

RECESSED MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JUNE 18, 1996
MUNICIPAL COURTROOM - 305 MONROE STREET

The Mayor and Board of Aldermen of the City of Clinton, Mississippi, met in Recessed Meeting on Tuesday, June 18, 1996, 7 p.m. at the 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 Lott followed by the Pledge of Allegiance to the Flag led by Alderman Brabham.

ROLL CALL - City Clerk Nelson Byrd

Present - Jehu Brabham - Alderman-At-Large
George Ferrell - Alderman Ward 1
Rodney DePriest - Alderman Ward 2
Ben Todd - Alderman Ward 3
Herb Touchton - Alderman Ward 5
Sharbert Lott - Alderman Ward 6
Mayor Rosemary Aultman - Presiding

City Attorney - Ken Dreher
City Clerk - Nelson Byrd

Absent - Phil Fisher - Alderman Ward 4

CONSENT AGENDA CHANGES

Mayor Aultman announced that Item L be removed from Consent Agenda and Item K be moved to Discussion Item 13.

AGENDA CHANGES

Mayor Aultman announced that Item 12 "Kids Towne Park lease" be removed from the agenda.

APPROVAL OF CONSENT AGENDA ITEMS A-W

MOTION made by Alderman Touchton and SECONDED by Alderman Lott to approve Consent Agenda Items A-W, with the exception of Item L which was removed from the agenda and Item K that was moved to Discussion/Action Item 13, as listed on pages 1184-1185 of this Minute Book X, noting that Consent Agenda Items B, C, and Q will serve to advertise favorably the opportunities, possibilities, and resources of the City of Clinton. Quotes listed in Items G, J, Q, and W can be found on file in the office of the City Clerk. MOTION CARRIED UNANIMOUSLY

AUTHORIZATION GIVEN TO PUBLIC WORKS TO PROCEED TO CLEAN LOT AT CHERRYSTONE CIRCLE - PARCEL 2860-415

MOTION made by Alderman Todd and SECONDED by Alderman Lott to approve that resolution found on pages 1186-1188 of this Minute Book X to authorize the city to proceed with cleaning lot on Cherrystone Circle to the acceptable standard of the city. MOTION CARRIED UNANIMOUSLY

**AUTHORIZATION GIVEN TO PUBLIC WORKS TO PROCEED TO CLEAN LOT AT 126
SCOTLAND DRIVE - PARCEL 2862-176-6**

MOTION made by Alderman Brabham and **SECONDED** by Alderman Lott to approve that resolution found on pages 1189-1191 of this Minute Book X to authorize the city to proceed with cleaning lot at 126 Scotland Drive. **MOTION CARRIED UNANIMOUSLY**

**ADOPTION OF RESOLUTION AWARDING SALE OF \$3,100,000 IN GENERAL
OBLIGATION BONDS OF THE CITY**

As shown by proof of publication found on page 1192 of this Minute Book X that sealed bids would be received for the purpose of issue of General Obligation Bonds, Series 1996, in the principal amount of \$3,100,000, said bids were received and opened with a copy of the bid tabulation being found on page 1193 of this Minute Book X, noting the lowest and best bid was received from Stern, Agee, & Leach, Inc. at 5.370750%.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Touchton to accept the bid of Stern, Agee, & Leach, Inc. and adopt that resolution found on pages 1194-1212 of this Minute Book X directing the sale and award of General Obligation Bonds in the principal amount of \$3,100,000. **MOTION CARRIED 6-0 WITH ALDERMAN FERRELL
ABSTAINING**

**APPROVAL OF CONTRACT AGREEMENT FOR CONSTRUCTION ENGINEERING
SERVICES AT NORTHSIDE DRIVE AND PINEHAVEN DRIVE**

MOTION made by Alderman Touchton and **SECONDED** by Alderman Todd to approve contract agreement between Neel-Schaffer, Inc. and City of Clinton, for intersection improvements, Northside Drive at Pinehaven Drive found on pages 1213-1233 of this Minute Book X contingent on approval by MDOT. **MOTION CARRIED UNANIMOUSLY**

**APPROVAL OF LOCAL SURFACE TRANSPORTATION PROGRAM AGREEMENT WITH
MDOT**

MOTION made by Alderman Todd and **SECONDED** by Alderman Touchton to approve Local Surface Transportation Program agreement with MDOT found on pages 1234-1252 of this Minute Book X. **MOTION CARRIED
UNANIMOUSLY**

**APPROVAL OF CHANGE ORDER NO. 3 FOR SUPERIOR ASPHALT, INC. FOR
UNITED ARTISTS STREETS AND UTILITY IMPROVEMENTS**

MOTION made by Alderman Touchton and **SECONDED** by Alderman DePriest to approve Change Order No. 3 for Superior Asphalt, Inc. for United Artists streets and utility improvements found on page 1253 of this Minute Book X. **MOTION CARRIED UNANIMOUSLY**

**APPROVAL OF PAYMENT TO CAPITOL CITY PRINTERS FOR MAGNOLIA CUP
SOCCER PROGRAMS**

MOTION made by Alderman Brabham and **SECONDED** by Alderman Lott to approve the use of 2% Tourism/Motel Tax to pay \$1,543.40 to Capitol City Printers to cover cost for 2,000 Magnolia Cup Soccer Programs for tournament held in March, 1996. **MOTION CARRIED UNANIMOUSLY**

ADJOURNMENT 7:30 P.M.

There being no further business to discuss, **MOTION** made by Alderman Todd and **SECONDED** by Alderman Lott to adjourn. **MOTION CARRIED
UNANIMOUSLY**

Copy of Agenda may be found on Pages 1184-1185 of this Minute Book X.

APPROVED: Rosemary G. Aultman June 20, 1996
Rosemary G. Aultman, Mayor Date

ATTEST: Nelson Byrd June 20, 1996
Nelson Byrd, City Clerk Date

SEAL:

RESOLUTION

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unclean property located at Cherry Park-Parcel 2860-415 (Old South Homes & Realty) Clinton, Mississippi, and after full consideration of the matter, Alderman TODD offered the following Resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, DETERMINING THE NECESSITY FOR THE CLEANING OF PRIVATE PROPERTY LOCATED AT Cherry Park-Parcel 2860-415, CLINTON, MISSISSIPPI, UNDER THE AUTHORITY GRANTED TO MUNICIPALITIES BY §21-19-11, MISSISSIPPI CODE OF 1972, AS AMENDED, AND OTHER APPLICABLE STATUTES AND ORDINANCES.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at Cherry Park-Parcel 2860-415, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

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

WHEREAS, a public hearing was held at 7:00 p.m., 6-18-96, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, said public hearing was conducted; and

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

NOW BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, as follows:

1. It is hereby adjudicated that the property located at Cherry Park - Parcel 2860-415, Clinton, Mississippi, in its present condition constitutes a menace to the public health and safety of the community.
2. The Director of Public Works is hereby directed to take such action as appropriate under §21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to clean the property by cutting weeds, removing rubbish and dilapidated buildings and debris.
3. The Director of Public Works is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the City of Clinton, Mississippi, may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under §21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

Alderman Lott seconded the motion to adopt the foregoing

and the roll call vote was as follows:

Alderman Jehu W. Brabham	voted: <u>Aye</u>
Alderman O. C. George Ferrell	voted: <u>Aye</u>
Alderman Rodney W. DePriest	voted: <u>Aye</u>
Alderman Ben L. Todd	voted: <u>Aye</u>
Alderman Phil Fisher	voted: <u>Absent</u>
Alderman Herb Touchton	voted: <u>Aye</u>
Alderman Sharbert K. Lott	voted: <u>Aye</u>

The motion having received the affirmative vote of the majority of all of the members of the Board present, the Mayor declared the motion carried and the Resolution adopted on this the 18th day of June, 1996.

THE MAYOR AND ALDERMEN OF THE
CITY OF CLINTON, MISSISSIPPI

By: Rosemary Aultman
MAYOR ROSEMARY AULTMAN

By: _____
ALDERMAN JEHU W. BRABHAM

By: _____
ALDERMAN O. C. GEORGE FERRELL

By: _____
ALDERMAN RODNEY W. DePRIEST

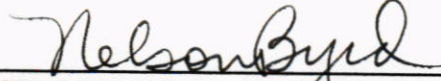
By: _____
ALDERMAN BEN L. TODD

By: _____
ALDERMAN PHIL FISHER

By: _____
ALDERMAN HERB TOUCHTON

By: _____
ALDERMAN SHARBERT K. LOTT

ATTEST:



NELSON BYRD, CITY CLERK



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RESOLUTION

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unclean property located at 126 Scotland Dr. Parcel 2862-176-6 (Kenneth Crechale), Clinton, Mississippi, and after full consideration of the matter, Alderman Brabham offered the following Resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, DETERMINING THE NECESSITY FOR THE CLEANING OF PRIVATE PROPERTY LOCATED AT 126 Scotland Dr., CLINTON, MISSISSIPPI, UNDER THE AUTHORITY GRANTED TO MUNICIPALITIES BY §21-19-11, MISSISSIPPI CODE OF 1972, AS AMENDED, AND OTHER APPLICABLE STATUTES AND ORDINANCES.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 126 Scotland Dr., Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanliness; and

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

WHEREAS, a public hearing was held at 7:00 p.m., 6-18-96, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, said public hearing was conducted; and

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

NOW BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, as follows:

1. It is hereby adjudicated that the property located at 126 Scotland Dr.
_____, Clinton, Mississippi, in its present condition constitutes a menace to the public health and safety of the community.
2. The Director of Public Works is hereby directed to take such action as appropriate under §21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to clean the property by cutting weeds, removing rubbish and dilapidated buildings and debris.
3. The Director of Public Works is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the City of Clinton, Mississippi, may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under §21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

Alderman Lott seconded the motion to adopt the foregoing

and the roll call vote was as follows:

Alderman Jehu W. Brabham	voted: <u>Aye</u>
Alderman O. C. George Ferrell	voted: <u>Aye</u>
Alderman Rodney W. DePriest	voted: <u>Aye</u>
Alderman Ben L. Todd	voted: <u>Aye</u>
Alderman Phil Fisher	voted: <u>absent</u>
Alderman Herb Touchton	voted: <u>Aye</u>
Alderman Sharbert K. Lott	voted: <u>Aye</u>

The motion having received the affirmative vote of the majority of all of the members of the Board present, the Mayor declared the motion carried and the Resolution adopted on this the 18th day of June, 1996.

THE MAYOR AND ALDERMEN OF THE
CITY OF CLINTON, MISSISSIPPI

By: Rosemary Aultman
MAYOR ROSEMARY AULTMAN

By: _____
ALDERMAN JEHU W. BRABHAM

By: ALDERMAN O. C. GEORGE FERRELL

By: ALDERMAN RODNEY W. DePRIEST

By: ALDERMAN BEN L. TODD

By: ALDERMAN PHIL FISHER

By: ALDERMAN HERB TOUCHTON

By: ALDERMAN SHARBERT K. LOTT

ATTEST:

Nelson Byrd
NELSON BYRD, CITY CLERK

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Clinton News
Legals

499

NOTICE OF BOND SALE
\$3,100,000
CITY OF CLINTON,
MISSISSIPPI
GENERAL OBLIGATION
BONDS

SERIES 1996
NOTICE IS HEREBY GIVEN that the Board of Aldermen (the "Board") of the City of Clinton, Mississippi (the "City") acting for and on behalf of the City, will receive sealed bids in its regular meeting place in the Municipal Courtroom, 305 Monroe Street, Clinton, Mississippi, until the hour of 7:00 p.m. (local time) on June 18, 1996, at which time said bids will be publicly opened and read for the purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of Three Million, One Hundred Thousand and No/100 Dollars (\$3,100,000) General Obligation Bonds, Series 1996, of the City (the "Bonds").

