

**RECESSED MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, OCTOBER 18, 1994 - 7 P.M.
MUNICIPAL COURTROOM - 305 MONROE STREET**

The Mayor and Board of Aldermen of the City of Clinton met in Recessed Meeting at 7 P.M., at the Municipal Courtroom, 305 Monroe Street, pursuant to a Recess Order adopted by said Mayor and Board of Aldermen at their Regular Meeting of October 4, 1994, as found on Page 835 of this Minute Book W.

WELCOME AND CALL TO ORDER - Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The Invocation was led by Dr. Stan Fornea, pastor of Morrison Heights Baptist Church, followed by the Pledge of Allegiance to the Flag led by Alderman Jehu Brabham.

ROLL CALL - City Clerk Nelson Byrd

Present - Jehu Brabham - Alderman-at-Large
O. C. George Ferrell - Alderman Ward 1
Rodney DePriest - Alderman Ward 2
Ben Todd - Alderman Ward 3
Phil Fisher - Alderman Ward 4
Herb Touchton - Alderman Ward 5
Sharbert Lott - Alderman Ward 6
Mayor Rosemary Aultman - Presiding

City Attorney Ken Dreher
City Clerk Nelson Byrd

RECOGNITIONS

Mayor Aultman introduced the 1994-1995 Mayor's Youth Council stating that these outstanding Clinton High School students will be learning about City government, citizen participation in local government, and participating in volunteer activities in the community.

Mayor Aultman recognized Clinton Fire Department Public Education Officer Bill Smith who recently won the "Outstanding Education Officer in the State of Mississippi" Achievement Award presented by the Insurance Women of Jackson.

Mayor Aultman presented to Margaret Schweers and a group of Eastside Elementary School Students a resolution declaring "Red Ribbon Week" in Clinton, Mississippi, from October 22-29, 1994. Red Ribbon Week is proclaimed nationally as a reminder to not use or abuse alcohol or drugs.

APPROVAL OF CONSENT AGENDA ITEMS A-W:

MOTION made by Alderman Fisher and **SECONDED** by Alderman Touchton to approve Consent Agenda Items A-W as listed on page 848-849 of this Minute Book W, noting that Consent Agenda Item C, will serve to advertise favorably the opportunities, possibilities, and resources of the City of Clinton. Quotes listed in item H are on file in the Office of the City Clerk. **MOTION CARRIED UNANIMOUSLY.**

AUTHORIZATION GRANTED TO PWD TO CLEAN STREET CURB IN FRONT OF LOT ON LISI LANE OWNED BY ROGER HANCOCK

Noting that the lot located on Lisi Lane owned by Mr. Roger Hancock had been cut as requested by the City, but debris from said clean-up was left at the curb and street, **MOTION** made by Alderman Fisher and **SECONDED** by Alderman Lott authorizing the City Public Works Department to clean up the curb and street in front of said

vacant lot. MOTION CARRIED UNANIMOUSLY.

REIMBURSEMENT RESOLUTION AUTHORIZED

MOTION made by Alderman Touchton and SECONDED by Alderman Fisher to approve that reimbursement resolution found on pages 850-852 of this Minute Book W. MOTION CARRIED UNANIMOUSLY.

ADOPTION OF RESOLUTION SUPPORTING THE CONSTRUCTION OF A NORTH - SOUTH PARKWAY IN THE CITY OF CLINTON

MOTION made by Alderman Todd and SECONDED by Alderman Fisher to adopt that resolution found on pages 853-854 of this Minute Book W supporting the construction of a north-south parkway in the City of Clinton. MOTION CARRIED UNANIMOUSLY.

FINAL PLAT OF TWIN LAKES OF CASCADES PART 7 APPROVED

MOTION made by Alderman Fisher and SECONDED by Alderman Brabham to approve the Final Plat of Twin Lakes of Cascades Subdivision, Part 7, as presented. MOTION CARRIED UNANIMOUSLY. Said section will consist of 28 lots.

APPROVAL OF AGREEMENT BETWEEN THE CITY OF CLINTON AND NEEL-SCHAFER, INC., FOR CITY WIDE INTERSECTION IMPROVEMENTS

MOTION made by Alderman Fisher and SECONDED by Aldermen Todd to approve that agreement between the City of Clinton and Neel-Schaffer, Inc., for professional services for City-wide intersection improvements as found on pages 855-878 of this Minute Book W, noting the following two corrections: (1) page 11, section 8.3, line 1, change "pages 1-16" to "pages 1-12"; (2) page 6, change insurance to \$1,000,000.00 coverage with umbrella. MOTION CARRIED UNANIMOUSLY.

It was stated that the bidding process is anticipated to take approximately 38 weeks, with a 6-8 month construction period, for a total expected construction period of 15-18 months.

BID AWARDED TO UTILITY MAINTENANCE COMPANY FOR NORTHWEST SEWAGE CONSOLIDATION PROJECT

As shown by proof of publication found on page 879 of this Minute Book W that sealed bids would be received on September 23, 1994, for the Northwest Sewage Consolidation Project, said bids were received and opened as shown on the certified bid tabulation found on page 880 of this Minute Book W. Upon the recommendation of Williford, Gearhart, and Knight, MOTION made by Alderman Todd and SECONDED by Alderman DePriest to award said bid to low bidder Utility Maintenance Company in the amount of \$81,045.00. MOTION CARRIED UNANIMOUSLY. It was stated that said project will be completed by January, 1995.

LEASE AGREEMENT APPROVED BETWEEN THE CITY OF CLINTON AND THE CLINTON PUBLIC SCHOOL DISTRICT FOR BMX PROPERTY

MOTION made by Alderman Lott and SECONDED by Alderman DePriest to approve that lease agreement between the City of Clinton and the Clinton Public School District found on pages 881-884 of this Minute Book W regarding the BMX property located on Springridge Road. MOTION CARRIED UNANIMOUSLY.

CITY ENGINEER AUTHORIZED TO REQUEST PROPOSALS FOR PRELIMINARY ENGINEERING AND DESIGN OF NORTH-SOUTH PARKWAY

MOTION made by Alderman Brabham and SECONDED by Alderman Ferrell authorizing the City Engineer to proceed with requesting proposals for the preliminary engineering and design of the North - South Parkway. MOTION CARRIED UNANIMOUSLY.

