

You'll notice that we are calling for a 16-inch water main across the Interstate. Fornea Boring Service gave us costs for installing casings which would accommodate 12-inch pipe through 16-inch pipe. A 24-inch casing would be required to accommodate 14-inch or 16-inch pipe, with an 18-inch casing required for a 12-inch water main. The 24-inch casing would cost only 6 percent more than the smaller casing and so we recommend installing the larger casing and pipe.

You'll also notice that we have included a "mobilization" line item. We would not actually include this item on the Bid Form, however due to the limited scope of the project and the large percentage that would be performed by a subcontractor, we expect to see these costs included somewhere in the unit prices, and therefore we are including it in the estimate.

The Water Master Plan budget for this item was $125,000.

Thank you for this opportunity to provide this proposal. Should you have any questions or need any additional information, please do not hesitate to call.

Sincerely,

WILLIFORD, GEARHART & KNIGHT, INC.

Gregory A. Gearhart, P. E.

GAG/sdh

Attachment

RECEIVED
NOV - 3 1998
CITY OF CLINTON
ENGINEER DEPARTMENT

P.O. Box 318 • 204 West Leake Street • Clinton, Mississippi 39060 • 601.925.4444 • Fax 601.924.6708

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OPINION OF PROBABLE PROJECT COST
CITY OF CLINTON
INTERSTATE 20 WATER MAIN CROSSING
PREPARED BY WILLIFORD, GEARHART & KNIGHT, INC.
OCTOBER, 1998

Description	Qty.	Unit	Unit Cost	Total Cost
24" Casing Bore and Jack	LF	380	102.00	$38,760.00
16" Dip Water Main	LF	550	25.00	$13,750.00
Connection to Existing	EA	2	1,000.00	$2,000.00
8" GV with Box	EA	2	600.00	$1,200.00
10" GV with Box	EA	2	1,000.00	$2,000.00
16" x 10" DIP Cross	EA	1	1,250.00	$1,250.00
16" Plug	EA	2	400.00	$800.00
16" GV with Box	EA	2	3,500.00	$7,000.00
16" x 8" DIP Cross	EA	1	1,250.00	$1,250.00
Fire Hydrants with Tee + 6" GV	EA	2	1,750.00	$3,500.00
Mobilization	EA	1	7,000.00	$7,000.00
Estimated Construction Cost				**$78,510.00**
10% Contingencies				$7,850.00
Design at 9.25%				$7,260.00 ✓
Survey and Permit				$1,200.00
Construction Administration at 3.0%				$2,350.00
Total				**$97,170.00**

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WILLIFORD, GEARHART & KNIGHT, INC.
ENGINEERS & SURVEYORS

PRINCIPALS
Charles H. Williford, P.E., P.L.S.
Gregory A. Gearhart, P.E.
Jeffery T. Knight, P.E.
Billy W. Owen, P.E.

ASSOCIATES
Lynn Wolfe, P.E.
Mike McKenzie, P.E.

November 6, 1998

Mr. Richard Broome
City Engineer
City of Clinton
P. O. Box 156
Clinton, Mississippi 39060

Re: City of Clinton
Sewer Master Plan Phase II
WGK #97-207

Dear Richard:

We have reviewed the recommendations contained in our August 1997 report for increasing the capacity of the pump station/force main systems serving the Clinton High School, Hunter's Ridge, Cedar Grove and Indian Trails developments, and have prepared a cost proposal for providing the engineering and surveying services required to accomplish the upgrades. The required services include the following:

1. Design of a pump system upgrade for the Hunter's Ridge pump station, and pump modifications at the High School pump station.

2. Survey and design of a 10-inch force main from the Hunter's Ridge pump station to Arrow Drive.

3. Preparation of an easement plat and description for said force main.

4. Preparation of construction plans, specifications and contract documents for the pump station modifications, force main, connections to the existing force mains, and construction of additional wet-well storage (if required).

5. Construction administration and construction review services.

We have enclosed a copy of the 1997 report including an updated construction cost estimate, which has also been updated to reflect the proposed indirect charges.

P.O. Box 318 • 204 West Leake Street • Clinton, Mississippi 39060 • 601.925.4444 • Fax 601.924.6708

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Should you have any questions or need any additional information, please do not hesitate to call. Thank you for this opportunity to be of assistance.

Sincerely,

WILLIFORD, GEARHART & KNIGHT, INC.

Gregory A. Gearhart, P. E.
Principal

GAG/sdh

Enclosure

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EXHIBIT I - 3

CITY OF CLINTON, MISSISSIPPI
SEWER MASTER PLAN - PHASE II
UPDATED NOVEMBER 1998

OPINION OF PROBABLE PROJECT COSTS
SANITARY SEWER FORCE MAIN - SHORT TERM PLAN

ITEM NUMBER	ITEM DESCRIPTION	PLANNING QUANTITY	UNITS	UNIT COSTS	TOTAL COST
1	NEW 320 GPM PUMPS & NEW WET WELL	1	L.S.	$45,000	$45,000
2	10" FORCE MAIN	1500	L.F.	$10	$15,000
3	14" BORE WITH DIP	150	L.F.	$45	$6,750
4	AIR VACUUM RELEASE VALVE	1	EA.	$2,500	$2,500
	OPINION OF PROBABLE PROJECT CONSTRUCTION COSTS				$69,250
	CONTINGENCIES				$6,925
	DESIGN/CONSTRUCTION ENGINEERING				$10,560
	DESIGN SURVEYING				$1,300
	EASEMENT SURVEYING/PREPARATION				$1,000
	RIGHT OF WAY ACQUISITION ($1000/ACRE)				$1,000
	LEGAL				$1,000
	TOTAL DEVELOPMENT COSTS				$14,860
	OPINION OF PROBABLE PROJECT TOTAL COSTS				$91,035

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IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT OF
HINDS COUNTY, MISSISSIPPI

JOHNNIE R. HUDSON, JOEL K. HUDSON AND HELEN OGLETREE — APPELLANT

VS.

NO. 251-97-1481 CIV

MAYOR & BOARD OF ALDERMAN, CITY OF CLINTON, MISSISSIPPI — APPELLEE

ORDER

THIS CAUSE, having come on before this Court on Appeal from THE MAYOR & BOARD OF ALDERMAN, CITY OF CLINTON, MISSISSIPPI and the Court after careful review of the record and arguments of counsel finds as follows:

1. That although Morrison Heights Baptist Church has been in existence in the neighborhood for some forty years, the additional homes acquired by Morrison Heights Baptist Church have not been owned and used for Church purposes for forty years.

2. That the record is replete with documentation that the continued expansion and encroachment of Morrison Heights Baptist Church into a residential neighborhood has had and continues to have an adverse impact on the neighborhood.

3. That the Board's decision to approve a public/quasi public designation for Morrison Heights Baptist Church was made in violation of its own rules and regulations.

4. That the actions of the Board amounts to spot zoning.

5. That the Board's decision was arbitrary and capricious and in direct contradiction to the overwhelming weight of the evidence.

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IT IS THEREFORE ORDERED AND ADJUDGED, that the decision of the Mayor and Board of Alderman, City of Clinton, Mississippi is hereby reversed.

SO ORDERED this the 31st day of December, 1998.

Ernest J. Russell
CIRCUIT JUDGE

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