THE BONDS: The Bonds will be dated and bear interest from July 1, 1996, will be delivered in definitive form as registered bonds; will be in the denomination of \$5,000.00 each, or integral multiples thereof up to the amount of a single issuance; be payable as to principal at a bank or trust company to be named by the Board in the manner hereinafter provided; and will bear interest, payable on July 1, 1997, and semiannually thereafter on January 1 and July 1 of each year, at the rate or rates offered by the successful bidder in its bid in accordance with this Notice of Bond Sale. The Bonds have been designated as qualified tax exempt obligations of the City for purposes of Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

MATURITIES: The Bonds will mature serially, with option of prior payment as set forth below, on July 1 in each of the years and amounts as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT
1997	\$140,000
1998	145,000
1999	155,000
2000	160,000
2001	170,000
2002	180,000
2003	190,000
2004	200,000
2005	210,000
2006	225,000
2007	235,000
2008	250,000
2009	265,000
2010	280,000
2011	295,000

The Bonds maturing on July 1, 2006, and thereafter, shall be subject to redemption prior to their maturity at the option of the District on and after July 1, 2005, not less than thirty (30) days' notice, in whole at any time, or in part on any interest payment date, in inverse order of maturity, at the par value of the Bonds to be redeemed together with accrued interest to the date fixed for redemption.

If less than all of the Bonds of like maturity are to be redeemed, the particular bonds to be redeemed shall be selected by the Paying Agent at random in such manner as the Paying Agent, in its discretion, may deem fair and appropriate.

In the event that any Bond is to be called for redemption as aforesaid, notice of such redemption, setting forth the place or places of payment, shall be given by mailing a copy of the redemption notice by first class mail not less than 30 days nor more than 60 days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed at the

address shown on the registration books.

On the specified redemption date, all Bonds so called for redemption shall cease to bear interest and shall no longer be secured by the pledge and covenants of the Bonds Resolution, provided monies for their redemption are on deposit at the place of payment at that time.

AUTHORITY AND SECURITY: The Bonds will be issued pursuant to the provisions of Sections 21-33-301 et seq. of the Mississippi Code of 1972 (the "Act"), and shall be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct, unitary and continuing tax to be levied annually, without limitation as to time, rate or amount upon the taxable property within the geographical limits of the City. The Board of Aldermen of Clinton will levy annually the special tax upon all taxable property within the geographical limits of the City in an amount adequate and sufficient to provide for the payment of the principal and of the interest on the Bonds as the same fall due.

PURPOSE: The Bonds are being issued to provide funds for the purpose of paying the costs of constructing, improving, and paving streets, sidewalks and bridges, purchasing rights of way and other property therefor, and performing site and drainage work and performing all other work necessary to complete the Project, as further adopted by a resolution adopted by the Board on May 21, 1996.

FORM OF BIDS: Bids should be addressed to the Board of Aldermen of the City of Clinton and delivered to its aforementioned regular meeting place, should be plainly marked "Bid for General Obligation Bonds, Series 1996, of the City of Clinton", and should be filed with the Secretary of the Board of Aldermen of the City of Clinton on or to the date and hour hereinabove named. All bids should be submitted substantially in the form prepared by the City, copies of which may be obtained from the Secretary of the Board of Aldermen of the City at the address shown below.

INTEREST RATE AND BID RESTRICTIONS: The Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum, nor shall the interest rate for any one maturity exceed eleven percent (11%) per annum. No Bond shall bear more than one (1) rate of interest; each Bond shall bear interest from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from date to maturity; and the lowest interest rate specified shall not be less than seventy percent (70%) of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of one-eighth of one percent (1/8 of 1%) or one-tenth of one percent (1/10 of 1%) and a zero rate of interest cannot be named.

GOOD FAITH DEPOSIT: Each bid must be accompanied by a cashier's check, certified check or exchange, issued or certified by a bank located in the State of Mississippi, payable to the Board of Aldermen of the City of Clinton in the amount of Sixty-Two Thousand and No/100 Dollars (\$62,000.00) as a guaranty that the bidder will carry out its contract and purchase the Bonds if its bid be accepted. All checks of unsuccessful bidders will be returned immediately on award of the Bonds. The amount of the good faith check submitted by the suc-

cessful bidder shall be deposited by the City and applied against the purchase price of the Bonds. If the successful bidder fails to purchase the Bonds pursuant to its bid and contract, then the amount of such good faith check shall be retained by the City as liquidated damages in such failure. No interest will be allowed to the successful bidder on the amount of the good faith deposit.

AWARD OF BONDS: The award, if any, will be made to the bidder complying with the terms of sale and offering to purchase the Bonds at the lowest net interest cost to the City, which shall be determined by computing the aggregate interest on the Bonds for the life of the issue at the rate or rates of interest specified by the bidder, less premium offered, if any. It is requested that each bid be accompanied by a statement of the net interest cost (computed to six decimal places) but such statement will not be considered a part of the bid. All bids shall remain firm for four (4) hours after the time specified for the opening of bids, and an award of the Bonds, or rejection of bids, will be made by the Board within said period of time.

RIGHT OF REJECTION, CANCELLATION: The Board reserves the right to reject any or all bids submitted, as well as to waive any irregularity in the formality of any bid. The successful bidder shall have the right, at its option, to cancel its agreement to purchase the Bonds if the Bonds are not tendered for delivery within sixty (60) days from the date of sale thereof, and in such event the Board shall return to said bidder its good faith deposit. The Board shall have the right, at its option, to cancel its agreement to sell the Bonds if within five (5) days after the tender of the Bonds for delivery the successful bidder shall not have accepted delivery of and paid for the Bonds, and in such event the Board shall retain the successful bidder's good faith deposit as liquidated damages as hereinabove provided.

PAYING AGENT, TRANSFER AGENT, AND REGISTRAR: The successful bidder for the Bonds will be allowed to designate a bank or trust company located within the State of Mississippi to serve as paying agent (the Paying Agent) for the Bonds, subject to approval by the City. The Paying Agent shall be subject to change by order of the Board under the conditions and in the manner provided in the Bond Resolution under which the Bonds are issued. Both principal of and interest on the Bonds will be payable by check or draft mailed to registered owners of the Bonds as of the fifteenth day of the month preceding the maturity date for such principal or interest payment at the addresses appearing in the registration records of the City maintained by the Paying Agent. The Bonds will be transferable only upon the books of the Paying Agent, and payment of principal at maturity shall be conditioned on the proper presentation and surrender of the Bonds to the Paying Agent.

DELIVERY: The successful bidder must designate within twenty (20) days of the date of sale, or at such other later date as may be designated by the Board, the names and addresses of the registered owners of the Bonds and the denominations in which the Bonds of each maturity are to be issued. If the successful bidder fails to submit such information within the required time, one bond may be issued for each maturity in the full amount maturing on that date registered in the name of the successful bidder. The Bonds will be delivered at a place to be designated by the Purchaser and without cost to the purchaser, and payment therefor shall be made in immediately available funds.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on the Bonds unless specifically declined by the Purchaser, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Purchaser thereof to accept delivery and pay for the Bonds in accordance with the terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid by the City; the City shall be responsible for the assignment of said numbers shall be the responsibility of and shall be paid for by the Purchaser.

LEGAL OPINION; CLOSING DOCUMENTS: The Bonds are hereby subject to the unqualified approval of the legality thereof by Brunini, Grantham, Grower & Hewes, Jackson, Mississippi, Bond Counsel. In the opinion of Brunini, Grantham, Grower & Hewes, the Bonds are not includable in gross income for federal income tax purposes and are exempt from Mississippi income taxes under existing laws, regulations, rulings and judicial decisions, with such exceptions as shall be required by the Internal Revenue Code of 1986. The Bonds have been designated as "qualified tax-exempt obligations" of the City within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. A copy of the opinion of Bond Counsel, which will be printed on the back of each Bond, together with the usual closing documents, including a non-judicial certificate as to the date of delivery of the Bonds, evidencing that no litigation is pending in any way affecting the legality of the Bonds or the taxes to be levied for the payment of the principal and interest thereon, and a transcript of the proceedings relating to the Bonds will be delivered to the successful bidder without charge. The City will pay for all legal fees and will pay for the printing and validation of the Bonds.

INFORMATION FROM PURCHASER: The purchaser must certify to the City the initial offering price to the public (excluding bond houses, brokers and other intermediaries) of each maturity of the Bonds at which a substantial amount of Bonds of that maturity were sold, to enable the City to compute the yield on the Bonds for federal arbitrage law purposes.

FURTHER INFORMATION: The City has prepared a Preliminary Official Statement which it deems for the purposes of S.E.C. Rule 15c2-12, to be final and complete as of this date except for the omission of the offering prices, interest rates, and any other terms of the Bonds depending on such matters, and the identity of the underwriters, subject to revision, amendment and completion in a final Official Statement. The City will publish an Official Statement in substantially the same form as the Preliminary Official Statement subject to minor additions, deletions and revisions as required to complete the Preliminary Official Statement. The City will furnish up to 100 copies of the Official Statement to the successful bidder of the Bonds without charge within seven (7) business days after the award of the bid. The successful bidder must notify the City Clerk of the City in writing within four (4) business days of the award if the bidder requires additional copies of the Official Statement to comply with applicable regulations. The

Cost for such additional copies will be paid by the successful bidder requesting such copies. The successful bidder shall be required to supply to the City the necessary pricing information and any underwriter identification determined by the City to be necessary for the Official Statement within forty-eight (48) hours after the award of the Bonds.

The City has covenanted in its Bond Resolution that pursuant to the Small issuer provisions of Rule 15c2-12, as amended, of the Securities and Exchange Commission, the City will deliver or cause to be delivered, commencing with the fiscal year of the 1996, ending after January 1, 1996, the same information relating to the City including audited financial statements of the City, and (ii) to the "nationally recognized municipal securities information repositories, within the meaning of Rule 15c2-12, and certain other entities described in Rule 15c2-12 (said repositories and other entities are collectively referred to as the "Repositories"). Notice of any material events relating to the Bonds and the City, if the City deems such events to be material as set forth under Rule 15c2-12, as amended. Persons requesting information under the continuing disclosure requirements of Rule 15c2-12, as amended, should contact the City Clerk of the City, 300 Jefferson, P. O. Box 156, Clinton, MS 39060, telephone (601) 924-5462.

Further information with respect to the Bonds may be obtained from the Office of the City Clerk of the City of Clinton, P. O. Box 156, Clinton, Mississippi 39060. By order of the Board of Aldermen of the City of Clinton, Mississippi, on the 21st day of May, 1996.

/s/ Nelson Byrd
City Clerk, City of Clinton
June 6, 13, 1996

undersigned notary

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MISSISSIPPI AT LARGE.

MY COMMISSION EXPIRES: Nov. 8, 1996.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

(Seal)

CITY OF CLINTON, MISSISSIPPI
\$3,100,000 GENERAL OBLIGATION BONDS, SERIES 1996

Bid Tabulation

6-18-96 7 P.M.