ADJOURNMENT - 7:42 P.M.

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

Copy of Agenda may be found on Pages 848-849 of this Minute Book W.

APPROVED: Rosemary Aultman
Rosemary Aultman, Mayor

October 21, 1994
Date

ATTEST: Nelson Byrd
Nelson Byrd, City Clerk

October 21, 1994
Date

SEAL

REIMBURS.RES

The Mayor and Board of Aldermen of the City of Clinton, Mississippi, acting for and on behalf of the City of Clinton, Mississippi, took up for further consideration the matter of the issuance of General Obligation Bonds, of the City of Clinton, Mississippi. After discussion of the subject, Alderman TOUCHTON offered and moved the adoption of the following resolution:

RESOLUTION SETTING FORTH THE OFFICIAL INTENT OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI (THE "CITY"), TO REIMBURSE SAID CITY FOR CERTAIN EXPENDITURES TO BE MADE FOR THE PROJECTS TO BE CONSTRUCTED WITH THE PROCEEDS OF THE CITY'S \$1,000,000 GENERAL OBLIGATION BONDS, SERIES 1994 (THE "BONDS"), SAID EXPENDITURES BEING MADE PRIOR TO THE ISSUANCE OF SAID BONDS, NOT TO EXCEED \$200,000, AND THE AGREEMENT BY THE CITY TO COMPLY WITH ALL REGULATIONS RELEASED BY THE INTERNAL REVENUE SERVICE ON JUNE 30, 1993, GOVERNING THE FINAL REIMBURSEMENT OF EXPENDITURE MADE PRIOR TO THE ISSUANCE OF GOVERNMENTAL OBLIGATIONS.

WHEREAS, the Mayor and Board of Aldermen (the "Governing Body") of the City of Clinton, Mississippi, acting for and on behalf of the City of Clinton, Mississippi (the "City") will authorize the sale of General Obligation Bonds (the "Bonds") of the City of Clinton, Mississippi, a portion of the proceeds of which are to be used in relationship to Water and Sewer Improvements (the "Project");

WHEREAS, the City has incurred and/or will incur certain expenditures prior to the issuance of the Bonds for the Project (the "Expenditures");

WHEREAS, it is necessary that the Governing Body on behalf of the City declare its intent (the "Intent") to reimburse said City for these certain Expenditures;

WHEREAS, the Governing Body reasonably expects to reimburse the Expenditures with the proceeds of the Bonds;

WHEREAS, the Governing Body declares that its Official Intent is a declaration of intent under Treasury Regulation Section 1.150-2 (the "Regulations");

WHEREAS, the Governing Body certifies that those expenditures to be reimbursed are only those Expenditures incurred in the construction of the Project and allowed under the Regulations; and

WHEREAS, the maximum principal amount of proceeds of the Bonds to be used for reimbursement of the Expenditures is Two Hundred Thousand Dollars (\$200,000.00).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:

Section 1. The Governing Body declares its Intent to reimburse the City for certain Expenditures incurred by the City, prior to the issuance of the Bonds, in the construction of the Project.

Section 2. The fund from which the Expenditures were paid is the Water and Sewer Fund and the purpose of this fund is for Water and Sewer improvements.

Section 3. The Governing Body reasonably expects to reimburse itself from the proceeds received from the issuance of the Bonds.

Section 4. The Governing Body declares its resolution of Intent is a declaration of intent as set forth in Treasury Regulation Section 1.150-2 which were effective June 30, 1993.

Section 5. The Governing Body declares that those expenditures to be reimbursed are only those expenditures incurred in the construction of the Project and allowed under the Regulations.

Section 6. The governing Body certifies that the maximum principal amount of proceeds of the Bonds to be used for reimbursement of Expenditures is Two Hundred Thousand Dollars (\$200,000.00).

Section 7. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Resolution shall become effective upon the adoption hereof.

Following the reading of the foregoing Resolution, Alderman FISHER seconded the motion for its adoption. The Mayor put the question to a roll call vote, and the result was as follows:

Alderman <u>BRABHAM</u>	voted: <u>AYE</u>
Alderman <u>FERRELL</u>	voted: <u>AYE</u>
Alderman <u>DEPRIEST</u>	voted: <u>AYE</u>
Alderman <u>TODD</u>	voted: <u>AYE</u>
Alderman <u>FISHER</u>	voted: <u>AYE</u>
<u>TOUCHTON</u>	<u>AYE</u>
<u>LOTT</u>	<u>AYE</u>

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, on this the 18th day of OCTOBER, 1994.

Rosemary Gultman
Mayor

ATTEST:

Nelson Byrd
City Clerk

(SEAL)

RESOLUTION

1. WHEREAS, the Mayor and Board of Aldermen have determined that the future development of the City of Clinton, its growth and prosperity can be greatly promoted through improvements to and development of the transportation facilities of the City; and

2. WHEREAS, the Mayor and Board of Aldermen have carefully reviewed all previous technical data and studies of the feasibility and construction of a corridor road connecting the northern and southern sections of the City; and

3. WHEREAS, the Mayor and Board of Aldermen have noted the increased urgency of the development of a transportation corridor based upon a number of factors, including:

- (a) increased traffic and congestion throughout the inner City with the location and construction of the new high school in north Clinton near Pinehaven Road;
- (b) emergency and public safety problems and general inconvenience created by the lack of a grade separation crossing of the railroad tracks which split the City and have grown due to the increase in volume of railroad traffic; and
- (c) increased need to provide all areas of the City with easy access to Interstate 20, schools, recreational facilities, businesses and residential areas and to encourage and promote the general development of all areas of the City.

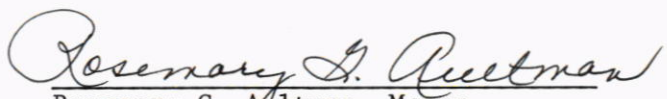
4. WHEREAS, the Hinds County Board of Supervisors, recognizing the importance of transportation to both the County and the City, have offered to provide financial assistance to the City to initiate such development.

BE IT THEREFORE RESOLVED that the Mayor and Board of Aldermen do hereby announce their support and encouragement of the development and construction of a North-South Parkway for the City of Clinton.