Name of Bidder

Interest Rate

<u>Duncan-Williams, Inc.</u>	<u>5.444948</u> %
<u>Morgan Keegan Co.</u>	<u>5.4242</u>
<u>Trustmark Nat'l BK.</u>	<u>5.44014</u>
<u>Stem, Ages & Leach, Inc.</u>	<u>5.370750</u>
<u>First Tenn. Bank (DGNB)</u>	<u>5.381602</u>
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Nelson Byrd, City Clerk

The Board of Aldermen of the City of Clinton, Mississippi, took up for consideration the matter of the sale and issuance of General Obligation Bonds, Series 1996, of the City of Clinton in the principal amount of Three Million One Hundred Thousand and No/100 Dollars (\$3,100,000.00) to raise money for the purpose of paying the costs of constructing, improving and paving streets, sidewalks and bridges, purchasing rights of way and real property therefor, and performing site and drainage work and performing all other work necessary to complete the project, and paying the cost of such borrowing, all under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-33-301, et seq., Mississippi Code of 1972, and by the further authority of proceedings had by the Board of Aldermen of the City of Clinton, including an Issuing Resolution adopted May 21, 1996.

It was reported that pursuant to the Issuing Resolution, there was published in The Clinton News, a newspaper published in Clinton, Mississippi, having a general circulation in the District, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, a notice that sealed proposals for the purchase of the aforesaid bonds would be received by the Board of Aldermen in its regular meeting place in the Municipal Courtroom, 305 Monroe Street, Clinton, Mississippi, until the hour of 7:00 p.m. (local time) on June 18, 1996, and said notice was published in said newspaper on June 6, 1996, and June 13, 1996, the first publication having been made at least ten (10) days preceding the date set for the receipt of bids.

The publisher's affidavit was then presented as proof of publication of said notice in the aforesaid newspaper, a copy of each of which was directed to be inserted in the minutes of the Board of Aldermen.

The hour of 7:00 p.m. on June 18, 1996, having arrived, it was reported that pursuant to the aforesaid Notice of Bond Sale, there had been filed at or prior to said hour on said date five (5) sealed proposals for the purchase of the aforesaid bonds, and said sealed proposals were then and there presented to the Board of Aldermen.

Thereupon the sealed proposals were opened and read aloud in the presence and hearing of all persons assembled. The aforesaid bids were as follows:

INSERT BIDS

- 2 -

OFFICIAL BID FORM

June 18, 1996

Board of Aldermen
City of Clinton
Clinton, Mississippi

Ladies and Gentlemen:

We hereby offer to pay \$ 3,100,000.00 plus accrued interest to the date of delivery for the Three Million, One Hundred Thousand and No/100 Dollars (\$3,100,000.00) principal amount City of Clinton, Mississippi General Obligation Bonds, Series 1996, dated July 1, 1996 (the "Bonds"), of the City of Clinton, Mississippi (the "City") as described in the attached Notice of Bond Sale dated May 21, 1996, maturing and bearing interest as follows:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
1997	\$ 140,000	<u>7.00%</u>
1998	145,000	<u>7.00%</u>
1999	155,000	<u>7.00%</u>
2000	160,000	<u>7.00%</u>
2001	170,000	<u>5.75%</u>
2002	180,000	<u>4.90%</u>
2003	190,000	<u>4.90%</u>
2004	200,000	<u>5.00%</u>
2005	210,000	<u>5.10%</u>
2006	225,000	<u>5.20%</u>
2007	235,000	<u>5.30%</u>
2008	250,000	<u>5.40%</u>
2009	265,000	<u>5.50%</u>
2010	280,000	<u>5.50%</u>
2011	295,000	<u>5.60%</u>

Based upon the maturities and interest rate or rates specified above, we compute the gross interest cost to the City to be \$ 1,519,685.00 the net interest cost (deducting premium of \$ — 0 —, if any) to be \$ 1,519,685.00 and the average annual net interest rate from the date of the Bonds to their respective maturities to be 5.4449% percent.

If there is any discrepancy as between the actual interest cost computed upon the rate or rates of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate or rates above specified and the actual interest cost or average interest rate computed upon said rate or rates shall prevail.

A cashier's check, certified check or bank exchange, issued or certified by a bank located in the State of Mississippi and payable to the order of the Board of Aldermen of the City of Clinton, Mississippi, in the amount of Sixty-Two Thousand and No/100 Dollars (\$62,000.00)

accompanies this proposal as a guarantee that we will carry out this contract and accept delivery of the Bonds if this proposal is accepted, which shall be returned to the undersigned (1) if this bid be not accepted, or (2) if the City should fail to deliver the Bonds to the undersigned in accordance with the terms of this proposal, or applied as and for liquidated damages in the event that the undersigned fails to take up or pay for the Bonds.

This proposal is submitted subject to all the terms and conditions of the Notice of Bond Sale, dated May 21, 1996, which by reference is hereby made a part of this bid. We hereby acknowledge that we have received and reviewed a copy of the Preliminary Official Statement of the City dated June 10, 1996.

BIDDER: Duncan-Williams, Inc.
By: Henry Herren
Title: Vice President 1-800-827-0827

Associates (if any):

Return of good faith deposit is hereby acknowledged.

By: _____

Date: _____

ACCEPTANCE

The above proposal is accepted by resolution of the Board of Aldermen of the City and receipt of the within mentioned check is hereby acknowledged.

CITY OF CLINTON, MISSISSIPPI

(SEAL)

BY: _____
City Clerk

OFFICIAL BID FORM

June 18, 1996

Board of Aldermen
City of Clinton
Clinton, Mississippi

Ladies and Gentlemen:

We hereby offer to pay \$3,100,796.25 plus accrued interest to the date of delivery for the Three Million, One Hundred Thousand and No/100 Dollars (\$3,100,000.00) principal amount City of Clinton, Mississippi General Obligation Bonds, Series 1996, dated July 1, 1996 (the "Bonds"), of the City of Clinton, Mississippi (the "City") as described in the attached Notice of Bond Sale dated May 21, 1996, maturing and bearing interest as follows:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
1997	\$ 140,000	<u>7.00%</u>
1998	145,000	<u>7.00%</u>
1999	155,000	<u>7.00%</u>
2000	160,000	<u>7.00%</u>
2001	170,000	<u>4.90%</u>
2002	180,000	<u>4.90%</u>
2003	190,000	<u>4.90%</u>
2004	200,000	<u>5.00%</u>
2005	210,000	<u>5.10%</u>
2006	225,000	<u>5.25%</u>
2007	235,000	<u>5.30%</u>
2008	250,000	<u>5.40%</u>
2009	265,000	<u>5.50%</u>
2010	280,000	<u>5.50%</u>
2011	295,000	<u>5.625%</u>

Based upon the maturities and interest rate or rates specified above, we compute the gross interest cost to the City to be \$1,514,691.25, the net interest cost (deducting premium of \$796.25, if any) to be \$1,513,895.00 and the average annual net interest rate from the date of the Bonds to their respective maturities to be 5.4242 percent.

If there is any discrepancy as between the actual interest cost computed upon the rate or rates of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate or rates above specified and the actual interest cost or average interest rate computed upon said rate or rates shall prevail.

A cashier's check, certified check or bank exchange, issued or certified by a bank located in the State of Mississippi and payable to the order of the Board of Aldermen of the City of Clinton, Mississippi, in the amount of Sixty-Two Thousand and No/100 Dollars (\$62,000.00)

accompanies this proposal as a guarantee that we will carry out this contract and accept delivery of the Bonds if this proposal is accepted, which shall be returned to the undersigned (1) if this bid be not accepted, or (2) if the City should fail to deliver the Bonds to the undersigned in accordance with the terms of this proposal, or applied as and for liquidated damages in the event that the undersigned fails to take up or pay for the Bonds.

This proposal is submitted subject to all the terms and conditions of the Notice of Bond Sale, dated May 21, 1996, which by reference is hereby made a part of this bid. We hereby acknowledge that we have received and reviewed a copy of the Preliminary Official Statement of the City dated June 10, 1996.

BIDDER:

MORGAN KEEGAN & COMPANY

By:

Title:

DENNIS CLAY, VICE PRESIDENT

Associates (if any):

Return of good faith deposit is hereby acknowledged.

By: _____

Date: _____

ACCEPTANCE

The above proposal is accepted by resolution of the Board of Aldermen of the City and receipt of the within mentioned check is hereby acknowledged.

CITY OF CLINTON, MISSISSIPPI

(SEAL)

BY: _____

City Clerk

OFFICIAL BID FORM

June 18, 1996

Board of Aldermen
City of Clinton
Clinton, Mississippi

Ladies and Gentlemen:

We hereby offer to pay \$ 3,100,000 plus accrued interest to the date of delivery for the Three Million, One Hundred Thousand and No/100 Dollars (\$3,100,000.00) principal amount City of Clinton, Mississippi General Obligation Bonds, Series 1996, dated July 1, 1996 (the "Bonds"), of the City of Clinton, Mississippi (the "City") as described in the attached Notice of Bond Sale dated May 21, 1996, maturing and bearing interest as follows:

* YEAR	PRINCIPAL AMOUNT	INTEREST RATE
1997	\$ 140,000	<u>6.30</u>
1998	145,000	<u>6.20</u>
1999	155,000	<u>6.10</u>
2000	160,000	<u>6.00</u>
2001	170,000	<u>6.00</u>
2002	180,000	<u>5.80</u>
2003	190,000	<u>5.50</u>
2004	200,000	<u>5.25</u>
2005	210,000	<u>5.10</u>
2006	225,000	<u>5.10</u>
2007	235,000	<u>5.20</u>
2008	250,000	<u>5.30</u>
2009	265,000	<u>5.40</u>
2010	280,000	<u>5.50</u>
2011	295,000	<u>5.60</u>

Based upon the maturities and interest rate or rates specified above, we compute the gross interest cost to the City to be \$ 1,518,345.00, the net interest cost (deducting premium of \$ 0.00, if any) to be \$ 1,518,345.00 and the average annual net interest rate from the date of the Bonds to their respective maturities to be 5.44014 percent.

If there is any discrepancy as between the actual interest cost computed upon the rate or rates of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate or rates above specified and the actual interest cost or average interest rate computed upon said rate or rates shall prevail.

A cashier's check, certified check or bank exchange, issued or certified by a bank located in the State of Mississippi and payable to the order of the Board of Aldermen of the City of Clinton, Mississippi, in the amount of Sixty-Two Thousand and No/100 Dollars (\$62,000.00)

accompanies this proposal as a guarantee that we will carry out this contract and accept delivery of the Bonds if this proposal is accepted, which shall be returned to the undersigned (1) if this bid be not accepted, or (2) if the City should fail to deliver the Bonds to the undersigned in accordance with the terms of this proposal, or applied as and for liquidated damages in the event that the undersigned fails to take up or pay for the Bonds.

This proposal is submitted subject to all the terms and conditions of the Notice of Bond Sale, dated May 21, 1996, which by reference is hereby made a part of this bid. We hereby acknowledge that we have received and reviewed a copy of the Preliminary Official Statement of the City dated June 10, 1996.

BIDDER:

Trustmark National Bank

By:

Kerry J. Logan

Title:

Investment Officer

Associates (if any):

NONE

Return of good faith deposit is hereby acknowledged.

By: _____

Date: _____

ACCEPTANCE

The above proposal is accepted by resolution of the Board of Aldermen of the City and receipt of the within mentioned check is hereby acknowledged.

CITY OF CLINTON, MISSISSIPPI

(SEAL)

BY: _____

City Clerk

OFFICIAL BID FORM

June 18, 1996

Board of Aldermen
City of Clinton
Clinton, Mississippi

Ladies and Gentlemen:

We hereby offer to pay \$ 3,101,418⁶⁵ plus accrued interest to the date of delivery for the Three Million, One Hundred Thousand and No/100 Dollars (\$3,100,000.00) principal amount City of Clinton, Mississippi General Obligation Bonds, Series 1996, dated July 1, 1996 (the "Bonds"), of the City of Clinton, Mississippi (the "City") as described in the attached Notice of Bond Sale dated May 21, 1996, maturing and bearing interest as follows:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
1997	\$ 140,000	6 1/2
1998	145,000	}
1999	155,000	}
2000	160,000	}
2001	170,000	}
2002	180,000	}
2003	190,000	}
2004	200,000	4.80
2005	210,000	4.90
2006	225,000	5.00
2007	235,000	5.10
2008	250,000	5.20
2009	265,000	5.25
2010	280,000	}
2011	295,000	}

Based upon the maturities and interest rate or rates specified above, we compute the gross interest cost to the City to be \$ 1,500,395⁰⁰, the net interest cost (deducting premium of \$ 1,418⁶⁵, if any) to be \$ 1,498,976³⁵ and the average annual net interest rate from the date of the Bonds to their respective maturities to be 5.370750 percent.