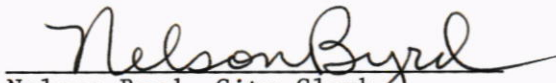
Following the reading of the foregoing Resolution, Motion made by Alderman Todd and Seconded by Alderman Fisher to adopt said Resolution. The Mayor put the question to a roll call vote, and the result was as follows:

Alderman Brabham - "aye"
Alderman Ferrell - "aye"
Alderman DePriest - "aye"
Alderman Todd - "aye"
Alderman Fisher - "aye"
Alderman Touchton - "aye"
Alderman Lott - "aye"

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, on this the 18th day of October, 1994.


Rosemary G. Aultman, Mayor

ATTEST:


Nelson Byrd, City Clerk

SEAL

10

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into by and between the Board of Trustees of the Clinton Public School District (Trustees) and the City of Clinton, Mississippi (Clinton) for the lease by the Trustees of certain lands to the City for recreational purposes; to-wit:

1. For and in consideration of the sum of Four Hundred and No/100 Dollars (\$400.00) and other valuable consideration herein recited the Trustees do hereby lease and let unto the City the following described lands in the First Judicial District of Hinds County, Mississippi; to-wit:

A parcel of land situated in the South 1/2 of Section 32, T6N-R1W, Hinds County, Mississippi, and being more particularly described as follows: From the intersection of the East right of way line of Springridge Road with the line between the North 1/2 and the South 1/2 of Section 32, T6N-R1W; then South 1 degree 45 minutes 30 seconds West along the East right of way line of Springridge Road for a distance of 1410.0 feet to the true POINT OF BEGINNING of the property herein described; thence South 89 degrees 40 minutes East for a distance of 1320.0 feet; thence South 1 degree 45 minutes 30 seconds West for a distance of 390.0 feet; thence North 89 degrees 40 minutes West for a distance of 1320.0 feet to the East right of way line of Springridge Road; thence North 1 degree 45 minutes 30 seconds East along the East right of way of Springridge Road for a distance of 390.0 feet to the POINT OF BEGINNING, containing 12 acres, more or less.

2. The term of this lease shall be for a period of two years beginning on the 1st day of May, 1994, and ending on the 30th day of April, 1996; and the lease rental shall be paid with the execution of this lease.

3. The use of the leased premises is limited to utilization thereof for recreational purposes. It is expressly understood and agreed that the City contemplates the sub-leasing and assignment of the leased premises to a civic club or association which proposes to develop an area for use by the youth of the City of Clinton as a track for non-motorized bicycle or tricycle riding by said youth. As a further consideration for this lease of lands, the City will protect, indemnify and hold harmless the Trustees and the Clinton Public School District from all loss and/or expense arising out of any claim, real and/or imagined, for personal injury and damages or for property loss occasioned or alleged to have been occasioned by the use of said lands; and in furtherance thereof will place, or caused to be placed by a sub-lessee of the described premises, in force and effect a policy or policies of insurance in

the principal amount of One Million Dollars (\$1,000,000.00) to insure the operation and/or operators of the recreational facility herein described against loss as described; and, further shall require said club or association to enter into such an agreement to hold the Trustees and the Clinton Public School District harmless from loss and expense as aforesaid.

4. It is covenanted understood that the use of motorized bicycles, tricycles and/or other equipment or vehicles upon the recreational facilities; except in the ordinary course of construction, repair and/or maintenance of said facility by the City or its sub-lessee, their agents, servants and employees; shall be expressly prohibited; and, that in the event or occurrence of the use of said leased premises in a manner prohibited or not herein expressly authorized shall, at the option of the Trustees, cause this lease to be terminated and all rentals forfeited.

5. It is covenanted and agreed that the City and/or its sub-lessee shall at the expiration of this lease cause the leased premises to be returned to and placed in the condition it is as of the date of the execution of this lease in that such facilities and tract described above shall be removed; together with all buildings and other structures placed thereon by the City and/or its sub-lessee. The Trustees, however, at their option, may permit and allow such of the facilities, buildings and structures as they may designate in writing to remain in place.

6. Specifically reserving and excepted from this lease is all merchantable timber now, and during the term hereof, being situated on said land and any and every interest in oils, gases and other minerals that may be in or under said land, with full right in the Board of Trustees to sell said timber, and to lease such oil, gas mineral rights to any other, as provided by law without breach of any right of City and/or its sub-lessee hereunder.

7. City and/or its sub-lessee shall not cause or suffer damage to any improvements situated upon said property, shall reasonably maintain same, and shall not sell any firewood, posts or other timber from said land, not permit same to be removed nor shall any improvements be removed from said land.

8. The Board of Trustees reserves the right to grant or sell rights of way across any of said land for a road, highway, railroad or any public utili-

ty line, provided only that the City and/or its sub-lessee be paid a reasonable rental for the unexpired term of this lease by the grantee of such right of way.

9. City and/or its sub-lessee accepts said lease upon all of said terms and conditions, and faithfully agrees to be bound thereby, in spirit and in letter.

10. If the whole or any part of the property leased shall be taken by any political subdivision or other authority so authorized for any public use, then the lease shall terminate, (but if only a part of the land is taken; at the election of the City and/or its sub-lessee) from the time when possession of the whole or part thereof so taken shall be paid up to that time; and the City and/or its sub-lessee, whether it elects that the lease terminate or not, shall not claim or be entitled to any part of the award to be made for damages for such public taking for public use; and such taking shall not be deemed to be a breach of any covenant, express or implied by the Trustees.

11. The demised premises are the property of the Clinton Public School District but are not sixteenth section or lieu land as defined in Section 29-3-1 et seq. MCA 1972, as amended; and are not subject to the provisions thereof.

Adopted and executed pursuant to the Minutes of the regular meeting of the Board of Trustees of the Clinton Public School District held on the 13th day of September, 1994, and executed in duplicate on this the 13th day of September, 1994.

BOARD OF TRUSTEES
CLINTON PUBLIC SCHOOL DISTRICT
BY: Shirley Bowles
PRESIDENT

ATTEST:

Kenneth C. Brown
SECRETARY

Randy D. McCoy
SUPERINTENDENT OF SCHOOLS

STATE OF MISSISSIPPI

COUNTY OF HINDS

BEFORE ME, the undersigned authority in and for the County and State aforesaid, this day personally appeared the within named Sheila Bowles Kenneth Boone, and Randy D. McCoy who acknowledged that as President, Secretary and Superintendent of Schools, respectively, and pursuant to the authority granted unto them on behalf of and by authority of Board of Trustees of Clinton Public School District they signed, sealed and delivered the foregoing lease agreement on the day and year therein named, as the free and voluntary act of the said Board of Trustees.

GIVEN under my hand and seal on this the 14th day of September, 1994.

Sheila D. Taylor
NOTARY PUBLIC

My Commission Expires:

My Commission Expires June 12, 1995

The terms of this lease agreement are accepted by the City of Clinton, Mississippi, pursuant to Resolution adopted and spread upon the Minutes of the Meeting of the Mayor and Board of Aldermen at their regular meeting held on the 18th day of October, 1994.

Nelson Byrd
CITY CLERK

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN
CITY OF CLINTON
AND
NEEL-SCHAFFER, INC.

*SIGNED COPY WITH
CORRECTED INS. TO FOLLOW*

THIS IS AN AGREEMENT made on _____, 19__, between CITY OF CLINTON, _____, Clinton, MS _____ (OWNER), and NEEL-SCHAFFER, P.O. Box 22625, Jackson, MS 39225-2625 (ENGINEER).

OWNER intends to retain professional engineering services for the survey, design analysis and construction engineering services for signalization and other improvements at intersections in the City of Clinton. The improvements will include upgrading signal systems, and adding turn lanes, other minor geometric improvements and pavement markings and are described in more detail in Exhibit A, "Project Description," and hereinafter called the Project.

OWNER and ENGINEER in consideration of the mutual covenants herein agree with respect to the performance of professional engineering services by ENGINEER with respect to the Project and the payment for these services by OWNER as set forth herein.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 **ENGINEER** shall provide for **OWNER** professional engineering services for all phases of the **Project** to which this **Agreement** applies as hereinafter provided. These services will include serving as **OWNER's** professional engineering representative for the **Project**, providing consultation and advice and furnishing customary engineering services.

1.2 By execution of this **Agreement**, **OWNER** authorizes **ENGINEER** to provide Basic Services for the Design Phase of the **Project** in accordance with Exhibit B, "Scope of Design Phase Services."

1.3 When authorized in writing by **OWNER**, **ENGINEER** shall provide Basic Services for the Construction Phase of the **Project**. Because this phase will include reimbursement for construction engineering services with Federal Aid funds, a separate contract will be submitted at a later date that will require MDOT and FHWA approval.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 If authorized in writing by **OWNER**, **ENGINEER** shall provide, or obtain from other qualified persons or firms, Additional Services which are not included as part of the Basic Services specified in Section 1. Additional Services shall include, but are not limited to, the following:

2.1.1 Services resulting from significant changes in the general scope, extent or character of the **Project** designed or specified by **ENGINEER** or its design including, but not limited to, changes in size,

complexity, **OWNER's** schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond **ENGINEER's** control.

2.1.2 Preparing documents for alternate bids requested by **OWNER** for Contractor's work which is not executed or documents for out-of-sequence work.

2.1.3 Services resulting from the award of more than one separate prime contract for construction, materials or equipment for the **Project** unless multiple awards were contemplated and included as part of Basic Services in Section 1.

2.1.4 Assistance in connection with rebidding or renegotiating contracts for construction which involve modifying the Contract Documents to revise the **Project's** general scope, extent or character as necessary to reduce or increase the Construction Cost to bring it within the cost limit.

2.1.5 Preparing to serve or serving as a consultant or witness for **OWNER** in any litigation, arbitration or other legal or administrative proceeding involving the **Project**.

2.1.6 Services in making revisions to Contract Documents occasioned by the acceptance of substitutions proposed by Contractor; and services after the award of the construction contract in evaluating and determining the acceptability of an unreasonable or

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

CITY OF CLINTON

AND

NEEL-SCHAFFER, INC.

THIS IS AN AGREEMENT made on 10 / 18, 1994, between CITY OF CLINTON, N / A, Clinton, MS N/A (OWNER), and NEEL-SCHAFFER, P.O. Box 22625, Jackson, MS 39225-2625 (ENGINEER).

OWNER intends to retain professional engineering services for the survey, design analysis and construction engineering services for signalization and other improvements at intersections in the City of Clinton. The improvements will include upgrading signal systems, and adding turn lanes, other minor geometric improvements and pavement markings and are described in more detail in Exhibit A, "Project Description," and hereinafter called the Project.

OWNER and ENGINEER in consideration of the mutual covenants herein agree with respect to the performance of professional engineering services by ENGINEER with respect to the Project and the payment for these services by OWNER as set forth herein.

**SECTION 1 - BASIC SERVICES OF
ENGINEER**

1.1 **ENGINEER** shall provide for **OWNER** professional engineering services for all phases of the **Project** to which this **Agreement** applies as hereinafter provided. These services will include serving as **OWNER's** professional engineering representative for the **Project**, providing consultation and advice and furnishing customary engineering services.

1.2 By execution of this **Agreement**, **OWNER** authorizes **ENGINEER** to provide Basic Services for the Design Phase of the **Project** in accordance with **Exhibit B, "Scope of Design Phase Services."**

1.3 When authorized in writing by **OWNER**, **ENGINEER** shall provide Basic Services for the Construction Phase of the **Project**. Because this phase will include reimbursement for construction engineering services with Federal Aid funds, a separate contract will be submitted at a later date that will require MDOT and FHWA approval.

**SECTION 2 - ADDITIONAL SERVICES OF
ENGINEER**

2.1 If authorized in writing by **OWNER**, **ENGINEER** shall provide, or obtain from other qualified persons or firms, Additional Services which are not included as part of the Basic Services specified in Section 1. Additional Services shall include, but are not limited to, the following:

2.1.1 Services resulting from significant changes in the general scope, extent or character of the **Project** designed or specified by **ENGINEER** or its design including, but not limited to, changes in size,

complexity, **OWNER's** schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond **ENGINEER's** control.

2.1.2 Preparing documents for alternate bids requested by **OWNER** for Contractor's work which is not executed or documents for out-of-sequence work.

2.1.3 Services resulting from the award of more than one separate prime contract for construction, materials or equipment for the **Project** unless multiple awards were contemplated and included as part of Basic Services in Section 1.