If there is any discrepancy as between the actual interest cost computed upon the rate or rates of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate or rates above specified and the actual interest cost or average interest rate computed upon said rate or rates shall prevail.

A cashier's check, certified check or bank exchange, issued or certified by a bank located in the State of Mississippi and payable to the order of the Board of Aldermen of the City of Clinton, Mississippi, in the amount of Sixty-Two Thousand and No/100 Dollars (\$62,000.00)

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accompanies this proposal as a guarantee that we will carry out this contract and accept delivery of the Bonds if this proposal is accepted, which shall be returned to the undersigned (1) if this bid be not accepted, or (2) if the City should fail to deliver the Bonds to the undersigned in accordance with the terms of this proposal, or applied as and for liquidated damages in the event that the undersigned fails to take up or pay for the Bonds.

This proposal is submitted subject to all the terms and conditions of the Notice of Bond Sale, dated May 21, 1996, which by reference is hereby made a part of this bid. We hereby acknowledge that we have received and reviewed a copy of the Preliminary Official Statement of the City dated June 10, 1996.

BIDDER:

STERNE, AGEE & LEACH, INC

By:

Sam McLaughlin

Title:

President

Associates (if any):

Return of good faith deposit is hereby acknowledged.

By: _____

Date: _____

ACCEPTANCE

The above proposal is accepted by resolution of the Board of Aldermen of the City and receipt of the within mentioned check is hereby acknowledged.

CITY OF CLINTON, MISSISSIPPI

(SEAL)

BY:

Nelson Byrd
City Clerk

OFFICIAL BID FORM

June 18, 1996

Board of Aldermen
City of Clinton
Clinton, Mississippi

Ladies and Gentlemen:

We hereby offer to pay \$ 3,100,000 plus accrued interest to the date of delivery for the Three Million, One Hundred Thousand and No/100 Dollars (\$3,100,000.00) principal amount City of Clinton, Mississippi General Obligation Bonds, Series 1996, dated July 1, 1996 (the "Bonds"), of the City of Clinton, Mississippi (the "City") as described in the attached Notice of Bond Sale dated May 21, 1996, maturing and bearing interest as follows:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
1997	\$ 140,000	<u>6.50</u>
1998	145,000	<u>6.50</u>
1999	155,000	<u>6.50</u>
2000	160,000	<u>6.50</u>
2001	170,000	<u>4.70</u>
2002	180,000	<u>4.80</u>
2003	190,000	<u>4.90</u>
2004	200,000	<u>5.00</u>
2005	210,000	<u>5.10</u>
2006	225,000	<u>5.20</u>
2007	235,000	<u>5.30</u>
2008	250,000	<u>5.40</u>
2009	265,000	<u>5.50</u>
2010	280,000	<u>5.50</u>
2011	295,000	<u>5.60</u>

Based upon the maturities and interest rate or rates specified above, we compute the gross interest cost to the City to be \$ 1,502,005, the net interest cost (deducting premium of \$ 0, if any) to be \$ 1,502,005 and the average annual net interest rate from the date of the Bonds to their respective maturities to be 5.38160 percent.

If there is any discrepancy as between the actual interest cost computed upon the rate or rates of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate or rates above specified and the actual interest cost or average interest rate computed upon said rate or rates shall prevail.

A cashier's check, certified check or bank exchange, issued or certified by a bank located in the State of Mississippi and payable to the order of the Board of Aldermen of the City of Clinton, Mississippi, in the amount of Sixty-Two Thousand and No/100 Dollars (\$62,000.00)

accompanies this proposal as a guarantee that we will carry out this contract and accept delivery of the Bonds if this proposal is accepted, which shall be returned to the undersigned (1) if this bid be not accepted, or (2) if the City should fail to deliver the Bonds to the undersigned in accordance with the terms of this proposal, or applied as and for liquidated damages in the event that the undersigned fails to take up or pay for the Bonds.

This proposal is submitted subject to all the terms and conditions of the Notice of Bond Sale, dated May 21, 1996, which by reference is hereby made a part of this bid. We hereby acknowledge that we have received and reviewed a copy of the Preliminary Official Statement of the City dated June 10, 1996.

BIDDER: First Tennessee Bank, n.a.
By: Walter E. Blaylock
Title: Agent for the Account

Associates (if any):

Deposit Guaranty National Bank

Return of good faith deposit is hereby acknowledged.

By: _____

Date: _____

ACCEPTANCE

The above proposal is accepted by resolution of the Board of Aldermen of the City and receipt of the within mentioned check is hereby acknowledged.

CITY OF CLINTON, MISSISSIPPI

(SEAL)

BY: _____
City Clerk

Following the reading of the bids, the Board of Aldermen proceeded to consider them in order to determine which was the highest and best bid submitted. Whereupon, Alderman Brabham offered and moved the adoption of the following resolution:

RESOLUTION DIRECTING THE SALE AND AWARD OF GENERAL OBLIGATION BONDS, SERIES 1996, OF THE CITY OF CLINTON, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF THREE MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,100,000.00) AND ADOPTING THE FORM OF OFFICIAL STATEMENT.

WHEREAS, the Board of Aldermen (the "Board") of the City of Clinton, Mississippi (the "City"), acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

1. The Board on May 21, 1996, did adopt a resolution directing that General Obligation Bonds, Series 1995 (the "Bonds"), of the City in the principal amount of Three Million One Hundred Thousand and No/100 Dollars (\$3,100,000.00) be offered for sale on sealed bids to be received until the hour of 7:00 p.m. on June 18, 1996.

2. As directed by the aforesaid resolution and as required by Section 31-19-25, Mississippi Code of 1972, notice of the sale of the Bonds was duly published in The Clinton News, a newspaper published in Clinton, Mississippi, and of general circulation in the District and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, said notice having been published in said newspaper on June 6, 1996, and June 13, 1996, the first publication having been made at least ten (10) days preceding June 18, 1996, all as shown by the proof of publication of said notice filed in the office of the City Clerk.

3. The Board did meet in the Municipal Courtroom, 305 Monroe Street, Clinton, Mississippi at 7:00 p.m. on June 18, 1996.

4. At said time and place five (5) bids for the purchase of the Bonds were examined and considered by the Board, said bids having heretofore been presented by and being on file with the City Clerk.

5. The Board finds and determines that the highest and best bid made for the Bonds on the basis of the lowest net interest cost over the life of the issue was made by Sterne Agee + Lash Inc., and further finds that said bid was accompanied by a cashier's check, certified check or exchange, payable to the City in the amount of Sixty-two Thousand and No/100 Dollars (\$62,000.00) and issued or certified by a bank located in the State of Mississippi, as a guarantee that said bidder would carry out its contract and purchase the Bonds if its bid be accepted.

6. A Preliminary Official Statement pertaining to the sale of the Bonds has been distributed to prospective purchasers of the Bonds, and a final Official Statement should be delivered to the purchaser of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

SECTION 1. The Bonds are hereby awarded and sold to Stene Ayee & Lamb, Inc. in accordance with the offer submitted to the Board in words and figures as follows:

INSERT WINNING BID

- 5 -

OFFICIAL BID FORM

June 18, 1996

Board of Aldermen
City of Clinton
Clinton, Mississippi

Ladies and Gentlemen:

We hereby offer to pay \$ 3,101,418⁶⁵ plus accrued interest to the date of delivery for the Three Million, One Hundred Thousand and No/100 Dollars (\$3,100,000.00) principal amount City of Clinton, Mississippi General Obligation Bonds, Series 1996, dated July 1, 1996 (the "Bonds"), of the City of Clinton, Mississippi (the "City") as described in the attached Notice of Bond Sale dated May 21, 1996, maturing and bearing interest as follows:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
1997	\$ 140,000	6 1/2
1998	145,000	
1999	155,000	
2000	160,000	
2001	170,000	
2002	180,000	
2003	190,000	
2004	200,000	4.80
2005	210,000	4.90
2006	225,000	5.00
2007	235,000	5.10
2008	250,000	5.20
2009	265,000	5.25
2010	280,000	
2011	295,000	

Based upon the maturities and interest rate or rates specified above, we compute the gross interest cost to the City to be \$ 1,500,395⁰⁰, the net interest cost (deducting premium of \$ 1,418⁶⁵, if any) to be \$ 1,498,976³⁵ and the average annual net interest rate from the date of the Bonds to their respective maturities to be 5.370750 percent.

If there is any discrepancy as between the actual interest cost computed upon the rate or rates of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate or rates above specified and the actual interest cost or average interest rate computed upon said rate or rates shall prevail.

A cashier's check, certified check or bank exchange, issued or certified by a bank located in the State of Mississippi and payable to the order of the Board of Aldermen of the City of Clinton, Mississippi, in the amount of Sixty-Two Thousand and No/100 Dollars (\$62,000.00)

accompanies this proposal as a guarantee that we will carry out this contract and accept delivery of the Bonds if this proposal is accepted, which shall be returned to the undersigned (1) if this bid be not accepted, or (2) if the City should fail to deliver the Bonds to the undersigned in accordance with the terms of this proposal, or applied as and for liquidated damages in the event that the undersigned fails to take up or pay for the Bonds.

This proposal is submitted subject to all the terms and conditions of the Notice of Bond Sale, dated May 21, 1996, which by reference is hereby made a part of this bid. We hereby acknowledge that we have received and reviewed a copy of the Preliminary Official Statement of the City dated June 10, 1996.

BIDDER:

STERNE, AGEE & LEACH, INC

By:

Title:

Sam McNeill
President

Associates (if any):

Return of good faith deposit is hereby acknowledged.

By: _____

Date: _____

ACCEPTANCE

The above proposal is accepted by resolution of the Board of Aldermen of the City and receipt of the within mentioned check is hereby acknowledged.

CITY OF CLINTON, MISSISSIPPI

(SEAL)

BY: _____

City Clerk

Nelson Byrd

SECTION 2. The Mayor and the City Clerk are hereby authorized and directed to endorse upon a copy or duplicate of the aforesaid offer a suitable notation as evidence of the acceptance thereof, for and on behalf of the City.

SECTION 3. The good faith checks filed by all unsuccessful bidders shall forthwith be returned to them upon their respective receipts therefor and the good faith check filed by the successful bidder shall be retained by the City as a guarantee that said bidder will carry out its contract and purchase the Bonds. If said successful bidder fails to purchase the Bonds pursuant to its bid and contract, the amount of such good faith check shall be retained by the City as liquidated damages for such failure.