2.1.4 Assistance in connection with rebidding or renegotiating contracts for construction which involve modifying the Contract Documents to revise the **Project's** general scope, extent or character as necessary to reduce or increase the Construction Cost to bring it within the cost limit.

2.1.5 Preparing to serve or serving as a consultant or witness for **OWNER** in any litigation, arbitration or other legal or administrative proceeding involving the **Project**.

2.1.6 Services in making revisions to Contract Documents occasioned by the acceptance of substitutions proposed by Contractor; and services after the award of the construction contract in evaluating and determining the acceptability of an unreasonable or

excessive number of substitutions proposed by Contractor.

2.1.7 Services resulting from significant delays in Project schedule which occurred through no fault of **ENGINEER**.

2.1.8 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction; (2) a significant amount of defective, neglected or delayed work of Contractor or supplier; (3) protracted or extensive assistance in the startup or utilization of any equipment or system; (4) acceleration of the progress schedule involving services beyond normal working hours; and (5) default or bankruptcy by Contractor.

2.1.9 Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the **Project**.

2.1.10 Services during out-of-town travel required of **ENGINEER** other than visits to the **Project** site of **OWNER's** office.

2.1.11 Additional Services in connection with the **Project**, including services which are to be furnished by **OWNER** in accordance with Section 3 and services not otherwise provided for in Basic Services as specified in Section 1 of this **Agreement**.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of **ENGINEER** and bear all costs incident thereto:

3.1 Designate in writing a person to act as **OWNER's** representative with respect to the services to be rendered under this **Agreement**. Such person shall have complete authority to transmit instructions, receive information, and interpret and define **OWNER's** policies and decisions with respect to **ENGINEER's** services for the **Project**.

3.2 Provide all criteria and full information as to **OWNER's** requirements for the **Project**, including design objectives and constraints; space, capacity and performance requirements; and flexibility, expendability, and any budgetary limitations. Also furnish copies of design and construction standards which **OWNER** will require to be included in the Contract Documents.

3.3 Assist **ENGINEER** by placing at **ENGINEER's** disposal available information pertinent to the **Project** including previous reports; geotechnical information; utility locations; property descriptions, zoning, deed and other land use restrictions; and any other data relative to design or construction of the **Project**. **ENGINEER** shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the **OWNER**.

3.4 Arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this **Agreement**.

3.5 Examine studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER** and render in writing decisions

applicable change in the general level of prices in the construction industry between the date of completion of the Design Phase and the date on which proposals or bids are sought.

6.2 **Termination.** The obligation to provide further services under this **Agreement** may be terminated by either party upon 30 calendar days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.3 **Suspension.** Upon 14 calendar days' written notice to the **ENGINEER**, the **OWNER** may suspend the **ENGINEER's** work. Suspension for any reason exceeding 60 calendar days shall, at the **ENGINEER's** option, make this **Agreement** subject to re-negotiation or termination as provided for elsewhere in this **Agreement**. Any suspension shall extend the period of service in a manner that is satisfactory to both the **OWNER** and the **ENGINEER**.

6.4 **Ownership and Reuse of Documents.**

6.4.1 Contract Documents and reports prepared by **ENGINEER** pursuant to this **Agreement** shall be the property of the **OWNER**. **ENGINEER** shall have the right to retain copies of all documents for his files.

6.4.2 Contract Documents prepared or furnished by **ENGINEER** and **ENGINEER's** independent professional associates and consultants, pursuant to this **Agreement** are instruments of service with respect to the **Project**. These documents are not intended or represented to be suitable for reuse by **OWNER** or others on extensions of the **Project** or on any other

project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **OWNER's** sole risk and without liability or legal exposure to **ENGINEER**, or to **ENGINEER's** independent professional associates or consultants. **OWNER** shall indemnify and hold harmless **ENGINEER** and **ENGINEER's** independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle **ENGINEER** to further compensation at rates to be agreed upon by **OWNER** and **ENGINEER**.

6.5 **Insurance**

6.5.1 The **ENGINEER** maintains workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with maximum limits of \$500,000 / \$1,000,000; automotive liability with maximum limits of \$500,000 / \$500,000; and professional liability insurance with an annual limit of ~~\$500,000~~ 1,000,000. *Mc Bailey*

6.6 **Personnel and Facilities.** The **ENGINEER** has, or will secure at his own expense, personnel, equipment and other materials and supplies required to perform the services under this **Agreement** within the period of service set forth in Section 4. **ENGINEER** may subcontract a portion of these services, but these Subcontractors shall be subject to written approval by the **OWNER**. Such personnel shall not be employees of nor have contractual relationship with the **OWNER**.

pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.

3.6 Acquire property for easements and rights-of-way required for construction of the **Project**.

3.7 Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **ENGINEER**'s services, or any defect or nonconformance in the work of the **ENGINEER** or of any Contractor.

SECTION 4 - PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for **ENGINEER**'s services provided for elsewhere in this **Agreement** have been agreed to in anticipation of the orderly and continuous progress of the **Project** through completion of all phases to which this **Agreement** applies. Specific periods of time and/or completion dates for rendering services are set forth in **Exhibit D, "Project Schedule."**

4.2 If **OWNER** requests modifications or changes in the scope, extent or character of the **Project**, or if periods of time and/or completion dates are exceeded through no fault of **ENGINEER**, the period of service and amount of compensation for **ENGINEER**'s services shall be adjusted equitably.

4.3 In the event that the work designed or specified by **ENGINEER** is to be performed under more than one prime construction contract, the period of service and/or amount of compensation for **ENGINEER**'s services shall be adjusted equitably unless multiple

awards were contemplated and included as part of Basic Services in Section 1.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 **Methods of Payment.** **OWNER** shall pay **ENGINEER** for Basic Services rendered under Section 1 and Additional Services rendered under Section 2 in accordance with the provisions of **Exhibit E, "Payments to Engineer."**

5.2 **Times of Payment.** **ENGINEER** shall submit monthly statements for Basic and Additional Services rendered. For lump sum and percentage methods of payment, statements will be based upon **ENGINEER**'s estimate of the proportion of the total services actually completed at the time of billing. For cost-plus-fixed-fee method of payment, the amount of fixed fee billed will be based on the proportion of the costs incurred at the time of billing to the maximum allowable costs established for this **Agreement**. **OWNER** shall make prompt monthly payments in response to **ENGINEER**'s monthly statements.