SECTION 4. The Bonds shall be in registered form; shall be dated July 1, 1996, shall be of the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; shall be numbered from one (1) upward in the order of issuance; shall be payable, both as to principal and interest, in lawful money of the United States of America at a bank or trust company located within the State of Mississippi to be designated by the Board at a later date, said bank to act as paying agent, registrar and transfer agent for the Bonds; shall bear interest from the date thereof at the rates hereinafter set forth, payable on July 1, 1997, and semi-annually thereafter on January 1 and July 1 of each year; and shall mature and become due and payable serially on July 1 in the years and principal amounts as follows:

MATURITY SCHEDULE

<u>YEAR OF</u> <u>MATURITY</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>	<u>INTEREST</u> <u>RATE</u>	<u>YEAR OF</u> <u>MATURITY</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>	<u>INTEREST</u> <u>RATE</u>
1997	\$140,000	6.50	2004	\$ 200,000	4.80
1998	145,000	6.50	2005	210,000	4.90
1999	155,000	6.50	2006	225,000	5.00
2000	160,000	6.50	2007	235,000	5.10
2001	170,000	6.50	2008	250,000	5.20
2002	180,000	6.50	2009	265,000	5.25
2003	190,000	6.50	2010	280,000	5.25
			2011	295,000	5.25

The City has determined that the gross interest cost over the life of the Bonds will be \$1,500,395 and the annual average net interest rate over the life of the Bonds will be 5.370750.

SECTION 5. The Preliminary Official Statement, dated June 10, 1996, is hereby approved and its distribution to prospective purchasers of the Bonds is hereby approved. The final Official Statement dated June 18, 1996, is hereby approved and the Board hereby adopts the Official Statement for the sale of the Bonds and directs the City Clerk to file the same in his

office as though spread at length upon the minutes of the Board. The Board hereby approves the signing by the Mayor of such Official Statement for and on behalf of the Board and the delivery of the Official Statement to the purchaser of the Bonds is hereby approved.

SECTION 6. The Mayor, City Clerk or their designee are hereby authorized to execute all closing documents and to take any other action necessary or desirable to effectuate the closing on the Bonds.

SECTION 7. All orders, resolutions or proceedings of this Board in conflict with the provisions of this resolution shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

SECTION 8. For cause, this resolution shall become effective immediately upon the adoption thereof.

Alderman Louchton seconded the motion to adopt the foregoing resolution and, the question being put to a roll call vote, the result was as follows:

Alderman O.C. George Ferrell
Alderman Rodney W. DePriest
Alderman Ben L. Todd
Alderman Phil Fisher
Alderman Herb Touchton
Alderman Sharbert K. Lott
Alderman-at-Large Jehu Brabham

Voted: abstain
Voted: aye
Voted: aye
Voted: ~~aye~~ absent NB
Voted: aye
Voted: aye
Voted: aye

The motion having received the affirmative vote of a majority of the members present, the Mayor of the City of Clinton, Mississippi, declared the motion carried and the resolution adopted on this the 18th day of June, 1996.

Rosemary J. Quetman
Mayor of the City of Clinton

ATTEST:

Nelson Byrd
City Clerk of the City of Clinton

CONTRACT AGREEMENT FOR CONSTRUCTION ENGINEERING SERVICES

THIS AGREEMENT is entered into this _____ day of 1996, between Neel-Schaffer, Inc., Post Office Box 22625, Jackson, Mississippi 39225-2625 (hereinafter designated as the ENGINEER) and the Local Public Agency (LPA), City of Clinton, Post Office Box 156, Clinton, Mississippi 39060, County of HINDS, MISSISSIPPI (hereinafter designated as the LPA).

WITNESSETH THAT:

WHEREAS, the LPA desires to engage the ENGINEER to provide construction engineering services in connection with improvements to **Intersection Improvements, Northside Drive at Pinehaven Drive**, Federal Aid Project No. 48-7306-00-001-10/STP-7306(1).

NOW THEREFORE:

The ENGINEER and the LPA agree as follows:

- I. **CONSULTING ENGINEERING SERVICES:** The ENGINEER will furnish consulting services during construction of **Federal Aid Project No. STP-7306(1)**, LPA of City of Clinton, County of Hinds, 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 construction will be the responsibility of the LPA acting through the ENGINEER, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (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 engineering work involved from the contract stage, beginning with 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 stakes to control the work, and resident project representation and other controls to review the work to determine in general if it is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the ENGINEER as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.

*Neel-Schaffer, Inc.
Jackson, Mississippi*

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- B. The ENGINEER shall promptly prepare, verify and recommend payment, if appropriate, of all eligible Contractor's estimates: he shall maintain a project diary as the official project record for each project, showing the Contractor's daily operation; and the engineering daily activities by names, function performed and hours worked. He shall maintain records of the ENGINEER'S out-of-pocket cost plus additives for profit and overhead items. He shall review 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 \$58,754.90 including a fixed fee of \$5,261.97 beyond which no funds will be authorized for payment without a Supplement-Agreement to this Agreement. Each monthly billing will be reduced by **5 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 to and made a part of this AGREEMENT.
- E. The responsible engineer employed by the ENGINEER is Frank L. O'Keefe, Jr., P.E., Mississippi Registration No. 11097.
- 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, brokerage 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 of or

- 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 OR 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 ENGINEER firm.
 - E. By satisfactory completion of all services and obligations described herein.
 - F. By the LPA 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 ENGINEERS will be paid for actual service 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 LPA 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 the 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, any act of or omission of the ENGINEER, his/her employees, agents or servants, resulting in bodily injury, property damage or death of any party.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to that total negligence (including that of third parties) which caused the personal injury or property damage.

- 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.
- XII. **FEDERAL PROVISIONS:** See Appendix C, which is hereby made a part of this AGREEMENT.
- XIII. **ENERGY CONSERVATION:** The Engineer warrants that he/she will conduct his/her 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 date of FHWA concurrence in the award of the construction contract by the LPA, and be completed within 60 calendar 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 become 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 Supplement 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 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. SUBSURFACE CONDITIONS AND UTILITIES: LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of ENGINEER or ENGINEER's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that ENGINEER properly inferred to exist between sampling points may differ significantly from those that actually exist.

ENGINEER will locate utilities which will affect the project from information provided by the LPA and utility companies and from ENGINEER's surveys. In that these utility locations are based, at least in part, on information from others, ENGINEER cannot and does not warrant their completeness and accuracy.

XVII. HAZARDOUS MATERIALS: When hazardous materials are known, assumed or suspected to exist at a project site, ENGINEER is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. LPA hereby warrants that, if he knows that hazardous materials may exist at the project site, he will inform ENGINEER in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. LPA agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. ENGINEER agrees to notify LPA as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered.

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 the 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 FHWA.

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

BY: _____
Authorized LPA Official

Mark G Bailey
For the Consultant

Title

V.P. Transportation Engineering
Title

RECOMMENDED FOR APPROVAL:

Chief Engineer, MDOT

DATE: _____

APPROVED:

Executive Director, MDOT

DATE: _____

APPROVED: FEDERAL HIGHWAY ADMINISTRATION

BY: _____

DATE: _____

APPENDIX "A"
 AGREEMENT FOR ENGINEERING SERVICES
 FEDERAL-AID PROJECT 48-7306-00-001-10/STP-7306(1)
 CITY/COUNTY City of Clinton, Hinds County
 ESTIMATED CONSTRUCTION ENGINEERING COSTS - ESTIMATED 75 WORKING DAYS (CONTRACT TIME)

CLASSIFICATION	Basic Hourly Rate *	Total Overhead **	Total Hourly Rate	Estimated Number of Hours	Estimated Cost
Engineering Manager	\$ 27.88	\$ 35.34	\$ 63.22	16	\$ 1,011.52
Project Manager	22.66	28.72	51.38	200	\$ 10,276.00
Asst. Engineer	15.90	19.52	34.92	94	\$ 3,282.48
Resident Project Representative	16.64	21.09	37.73	752	\$ 28,372.96
Clerical (Add all others as applicable)	10.00	12.67	22.67	40	\$ 906.80
SUBTOTAL LABOR COST					\$ 43,849.76
Fixed Fee					5,261.97
Direct Expenses					
Estimated Travel Mileage*** of 3600 Miles at \$0.30/Mile					1,080.00
Survey 24 hrs @ \$85/hr.					2,040.00
Other Expenses (Reproductions, etc.)					500.00
TOTAL CONSULTANT ENGINEERING COST					52,731.73
10% Engineering Contingencies					5,273.17
Commercial Testing Laboratory Expense (Only if Federal-Aid Participating)					750.00
TOTAL CONSTRUCTION ENGINEERING COST					\$ 58,754.90

Notes:

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

NEEL-SCHAFER, INC.

SCHEDULE OF OVERHEAD
FISCAL YEAR ENDED DECEMBER 31, 1994

	PER BOOKS	ADJUSTMENTS DR. (CR.)	NOTES	PER AUDIT
Direct Labor	\$ 2,852,526.00	(\$ 369.00)	(A)	\$ 2,952,157.00
OVERHEAD				
Indirect Salaries	\$ 1,376,520.00	(\$ 26,502.00)	(A)	\$ 1,350,018.00
Bonuses	972,183.00	(568,116.00)	(A)	404,067.00
Insurance - Employees	230,363.00			230,363.00
Payroll Taxes	350,513.00	835.00	(B)	351,348.00
Computer Expenses	(10,800.00)			(10,800.00)
Continuing Education	92,007.00	(12,246.00)	(C)	79,761.00
Depreciation	259,120.00			259,120.00
Dues & Subscriptions	38,808.00	(8,133.00)	(D)	30,675.00
Insurance-Business	200,941.00	(11,160.00)	(E)	189,781.00
Miscellaneous	162,266.00	(135,540.00)	(F)	26,726.00
Profess. Services	122,362.00	(14,564.00)	(G)	107,798.00
Rent-Building	318,286.00	(4,027.00)	(H)	314,259.00
Rent-Equipment	46,424.00			46,424.00
Repair & Maintenance	81,057.00	(12,737.00)	(I)	68,320.00
Supplies/Office Exp.	155,888.00			155,888.00
Taxes/Licenses/Fees	18,437.00			18,437.00
Telephone	76,699.00	(2,590.00)	(J)	74,109.00
Travel	47,951.00	(2,398.00)	(K)	45,553.00
Bad Debts	78,656.00	(78,656.00)	(L)	0.00
Contributions	19,845.00	(19,845.00)	(M)	0.00
Interest	4,754.00	(4,754.00)	(N)	0.00
	\$ 4,642,280.00	(\$ 900,433.00)		\$ 3,741,847.00

Audited Overhead Rate for Year Ended December 31, 1994

126.75%

AUDIT REPORT NO. 960031
Schedule of Overhead, continued

NOTE:

To disallow amounts over maximum compensation allowed by the Department.

- I. To adjust to actual amount paid.
- II. Disallowed \$12,246.00 as follows:

\$9,000.00 - for scholarship donations in accordance with FAR 31.205-8.
\$1,978.00 - for lack of documentation.
\$1,268.00 - for Chamber of Commerce in accordance with FAR 31.20-43.
- III. Disallowed \$8,133.00 for dues in accordance with FAR 31.205-43.
- IV. Disallowed \$11,160.00 as follows:

\$10,914.00 - Key man insurance in accordance with FAR 31.205-14.
\$ 246.00 - finance charges in accordance with FAR 31.205-20.
- V. Disallowed \$135,540.00 as follows:

\$70,727.00 - for entertainment in accordance with FAR 31.205-14.
\$64,813.00 - for lack of documentation.
- VI. Disallowed \$14,546.00 as follows:

\$6,529.00 - personal expenses.
\$8,035.00 - for bad debts in accordance with FAR 31.205-3.
- VII. Disallowed \$4,027.00 for rental lease back in accordance with FAR 31.205-36.
- VIII. Disallowed \$12,737.00 for lack of documentation.
- IX. Disallowed \$2,590.00 for lack of documentation.
- X. Disallowed \$2,398.00 for direct job cost in accordance with 31.202.