5.3 **Delinquent Payments.** The **OWNER** recognizes time is critical with respect to payment of the **ENGINEER**'s statements, and that timely payment is a material part of the consideration of this **Agreement**. **ENGINEER**'s statements shall be due and payable within 30 calendar days of statement date. If **OWNER** objects to all or any portion of an invoice, **OWNER** shall notify the **ENGINEER** within 14 calendar days of the invoice date, identify the cause of the disagreement and pay when due that portion of the statement not in dispute. If **OWNER** fails to make any payment due **ENGINEER** for services and expenses,

excepting any portion of the statement in dispute, within 60 calendar days after receipt of **ENGINEER's** statement, the amounts due **ENGINEER** shall include a charge at the rate of one percent per month from the 60th day unless special arrangements have been previously made and agreed to by both parties in writing. Payment will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

5.4 **Termination Payment.** In the event of termination by **OWNER** or **ENGINEER** under Paragraph 6.2, **OWNER** shall pay **ENGINEER** for services and expenses provided to date of termination in accordance with the methods of payment specified in Paragraph 5.1.

5.5 **Records of Costs.** Records of costs pertinent to **ENGINEER's** compensation will be kept in accordance with generally accepted accounting principals. **ENGINEER** is only obligated to maintain these records for a period of three years following date of final payment for services rendered under this **Agreement**.

SECTION 6 - GENERAL TERMS AND CONDITIONS

6.1 Construction Cost

6.1.1 **Opinions of Cost.** Since **ENGINEER** has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, **ENGINEER's** opinions of probable Construction Cost provided for herein are

to be made on the basis of experience and qualifications and represent **ENGINEER's** best judgment as an experienced and qualified professional, generally familiar with the construction industry; but **ENGINEER** cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by **ENGINEER**.

6.1.2 **Construction Cost Budget.** If a Construction Cost budget is established by written agreement between **OWNER** and **ENGINEER** and specifically set forth in this **Agreement** as a condition thereto, the following will apply:

6.1.2.1 The acceptance by **OWNER** at any time during the provision of services under this **Agreement** of a revised opinion of probable Construction Cost in excess of the then established budget will constitute a corresponding revision in the Construction Cost budget to the extent indicated in such revised opinion.

6.1.2.2 Any Construction Cost budget so established will include a contingency of 10 percent unless another amount is agreed upon in writing.

6.1.2.3 **ENGINEER** will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents and to make reasonable adjustments in the extent of the **Project** to bring it within the budget.

6.1.2.4 If proposals or bids have not been obtained within six months after completion of the Design Phase, the established Construction Cost budget will not be binding on **ENGINEER**, and **OWNER** shall consent to an adjustment in such cost limit commensurate with any

6.7 Accounting System. The **ENGINEER** shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles. The **OWNER** reserves the right to audit the **ENGINEER's** accounts which relate to services provided under this **Agreement**.

6.8 Successors and Assigns. Neither **OWNER** nor **ENGINEER** shall assign any interest in this **Agreement** without the prior written consent of the other and in no case shall assignment relieve assignor from liability under this **Agreement**. This **Agreement** shall bind the successors and legal representatives of both parties. Nothing in this **Agreement** shall give any rights or benefits to anyone other than **OWNER** and **ENGINEER**.

6.9 Relationship. The **OWNER** has retained **ENGINEER** to provide professional services. These parties have not entered into any joint venture or partnership with the other. The **ENGINEER** is not to be considered the agent of the **OWNER**.

6.10 Standard of Care. The standard of care for all professional engineering and related services performed or furnished by **ENGINEER** under this **Agreement** will be the care and skill ordinarily used by members of **ENGINEER's** profession practicing under similar conditions at the same time and in the same locality. **ENGINEER** makes no warranties, express or implied, under this **Agreement** or otherwise, in connection with **ENGINEER's** services.

6.11 Indemnification.

6.11.1 To the fullest extent permitted by law, the **ENGINEER** agrees to hold harmless and indemnify **OWNER** from and against liability arising out of **ENGINEER's** negligent performance of professional services under this **Agreement**. It is specifically understood and agreed that in no case shall the **ENGINEER** be required to pay an amount disproportional to **ENGINEER's** culpability, or any share of any amount levied to recognize more than actual economic damages.

6.11.2 To the fullest extent provided by law, the **OWNER** agrees to hold harmless and indemnify **ENGINEER** from and against liability arising out of **OWNER's** negligence. It is specifically understood and agreed that in no case shall the **OWNER** be required to pay an amount disproportional to **OWNER's** culpability, or any share of any amount levied to recognize more than actual economic damages.

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

6.11.4 The **OWNER** shall not be liable to the **ENGINEER** and the **ENGINEER** shall not be liable to the **OWNER** for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the

OWNER, or the **ENGINEER** or their employees, agents or subcontractors.

6.12 **Recovery of Dispute Resolution Costs.** In the event that legal action is brought by either party against the other, the prevailing party shall be reimbursed by the other for the prevailing party's legal costs, in addition to whatever other judgments or settlement amounts, if any, may be due.

6.13 **Compliance with Codes and Standards.** The **ENGINEER's** professional services shall incorporate those publicly announced federal, state and local laws, regulations, codes and standards that are applicable at the time the services are rendered. In the event of a change in a law, regulation, et al., the **ENGINEER** shall assess its impact. If, in the **ENGINEER's** professional opinion, the impact is such to significantly affect the **ENGINEER's** compensation or the period of service, then the compensation and/or period of service can be renegotiated.

6.14 **Force Majeure.** Neither **OWNER** nor **ENGINEER** shall be liable for faults or delays caused by any contingency beyond his control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

6.15 **Separate Provisions.** If any provisions of this **Agreement** are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

6.16 **Risk Allocation.** The **OWNER** recognizes that **ENGINEER's** fee includes allowance for funding a variety of risks which affect the **ENGINEER** by virtue of his agreeing to perform services on the

OWNER's behalf. One of these risks stems from the **ENGINEER's** potential for human error. In order for the **OWNER** to obtain the benefits of a fee which includes a lesser allowance for risk funding, the **OWNER** agrees to limit the **ENGINEER's** liability to the **OWNER** and all contractors arising from the **ENGINEER's** professional acts, errors or omissions, such that the total aggregate liability of the **ENGINEER** to all those named shall not exceed \$50,000 or the **ENGINEER's** total fee for services rendered on this project, whichever is greater.