The following accounts were disallowed by the Consultant.
- XI. Disallowed \$778,656.00 for bad debts in accordance with FAR 31.205-3.
- XII. Disallowed \$19,840.00 for contributions in accordance with FAR 31.205-8.
- XIII. Disallowed \$4,754.00 for interest in accordance with FAR 31.205-20.

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 resume 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:

I. 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.

II. Duties and Responsibilities of the RPR:

A. Schedules:

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

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

C. Liaison:

1. 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.
2. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

- D. Shop Drawings and Samples:
1. Record the date of receipt of Shop Drawings and samples.
 2. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the ENGINEER of availability of samples for examination.
 3. 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.
- E. Review of Work, Rejection of Defective Work, Inspections and Tests:
1. 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.
 2. 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.
 3. 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.
 4. 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.
- F. 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.
- G. 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.
- H. Records:
1. Maintain at the 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.

2. 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.
3. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

1. 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.
2. Consult with the ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
3. 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.
4. Report immediately to the ENGINEER and to the LPA upon the occurrence of any accident.

J. 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.

K. Certificates, Maintenance and 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.

L. Completion:

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

2. 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.
3. Observe that all items on the final list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance.

III. Limitations of Authority

The Resident Project Representative:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the ENGINEER.
- B. Shall not exceed the limitations of the ENGINEER'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. 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.
- E. Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
- F. Shall not accept Shop Drawing or sample submittals from anyone other than the Contractor.
- G. Shall not authorize the LPA to occupy the Project in whole or in part.
- H. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

APPENDIX C
FEDERAL PROVISIONS

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.
 - A. 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 suspected or reported violations are promptly investigated.
 - B. 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).
 - C. 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:
 1. (1.) "Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with the 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 agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontractors financed in whole or in part with federal funds provided under this 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."

2. 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 0, 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 USC 276a to a7) 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 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 Standards 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 1 1/2 times the basis rate of pay for all hours worked in the 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 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 ordinarily 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 Clean 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. 94163).

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 (1) (b) 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.

Estimate of Project Time for Construction Engineering Services

Working Days X Increase* = Project Construction Duration

$75 \times 1.25\% = 94 \text{ Days} = \text{Project Construction Duration} + \text{Project Closeout} = \text{Time for Construction Engineering Services.}$

*25% increase attributed to project kickoff and non-chargeable days, i.e., partial or no-work days over the course of the project.

RESIDENT PROJECT REPRESENTATIVE

$752 \text{ hours} / 94 \text{ days} = 8.0 \text{ hour/day average}$

PROJECT MANAGER $94 \text{ DAYS} + 60 \text{ DAYS (CLOSEOUT)} = 154 \text{ DAYS}$

$200 \text{ hours} / 154 \text{ days} = 1.3 \text{ hour/day average}$

ASST. ENGINEER

$94 \text{ hours} / 94 \text{ days} = 1.0 \text{ hour/day average}$

ALDERMEN
O. C. George Ferrell
Ward One

Rodney W. DePriest
Ward Two

Ben L. Todd
Ward Three

Phil Fisher
Ward Four

City of Clinton Mississippi

Rosemary Aultman, Mayor

ALDERMEN
Herb Touchton
Ward Five

Sharbert K. Lott
Ward Six

Jehu Brabham
Alderman-At-Large

Nelson Byrd
City Clerk

May 23, 1996

Dr. Robert L. Robinson
Executive Director
Mississippi Department of Transportation
P. O. Box 1850
Jackson, MS 39215-1850

Dear Dr. Robinson:

REFERENCE: CITY OF CLINTON, MISSISSIPPI
STP-7306(1)B
NORTHSIDE DRIVE AT PINEHAVEN DRIVE

This is to advise that the City of Clinton has completed construction plans and documents for the referenced project and should complete acquisition of all rights-of-way and temporary construction easements within the next 10 days. We will go to construction on this project this summer.

Set forth below is a summary of the opinion of probable construction cost and current allocation of federal funds for this project.

	TOTAL	80% FEDERAL MATCH	20% LOCAL MATCH
Opinion of Probable Construction Cost—Roadway	\$ 328,111.04	\$ 262,488.83	\$ 65,622.21
Opinion of Probable Construction Cost—Traffic Signal	\$ 69,943.65	\$ 69,943.65	-----
Subtotal—Construction Items	\$ 398,054.68	\$ 332,433.48	\$ 65,622.21
Construction Phase Engineering Services	\$ 58,754.90	\$ 47,003.92	\$ 11,750.98
TOTAL	\$ 456,809.58	\$ 379,437.40	\$ 77,373.19
Current Federal Apportionment to Clinton		\$ 275,000.00	
Additional Federal Funds Required		\$ 104,436.40	

As reflected in the summary above, the City of Clinton needs at a minimum an additional \$105,000 of federal funds to complete the project.

As you well know, this intersection is a vital link to the new Clinton High School scheduled to open in August of this year. It is also the northern terminus of the proposed Clinton North/South Corridor.

With plans and documents finalized and right-of-way acquisition efforts complete in the next 10 days, we are essentially ready to advertise for construction when MDOT and FHWA approve all the documentation. We understand that several federal aid projects are not as far along as ours and may not receive funding this fiscal year. Consequently, given the fact that we are virtually sitting "on go," we respectfully request that consideration be given to increasing our federal aid allocation by \$105,000 to meet the full 80% federal match.

I would be happy to discuss this matter with you further if you so desire. Attached is the opinion of probable construction cost for the referenced project. Please let me know what we can do to expedite this matter.

Sincerely,


Rosemary G. Aultman
Mayor

cc: Marlin D. Collier, MDOT
State Planning Engineer

Attachment P.O. Box 156 / 300 Jefferson Street / Clinton, Mississippi 39060 / (601) 924-5462

CITY OF CLINTON, MISSISSIPPI
PROJECT NO. STP-7306(1)/48-7306-00-001-10
NORTHSIDE DRIVE AT PINEHAVEN DRIVE
ENGINEER'S ESTIMATE

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
ROADWAY ITEMS					
201-A	CLEARING AND GRUBBING	L.S.	1.0	15,000.00	\$15,000.00
203-A	UNCLASSIFIED EXCAVATION (L.V.M.)	C.Y.	1,098.0	6.00	\$6,588.00
203-EX	BORROW EXCAVATION (A.H.) (CONTRACTOR FURNISHED) (L.V.M.)(CLASS B9)	C.Y.	4,631.0	9.00	\$41,679.00
203-G	EXCESS EXCAVATION (L.V.M.)	C.Y.	6,413.0	6.00	\$38,478.00
206-A	STRUCTURE EXCAVATION	C.Y.	205.0	7.00	\$1,435.00
213-A	AGRICULTURAL LIMESTONE	TON	6.5	70.00	\$455.00
213-B	COMBINATION FERTILIZER (13-13-13)	TON	1.0	600.00	\$600.00
213-C	SUPERPHOSPHATE	TON	1.10	500.00	\$550.00
214-A	SEEDING (BERMUDA GRASS)	ACRE	2.16	500.00	\$1,080.00
215-A	VEGETATIVE MATERIALS FOR MULCH	TON	4.40	250.00	\$1,100.00
216-A	SOLID SODDING	S.Y.	300.0	6.00	\$1,800.00
219-A	WATERING	M/GALLONS	0.21	600.00	\$126.00
220-A	INSECT PEST CONTROL	ACRE	2.16	750.00	\$1,620.00
907-301-A	PLANT MIX BITUMINOUS BASE COURSE (BB-1)	TON	598.0	36.00	\$21,528.00
304-A	GRANULAR MATERIAL (L.V.M.)(CLASS 5, GROUP C)	C.Y.	2,826.0	16.00	\$45,216.00
907-403-A	HOT BITUMINOUS PAVEMENT, LEVELING COURSE (TYPE BC-1)	TON	498.0	32.00	\$15,936.00
907-403-B	HOT BITUMINOUS PAVEMENT, BINDER COURSE (TYPE BC-1)	TON	359.0	33.00	\$11,847.00
907-403-C	HOT BITUMINOUS PAVEMENT SURFACE COURSE (SC-1)	TON	808.0	34.00	\$27,472.00
406-A	COLD MILLING OF BITUMINOUS PAVEMENT (ALL DEPTHS)	S.Y.	806.0	9.00	\$7,254.00
603-C-E	29" x 18" CONCRETE ARCH PIPE, CLASS AIII	L.F.	162.0	30.00	\$4,860.00
603-C-E	44" x 27" CONCRETE ARCH PIPE, CLASS AIII	L.F.	320.0	50.00	\$16,000.00
603-C-F	29" x 18" CONCRETE ARCH PIPE, END SECTIONS	EACH	4.0	400.00	\$1,600.00
603-C-F	44" x 27" CONCRETE ARCH PIPE, END SECTIONS	EACH	5.0	700.00	\$3,500.00

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ENGINEER'S ESTIMATE

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
ROADWAY ITEMS (CONTINUED)					
603-S-A	29" x 18" PRECAST CONCRETE BEND (45°)	EACH	1.0	750.00	\$750.00
907-604-D	CAP EXISTING CONCRETE GRATE INLET (PER PLANS)	EACH	1.0	2,500.00	\$2,500.00
907-609-B	CONCRETE CURB, HEADER (PER PLANES)	L.F.	442.0	15.00	\$6,630.00
907-613-E	ADJUSTMENT OF EXISTING MANHOLES (PER PLANS)	EACH	3.0	500.00	\$1,500.00
907-613-E	ADJUSTMENT OF EXISTING VALVES (PER PLANS)	EACH	5.0	500.00	\$2,500.00
614-B	CONCRETE DRIVEWAY (WITH REINFORCEMENT)	S.Y.	133.0	30.00	\$3,990.00
618-A	MAINTENANCE OF TRAFFIC	L.S.	1.0	20,000.00	\$20,000.00
626-C or 628-C	4" THERMOPLASTIC EDGE STRIPE (CONTINUOUS WHITE) (60 MIL. MIN.) 4" COLD PLASTIC EDGE STRIPE (CONTINUOUS WHITE)	MILE	0.42	1,500.00	\$630.00
626-E or 628-E	4" THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS YELLOW) (90 MIL. MIN.) 4" COLD PLASTIC DETAIL STRIPE (CONTINUOUS YELLOW)	MILE	0.59	1,500.00	\$885.00
626-G or 628-G	4" THERMOPLASTIC DETAIL STRIPE (WHITE)(4" EQUIVALENT LENGTH) (60 MIL. MIN.) 4" COLD PLASTIC DETAIL STRIPE (4" EQUIVALENT LENGTH) (WHITE)	L.F.	1988.0	0.50	\$994.00
626-G or 628-G	4" THERMOPLASTIC DETAIL STRIPE (4" EQUIVALENT LENGTH)(YELLOW)(90 MIL. MIN.) 4" COLD PLASTIC DETAIL STRIPE (CONTINUOUS YELLOW)	L.F.	168.0	0.60	\$100.80
626-H or 628-H	THERMOPLASTIC LEGEND (WHITE)(120 MIL. MIN.) THERMOPLASTIC LEGEND (WHITE)(120 MIL. MIN.)	L.F.	780.0	0.80	\$624.00
626-H or 628-H	THERMOPLASTIC LEGEND (WHITE)(120 MIL. MIN.) THERMOPLASTIC LEGEND (WHITE) (120 MIL. MIN.)	S.F.	414.2	4.50	\$1,863.90
907-627-C	RED-CLEAR REFLECTIVE RAISED MARKERS	EACH	34.0	5.00	\$170.00
907-627-D	TWO-WAY YELLOW REFLECTIVE RAISED MARKERS	EACH	120.0	6.00	\$720.00
630-A	STANDARD ROADSIDE SIGNS	S.F.	2.0	15.00	\$30.00

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ENGINEER'S ESTIMATE

End of 9

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
TRAFFIC SIGNAL ITEMS (CONTINUED)					
908-668-A	TRAFFIC SIGNAL CONDUIT (UNDERGROUND) (TRENCHED) (TYPE IV) (1")	L.F.	605.0	5.00	\$3,025.00
908-668-A	TRAFFIC SIGNAL CONDUIT (UNDERGROUND) (TRENCHED) (TYPE IV) (2")	L.F.	45.0	15.00	\$675.00
SUBTOTAL - TRAFFIC SIGNAL ITEM					\$66,613.00
815-A	LOOSE RIP-RAP (300 LB)	TON	20.0	50.00	\$1,000.00
SUBTOTAL - ALL ITEMS					\$379,099.70
CONTINGENCIES (5%)					\$18,954.99
OPINION OF PROBABLE CONSTRUCTION COST					\$398,054.69

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LOCAL SURFACE TRANSPORTATION PROGRAM AGREEMENT

FOR

LOCAL PUBLIC AGENCY ROAD/STREET IMPROVEMENTS

This AGREEMENT made by and between the CITY OF CLINTON, Hinds County, Mississippi, hereinafter referred to as the LOCAL PUBLIC AGENCY (LPA) and the MISSISSIPPI DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the DEPARTMENT, for the purpose of establishing the agreed conditions under which the LPA may utilize Surface Transportation Program (STP) Funds provided by the Intermodal Surface Transportation Efficiency Act (ISTEA) and subsequent acts.

WHEREAS, it is understood that conditions presented herein are general in nature with details and specific requirements contained in DEPARTMENT Standard Operating Procedures and the Federal Highway Administration Federal-aid Policy Guide ; and

WHEREAS, the LPA proposes to construct, reconstruct and/or improve traffic services on certain streets, or make other transportation related improvements by the utilization of STP Funds provided by the ISTEA as allocated to the LPA by the DEPARTMENT; and

WHEREAS, the DEPARTMENT has allocated a specific amount of STP Funds to the LPA or the Metropolitan Planning Organization (MPO) of

which it is a part in accordance with the formula for distribution to urban areas throughout the State of Mississippi and intends to allocate additional STP Funds as these funds become available; and

WHEREAS, the allocated STP Funds may be used for funding approved projects using the maximum allowable funding ratio unless such participation would result in an amount greater than the total LPA allocation at which time the Federal participation ratio will be reduced accordingly so that the total LPA allocation will not be exceeded; and

WHEREAS, the selection of projects for utilization of the allocated STP Funds will be made by the LPA and will be subject to the concurrence by the DEPARTMENT and the Federal Highway Administration.

NOW THEREFORE, it is mutually agreed that: Articles of this Agreement shall supersede all previous Federal-aid Urban System Agreements between the LPA and the State Transportation Commission of the State of Mississippi.

THE LPA WILL FOR EACH PROJECT:

ARTICLE I: Select a proposed project and contact the DEPARTMENT's District Engineer and MPO, if applicable, to determine the eligibility of the project for funding under the Local Surface Transportation Program.

ARTICLE II: Prepare DEPARTMENT PAR and RWD-700 forms for the initiation of the project and submit to the DEPARTMENT's District Engineer. Advise the DEPARTMENT in the submittal if additional

right-of-way will be required for the project and if the LPA plans to partially finance the project with funds from Federal Agencies other than the Federal Highway Administration.

ARTICLE III: After notification of PAR approval, make necessary field surveys and prepare preliminary plans for initial review by the DEPARTMENT. After the DEPARTMENT's review, make corrections if necessary and furnish four (4) sets of corrected preliminary plans for a joint field inspection of the project with representatives of the DEPARTMENT, Federal Highway Administration, LPA and Consulting Engineer, if one has been retained by the LPA for the preparation of the plans. The total cost for field surveys and preparation of plans will be borne by the LPA.

ARTICLE IV: Prepare and submit for approval a draft environmental document, conceptual relocation plan, preliminary plans and displays as required for, advertise opportunity for, and conduct public hearings when required; coordinate with plans of other agencies; and all related preliminary requirements; the total cost of which is to be borne by the LPA.

ARTICLE V: Submit final environmental documents to the DEPARTMENT with a request for a Categorical Exclusion determination, Finding of No Significant Impact (FONSI), or Record of Decision (ROD), by the DEPARTMENT and Federal Highway Administration.

ARTICLE VI: Using LPA forces or consultants prepare right-of-way plans, maps and deeds; abstract titles; make right-of-way appraisal review; acquire all right-of-way as required

for construction of each project; relocate or adjust utilities or enter into agreements for the relocation or adjustment of utilities; enter into agreements for any railroad work required; prepare right-of-way stage relocation plan; provide relocation assistance to all families, farms or business enterprises, etc. that are required to relocate as a result of each project, the total cost of which is to be borne by the LPA.

ARTICLE VII: If right-of-way is required for the construction of a project, the LPA shall acquire the necessary right-of-way in accordance with 49 CFR (Code of Federal Regulations), Part 25, and the DEPARTMENT's standard operating procedures for right-of-way.

ARTICLE VIII: Should the LPA desire Federal-aid participation in construction engineering to be performed by the LPA forces, the methods and rates of compensation for construction engineering services performed will be established in the form of an agreement between the LPA and DEPARTMENT with the approval of the Federal Highway Administration. If the LPA desires Federal-aid participation in construction engineering by either a Professional Engineer or an Architectural Consultant, the methods and rate of compensation for construction engineering services performed will be established in the form of an agreement between the LPA and the consultant firm with required approval of the Department and FHWA . Individual hourly time charges to the project for construction engineering work performed by each LPA or consultant employee must be properly documented, and monthly statements of these charges must be furnished to the DEPARTMENT. Total construction

engineering charges by both the LPA, consultant and the DEPARTMENT exceeding fifteen percent (15%) of the total construction cost are not eligible for Federal-aid participation. All charges determined to be Federal-aid non-participating will be borne by the LPA.

ARTICLE IX: The LPA will prepare and bear the cost of other miscellaneous documents required as part of project development, such as soil surveys, pavement type selections and designs, design exception requests, requests for the use of proprietary items or LPA forces or equipment for public interest findings, signal operation plans, etc. The LPA will also have technicians and equipment certified per MDOT's SOP to perform testing on the project.

ARTICLE X: The LPA will furnish four (4) sets of review plans and four (4) draft copies of the specifications and proposal documents to the DEPARTMENT for office review by the LPA, DEPARTMENT, Federal Highway Administration and the Consulting Engineer, if one has been retained by the LPA. After corrections, if necessary, submit four (4) copies of each of the following to the DEPARTMENT: Agreement between the LPA and the Railroad Company if a railroad crossing is involved; Agreement between the LPA and the Consulting Engineer for construction engineering, if employed; Utility Agreement, if required; Construction Cost Estimate; Right-of-Way and Utility Certification; Encroachment Certificate and Hazard Waste Certificate; Construction Plans; Specifications ; Contract Documents and Environmental Reevaluation.

ARTICLE XI: Upon notification of authority to advertise for receipt of bids, proceed with the advertisement, receipt of bids, and opening of bids in accordance with DEPARTMENT and Federal Highway Administration requirements.

ARTICLE XII: After opening of bids, if it is the intention of the LPA to recommend award of the contract, submit the required LPA matching funds for construction and construction engineering to the DEPARTMENT for deposit along with the following: the original and four (4) copies of the letter requesting concurrence in the award; four (4) certified copies of bid tabulations of all bids received; four (4) certified copies of the engineer's estimate; one (1) certified original of the non-collusion affidavit for the low bidder; one (1) certified copy of the certificate on Disadvantaged Business Enterprises to be utilized by the low bidder; (1) certified copy of the name of the LPA employee assigned to be in responsible charge and direct control of the project and the name of the safety officer assigned to the project, and recommendation of award with documentation of the basis for the recommendation should the bid vary more than ten percent (10%) above the engineer's estimate. The LPA may choose to deposit the full amount or deposit only one-third (1/3) of the LPA share of the cost at this time. If the LPA elects to make the partial deposit, an additional one-third (1/3) of the LPA's share of the cost must be submitted before or with the first estimate before the first construction progress estimate will be paid by the DEPARTMENT. The remaining balance will then be required with the next construction

progress estimate. No estimate will be paid by the DEPARTMENT if the LPA's share of the cost exceeds the amount deposited by the LPA. If the LPA intends to reject bids received, the LPA must submit the original and three (3) copies of the letter with reasons requesting concurrence from the DEPARTMENT and Federal Highway Administration. If the LPA intends to re-advertise for bids, the letter must also include a request for authority to re-advertise and include any changes to the plans, specifications, or estimate which all must be approved by the DEPARTMENT and Federal Highway Administration prior to re-advertising. If cost overruns increase the cost of the project beyond the amount of the existing project funding, the LPA will deposit the required matching funds with the DEPARTMENT prior to the submittal of an invoice which would exceed that amount. Any LPA matching funds remaining in the project fund upon completion of the project will be returned to the LPA within approximately six weeks following the processing of the final estimate for payment.

ARTICLE XIII: After concurrence by the DEPARTMENT and the Federal Highway Administration in the award of the contract, the LPA will execute the contract with the Contractor and issue a notice to proceed with the work; and furnish four (4) certified copies of the contract to the DEPARTMENT for distribution.

ARTICLE XIV: The LPA will employ or retain a registered professional engineer as the LPA Engineer to act for and on behalf of the LPA to be responsible for all construction engineering activities. Other competent technical assistance will be employed

by the LPA as deemed necessary to assist the LPA Engineer. The Chief Engineer of the DEPARTMENT will assign a LPA employee to be in responsible charge and direct control of each Federal-aid project. If the LPA retains a Consulting Engineer as the LPA Project Engineer, they will be responsible for all construction engineering activities, but such activities will be under the direct control of the LPA employee assigned by the Chief Engineer. If the LPA has a full-time publicly employed registered professional Engineer on staff, the LPA agrees that the Chief Engineer may assign the LPA Engineer as the Project Engineer to be in responsible charge and direct control of the Federal-aid Local project.

ARTICLE XV: The LPA is to submit any Supplemental Agreement or Quantity Adjustment to the DEPARTMENTS District Engineer for approval. Prior verbal or written approval must be obtained from both the DEPARTMENT and FHWA before the work covered under the supplemental agreement or quantity adjustment is allowed to be performed.

ARTICLE XVI: The LPA is to provide required project records such as diaries, time extensions, survey notes, field books with measured quantities of pay items acceptable for payment, plant inspections reports, daily concrete reports, daily asphalt reports, employee interview reports, weekly traffic control inspection reports, etc.

ARTICLE XVII: The LPA will provide for the sampling and testing of all materials to be used in the construction prior to

the incorporation in the work and certify to the DEPARTMENT that all materials used meet the requirements of the plans and specifications. This certification will be based upon test reports and manufacturer's certificates and /or certified test reports as applicable as set forth in DEPARTMENT Standard Operating Procedure TMD-20-04-00-000.

ARTICLE XVIII: Project records will be maintained on file by the LPA for at least three years from the date of payment of the final estimate and may be audited by representatives of the DEPARTMENT at any time. DEPARTMENT costs for such audits will be charged to the project.

ARTICLE XIX: The LPA will prepare and certify monthly construction progress estimates of the work completed and make monthly payments to the Contractor based on the value of the work completed, less retainage. Allowable costs, other than cost incurred by competitive bidders, shall be determined in accordance with provisions of Subpart 1-15, Federal Procurement Regulations dated December, 1970, with revisions, and applicable established local policies not in conflict with these regulations.