6.17 **Period of Repose.** Any applicable statute of limitations shall commence to run and any alleged course of action shall be deemed to have accrued not later than the completion of services to be performed by **ENGINEER**.

6.18 **Conflicts.** In the event of a conflict between the main text of this **Agreement** and any appendix thereof, provisions of the main text shall govern.

6.19 **Third Party Exclusion.** This **Agreement** shall not create any rights or benefits to parties other than the **OWNER** and **ENGINEER** except other such rights as may be specifically called for herein.

6.20 **Hazardous Materials**

6.20.1 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. **OWNER** hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform **ENGINEER** in writing prior to initiation of services under this **Agreement**.

6.20.2 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. **OWNER** 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 **OWNER** as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. **OWNER** waives any claim against **ENGINEER** and agrees to indemnify, defend and hold **ENGINEER** harmless from any claim or liability for injury or loss arising from **ENGINEER'S** encountering unanticipated hazardous materials or suspected hazardous materials. **OWNER** also agrees to compensate **ENGINEER** for any time spent and expenses incurred by **ENGINEER** in defense of any such claim.

6.21 Anticipated Change Orders. **OWNER** recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in Contract Documents; that all details of a completed project are not intended to be covered in the Contract Documents; that a certain amount of errors, omissions, ambiguities and inconsistencies are to be expected in Contract Documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the Contract

Documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of Change Orders are to be expected. As long as **ENGINEER** provides services within professional standards and the standard of care of **ENGINEER'S** profession in accordance with paragraph 6.10, **OWNER** agrees not to make any claim against **ENGINEER** for cost of these Change Orders unless these costs become a significant part of the construction contract amount. In no case will **OWNER** make claim against **ENGINEER** for costs incurred if the Change Order work is a necessary part of the **Project** for which **OWNER** would have incurred costs if work had been included originally in the Contract Documents unless **OWNER** can demonstrate that such costs were higher through issuance of the Change Order than they would have been if originally included in the Contract Documents in which case any claim of **OWNER** against **ENGINEER** will be limited to the cost increase and not the entire cost of the Change Order.

6.22 Governing Law. The laws of the State of Mississippi will govern the validity of this **Agreement**, its interpretations and performance, and remedies for any claims related to this **Agreement**.

6.23 The **ENGINEER** authorizes Mark G. Bailey, Registered Professional Engineer No. 8245 in the State of Mississippi to act on his behalf for this **Project**.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

OWNER:

Rosemary E. Aultman

Mayor

WITNESS:

Nelson Byrd

ENGINEER: NEEL-SCHAFER, INC.

Mark G. Bailey

V.P. Transportation

WITNESS:

Barbara L. Earles



SECTION 7 - DEFINITIONS

As used herein, the following words and phrases have the meanings indicated, unless otherwise specified in various sections of this **Agreement**:

7.1 **Addenda**. Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or the Contract Documents.

7.2 **Agreement**. This contract including all exhibits and documents included by reference.

7.3 **Application for Payment**. The form accepted by **ENGINEER** which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

7.4 **Bid**. The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the construction work to be performed.

7.5 **Change Order**. A document recommended by **ENGINEER** which is signed by Contractor and **OWNER** and authorizes an addition, deletion or revision in the construction work, or an adjustment in the contract price or the contract time, issued on or after the effective date of the construction contract.

7.6 **Contract Documents**. The drawings and specifications, addenda, and other documents required to obtain bids from contractors for construction of the **Project**.

7.7 **Contractor**. The person, firm or corporation with whom **OWNER** has entered into a contract for construction of the **Project**.

7.8 **Construction Cost**. Total cost of entire **Project** to **OWNER** not including **ENGINEER**'s compensation and expenses, cost of land and rights-of-way, or compensation for or damages to properties, unless this **Agreement** so specifies; nor will it include **OWNER**'s legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the **Project** or the cost of services to be provided by others to **OWNER** pursuant to Section 3 of this **Agreement**.

7.9 **Direct Labor Costs**. Salaries and wages paid to **ENGINEER**'s personnel engaged directly on the **Project**, including engineers, draftsmen, technicians, designers, surveyors, resident project representatives and other technical and administrative personnel; but does not include indirect payroll related costs or fringe benefits.

7.10 **Drawings**. The drawings which show the character and scope of the **Project** and which have been prepared or approved by **ENGINEER** and are referred to in the Contract Documents.

7.11 **Reimbursable Expenses**. Actual expenses incurred by **ENGINEER** directly in connection with providing services for the **Project**. These include, but are not limited to, transportation and subsistence; reproduction and printing; communications; postage and express mail; equipment rental; and expense of computers and other specialized equipment.

7.12 **Resident Project Representative**. The authorized representative of **ENGINEER** who is assigned to the construction site or any part thereof for

the purpose of observing the performance of the work of the Contractor.

7.13 **Shop Drawings.** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the work and all illustrations, brochures, standard schedules and other information prepared by a Supplier and submitted by Contractor to illustrate material or equipment for some portion of the **Project**.

7.14 **Specifications.** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the **Project** and certain administrative details applicable thereto.

7.15 **Subcontractor.** An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the **Project** at the site.

7.16 **Supplier.** A manufacturer, fabricator, supplier, distributor, materialman or vendor of products or equipment used in construction of the project.

SECTION 8 - SPECIAL PROVISIONS AND EXHIBITS

8.1 This **Agreement** is subject to the following Special Provisions:

8.2 The following Exhibits are attached to and made a part of this **Agreement**:

8.2.1 Exhibit A, "Project Description."

8.2.2 Exhibit B, "Scope of Design Phase Services."

8.2.3 Exhibit C, "Project Schedule."

8.2.4 Exhibit D, "Payments to Engineer."

8.2.5 Exhibit E, "1993 Rate Schedule for Professional Services."

8.3 This **Agreement**, consisting of Pages 1 to 12, inclusive, together with the Exhibits identified above, constitute the entire agreement between **OWNER** and **ENGINEER** and supersede all prior written and oral understandings. This **Agreement** and said Exhibits may only be amended, supplemented, modified or canceled through a duly executed written instrument.