ARTICLE XX: Upon completion of the work by the Contractor, the LPA will request a final inspection through the DEPARTMENT District Engineer who will coordinate the date of the inspection.

ARTICLE XXI: A final inspection by representatives of the LPA, the DEPARTMENT and Federal Highway Administration will be held to determine if all work is satisfactorily. After receiving the DEPARTMENT's letter agreeing to the release of the contractor from

maintenance responsibility, the LPA is to advise the contractor that they are released from maintenance responsibility. The LPA will further advise the Contractor that final acceptance will follow after completion of all responsibilities of the contract.

ARTICLE XXII: The LPA will prepare and submit all computations and final data on the completed work, based on final quantities, for submittal to the DEPARTMENT Final Plans Engineer for checking and verification of quantities. The final data should include as-built plans (3) copies: 1 for the DEPARTMENTS District office, 1 for the DEPARTMENT central office, and 1 for the DEPARTMENTS final plans check. The final estimate prepared and submitted by the LPA must reflect quantities checked by the Final Plans Engineer. DEPARTMENT costs for work by the Final Plans Engineer will be charged to the project.

ARTICLE XXIII: The LPA will furnish certified copies of all estimates of completed work to the DEPARTMENT for payment. Upon completion of the contract have the contractor furnish a Statement of Materials and Supplies (Form FHWA-47) for projects totaling \$1,000,000 or more, and submit the Form FHWA-47, a completed copy of Form TMD-725, the statement of estimated final quantities, test reports on materials and a copy of the release by the bonding company to pay all moneys to the Contractor.

ARTICLE XXIV: Upon notification by the DEPARTMENT that the Statement of Materials and Supplies (Form FHWA-47) when required, the release by the bonding company for final payment to the Contractor, and the satisfactory statement of materials and tests

have been received, and the DEPARTMENT issues a letter of final acceptance of the project, the LPA will notify the Contractor by letter of the final acceptance of the project and termination of his responsibility.

ARTICLE XXV: The LPA will maintain proper accounting records, payrolls, documents, papers, and other necessary data to support the cost incurred for services provided, and 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 will be available for inspection by the DEPARTMENT, the Federal Highway Administration, and any other authorized representative of the Federal Government, and copies thereof will be furnished if requested.

ARTICLE XXVI: The LPA will maintain the completed project with LPA maintenance crews and not permit any changes to be made which would affect traffic and/or traffic control on the completed improvement without the prior approval of the DEPARTMENT. The LPA understands that failure to fulfill this responsibility in regard to maintenance of the improvement, its operation or regulation will disqualify the LPA from receiving any Federal-aid funds until such time as the deficiencies are corrected to the satisfaction of the DEPARTMENT and Federal Highway Administration.

ARTICLE XXVII: Comply with the provisions of Title VI of the 1964 Civil Rights Act, and as these stated provisions apply to a Contractor they will also apply to the LPA for force account work. Required Contract Provisions (Form FHWA 1273) and Special

Provisions (FHPM Transmittal 147) dated June 26, 1975, and subsequent revisions, are attached and made a part of this Agreement, and as these stated provisions apply to a Contractor they will also apply to the LPA for force account work.

ARTICLE XXVIII: The LPA will assume all responsibility for and save the DEPARTMENT harmless from any injuries or damages, received or sustained by any person, persons or property, growing out of any action or omission to act in the conduct of this work.

ARTICLE XXIX: 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.

(1) Policy. It is the policy of the United States Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with the Federal Funds under this agreement. Consequently, the DBE requirements of 49 CFR, Part 23, apply to this agreement.

(2) DBE AND WBE Obligation. The DEPARTMENT and the LPA agree to ensure that disadvantaged business enterprises as defined in 49 CFR, Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this agreement. In this regard the DEPARTMENT and the LPA 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 LPA shall not discriminate on the basis of race, color, national origin, sex, disability or veteran status, etc., in the award or performance of a DEPARTMENT assigned contract.

(3) The DEPARTMENT shall advise the LPA that failure to carry out the requirements set forth in Section 23.43 of 49 CFR Part 23 (a) shall constitute a breach of contract and, after the notification of the DEPARTMENT, may result in termination of the contract by the DEPARTMENT or such remedy as the DEPARTMENT deems appropriate.

The LPA approves and adopts the DEPARTMENT DBE Program currently in effect. A copy of this program is attached and made a part of this agreement. It is fully understood that the current program has been approved by the Federal Highway Administration and modifications to the program may be required from time to time by Federal Authority. In such case, subgrants of Federal Funds to the LPA through the DEPARTMENT shall be contingent upon the LPA approving and adopting all modifications required by Federal Authority upon notification and receipt of the modifications from the DEPARTMENT.

The LPA will approve and incorporate the DEPARTMENT's current specifications on the subject disadvantaged business enterprise which is a part of the DBE Program.

The LPA will designate and adequately fund a liaison officer as well as such support staff as may be necessary and proper to administer the program and furnish the DEPARTMENT a description of the authority responsibilities and duties of the liaison officer and support staff.

The LPA will allow access by representatives of the DEPARTMENT and Federal Highway Administration to all parts of the work records documentation as related to the implementation and monitoring of provisions of the Disadvantaged Minority Business Enterprise Program and specifications.

ARTICLE XXX: The LPA agrees to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), and Environmental Protection Agency regulations (40 CFR, Part 15). All violations shall be reported to the Department and to the U.S.E.P.A. Assistant Administrator for Enforcement.

ARTICLE XXXI: The LPA will have an approved audit system of their operations in accordance with the Single Audit Act of 1984, 49 CFR, Part 90, and that the findings of such audits are properly resolved. The LPA agrees to submit to the DEPARTMENT the following documents that cover the periods that Federal-aid Local projects are underway:

- (1) The annual audit report of its operation for the years construction is underway.

- (2) Any management letters that are issued in connection with the audit, and
- (3) The plan for correction of reported findings.

THE DEPARTMENT WILL FOR EACH PROJECT:

ARTICLE I: Review the proposed project selection of the LPA to determine eligibility for funding with Surface Transportation Program Funds. If determined to be eligible, the DEPARTMENT's District Engineer will instruct the LPA on the proper procedures for initiation of the project.

ARTICLE II: Assign/approve a LPA employee to be in responsible charge and direct control of each Federal-aid project.

ARTICLE III: On request from the LPA furnish guidance in accomplishing all requirements of the preliminary engineering and right-of-way phase, including all public hearing requirements and environmental requirements.

ARTICLE IV: Assist in scheduling and participate in the field inspection of the proposed project with preliminary plans for adaptation to field requirements.

ARTICLE V: Review the LPA Plans, Specifications, Engineer's Cost Estimate, Right-of-Way and Utility Certification, Encroachment Certification, Hazardous Waste Certification, Environmental Revaluation, Public Interest Findings Requests and Technician Testing and Certifications and upon approval, forward the assembly

to the Federal Highway Administration for approval and authorization to advertise for bids.

ARTICLE VI: Notify the LPA when the project has been authorized by the Federal Highway Administration to advertise for bids and advise the local of the DEPARTMENT and Federal requirements for advertising and receiving bids.

ARTICLE VII: Review the recommendations and tabulation of bids and other required documents furnished by the LPA and make recommendations to the Federal Highway Administration concerning the award of a contract, rejection of bids, and readvertising. Required matching funds submitted by the LPA will be credited to the project fund by the DEPARTMENT.

ARTICLE VIII: Advise the LPA of the DEPARTMENT and FHWA concurrence (or non-concurrence) in the award of the contract and, with concurrence, enter into a Federal-aid Project Agreement with the Federal Highway Administration based on contract prices and authorize the LPA to proceed with work. Distribute copies of the executed contract.

ARTICLE IX: Notify the project engineer, district, Materials Division, FHWA, and other offices when the LPA has issued a Notice to Proceed.

ARTICLE X: Review and authorize payment to the LPA for the completed work on monthly construction progress estimates that have been checked and certified by the LPA and final estimates prepared and submitted by the LPA and checked by the DEPARTMENT Final Plans

Engineer. Total payments shall not exceed the total amount allocated to the project.

ARTICLE XI: Review and authorize payment to the LPA for monthly statements of hourly time charges to the project by LPA OR approved consultant employees who perform construction engineering work. Construction engineering services performed by DEPARTMENT employees will also be charged to the project with the total construction engineering charges by both the LPA and the DEPARTMENT not to exceed fifteen percent (15%) of the total project construction cost.

ARTICLE XII: Make inspections of the work and construction engineering services during the life of the contract and advise the LPA of results.

ARTICLE XIII: Assist the LPA in the preparation of Quantity Adjustment and/or Supplemental Agreements to the Contract found to be necessary during the life of the contract.

ARTICLE XIV: Participate in a final inspection of the project upon request of the LPA with representatives of the LPA and the Federal Highway Administration. The DEPARTMENT's District Office will notify the Construction Division, which in turn will notify the FHWA about scheduling a final inspection. If the work is determined to be satisfactory, the DEPARTMENT will issue a release of maintenance responsibility to the LPA. The LPA may then notify the Contractor that they are released from maintenance responsibility.

ARTICLE XV: Notify the LPA in writing of the DEPARTMENT's final acceptance of the project following receipt of the Statement of Materials and Supplies (Form FHWA-47) when required; the release by the bonding company of the final payment to the Contractor; and the satisfactory statement of materials and tests. The LPA may then notify the Contractor in writing of the final acceptance and termination of their responsibility.

IN WITNESS WHEREOF, the parties have affixed their signatures,
LPA OF Clinton on the 18th day of June, A.D.,
1996, Minute Book X, Page 1234-1252 and the DEPARTMENT on
the _____ day of _____, A.D., 19____, Minute Book
_____, Page _____.

LPA OF Clinton, Hinds COUNTY

Rosemary S. Aultman
MAYOR/PRESIDENT OF BOARD

ATTEST:

Nelson Byrd
CLERK

MISSISSIPPI DEPT. OF TRANSPORTATION

EXECUTIVE DIRECTOR

ATTEST:

SECRETARY

CONTRACT CHANGE ORDER

//.

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

CONTRACTOR: Superior Asphalt, Inc., P.O. Box 720099, Jackson, MS 39272

DATE: 06/03/96

CHANGE ORDER NUMBER: Three (3)

PROJECT NAME: United Artists Street & Utility Improvements

REASON FOR CHANGE: The City requested the Contractor to place the surface course on the existing 1,080 L.F. x 38' Wide Clinton Center Drive in lieu of the Developer so that surface course

can be placed on new and old street at the same time.

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QUANTITY	UNIT	UNIT COST	TOTAL CONTRACT
	PART B: FRONTAGE ROAD ITEMS				
18.	Hot Bituminous Surface Course, SC-1, Type 8, for Existing Clinton Center Drive	500	Ton	\$ 31.75	\$ 15,875.00

TOTAL CONTRACT CHANGE:

\$ 15,875.00

ORIGINAL CONTRACT AMOUNT:

\$ 564,126.10

CURRENT CONTRACT AMOUNT:

\$ 569,311.03

THIS CONTRACT CHANGE:

(+) \$ 15,875.00

REVISED CONTRACT AMOUNT:

\$ 585,186.03

CURRENT CONTRACT COMPLETION DATE:

08/19/96

TIME EXTENSION REQUIRED BY CHANGE:

N/A

REVISED CONTRACT COMPLETION DATE:

N/A

THE DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY:

Jerry L. Tullos
JERRY L. TULLOS, P.E.
ALFORD ENGINEERING

6/3/96
DATE

ACCEPTED BY:

Ken Fulton
CONTRACTOR

6/12/96
DATE

APPROVED BY:

Rosemary G. Aultman
CITY OF CLINTON

6/19/96
DATE

1253