CITY OF CLINTON, MISSISSIPPI

Location	Construction Total	Local Share Construction	Engineer	Total	FAUS/STP Funds
1. Monroe St. & Leake St.	\$60,000	\$ -0-	\$12,000	\$72,000	\$60,000
2. Monroe St. & Cynthia St.	60,000	-0-	12,000	72,000	60,000
3. Post Road & Lakeview Dr.	60,000	-0-	12,000	72,000	60,000
4. Northside Dr. & Pinehaven Rd.	62,690	12,538	9,400	72,090	50,152
5. Lakeview Dr. & Clinton Blvd.	56,819	11,364	8,500	68,183	45,455
TOTALS	\$299,509	\$23,902	\$53,900	\$356,273	\$275,607

Note: Total Local Share is \$53,900 + \$23,902 = \$77,802

Exhibit A

The work included in the scope of services of this agreement consists of providing professional engineering and technical services in connection with the design of intersection improvements as a Federal Aid STP Project, more specifically described as follows:

A. TRAFFIC SIGNAL AND ROADWAY IMPROVEMENTS

1. The following is a list of the intersections and the proposed upgrades and modifications:
 - Monroe Street and Leake Street Signalization - Upgrade to fully actuated signalization in compliance with MUTCD Standards and minor geometrics.
 - Monroe Street and Cynthia Street - Upgrade to fully actuated signalization in compliance with MUTCD Standards and minor geometrics.
 - Post Road and Lakeview Drive - Upgrade to fully actuated signalization in compliance with MUTCD Standards.
 - Northside Drive and Pinehaven Road - Widening of all approaches to include turn lane on all approaches to the intersection and install fully actuated signalization in compliance with MUTCD Standards.
 - Lakeview Drive and Clinton Blvd. - Lengthening of left turn lanes and minor geometrics as well as signalization improvements are recommended in compliance with MUTCD Standards.
 - Monroe Street and College Street - Improve turn radii in northeast and northwest quadrants, relocate existing traffic signal equipment.
2. Because this project is to utilize Federal Aid - STP funds, the ENGINEER will prepare and submit the proper documentation necessary to implement a federal aid project and coordinate design approval with the Mississippi Department of Transportation (MDOT) and the Federal Highway Administration (FHWA).
3. The ENGINEER will provide basic intersection timings.
4. A traffic engineering analysis study will be conducted to determine priority intersection upgrades and to make recommendations pertaining to the extent of work that can be accomplished within the project budget of \$275,000 of Federal Aid-STP funds.

B. ADDITIONAL SERVICES

The following will be considered additional services and the scope will be defined upon the determination of any right of way and design requirements should the services become necessary:

1. Environmental assessment above and beyond a categorical exclusion type project determination;
2. Noise study;
3. Second and subsequent bid lettings;
4. Subsurface exploration to determine soils conditions;
5. Right of way hearing; and
6. Underground Storage Tank testing relative to Department of Environmental Quality procedures.

C. THE OWNER IS TO PROVIDE THE FOLLOWING INFORMATION

1. Twelve hour turning movement counts;
2. Traffic accident reports for the intersections;
3. Design criteria; and
4. Any existing plans or other pertinent information relative to the intersection upgrades including existing City owned utilities.

D. CONSTRUCTION ENGINEERING SERVICES

A separate construction engineering services agreement will be submitted at a later date. This agreement must meet MDOT and FHWA requirements. The ENGINEER anticipates that the fee for the construction engineering services should not exceed the 15 percent cap set for providing matching funds for Federal Aid projects.

EXHIBIT B

SCOPE OF DESIGN PHASE SERVICES

1.0 BASIC SERVICES

- 1.1 Preliminary Engineering Phase - The work in the Preliminary Engineering Phase will be initiated upon receipt of the Notice to Proceed and shall be completed in the following steps:
- 1.1.1 Consult with the **OWNER** to clarify and define the **OWNER'S** requirements for the Project.
 - 1.1.2 Assemble and review available data which may be pertinent to the Project. (Traffic Engineering Analysis)
 - 1.1.3 Traffic engineer evaluation study and letter report on priorities and extent of project with available funds.
 - 1.1.4 Make surveys needed for design of the Project, including locating utilities which are visually apparent. Establish horizontal and vertical control as necessary for construction of the Project.
 - 1.1.5 Prepare preliminary plan-profile sheets, platting pertinent topography and ground survey data or, in lieu thereof, add the leading dimensions and supplementary ground survey data to photogrammetric base maps.
 - 1.1.6 Prepare Mississippi Department of Transportation (MDOT) Form RWD-600 and supporting documentation for determining the eligibility and magnitude of a proposed Federal Aid STP project.
 - 1.1.7 Develop criteria for rights-of-way, working easements and permanent easements. Indicate preliminary rights-of-way and easement requirements on drawings. Determine apparent ownership of property where easements are required.
 - 1.1.8 Submit Exception to Design Standards Report as directed by the **OWNER**.
 - 1.1.9 Prepare MDOT Environmental Document ENV-160 and supporting documentation requesting a Class II, Categorical Exclusion classification.
 - 1.1.10 Locate telephone, electric power, gas, water, sewer and any other utility lines, including their component structures, from record drawings and field surveys. Identify the **OWNER** of each utility. Conduct all necessary studies to determine the required utility adjustments.
 - 1.1.11 Perform detailed design and prepare construction drawings, signalization, and striping. Determine all earthwork requirements for the project. Prepare report covering pavement design and earthwork requirements and submit to **OWNER**.
 - 1.1.12 Prepare recap of quantities and preliminary construction cost estimate.
 - 1.1.13 Coordinate and submit necessary permit to railroad company in order to interconnect with railroad actuated signals for railroad preemption sequence at Lakeview and Clinton Blvd.

- 1.1.14 Submit preliminary plans to MDOT Roadway Design and the **OWNER** for review and comments.
 - 1.1.15 Modify plan sheets as necessary to reflect MDOT, Federal Highway Administration (FHWA), and **OWNER'S** comments.
 - 1.1.16 Participate in a plan-in-hand inspection with representatives of the MDOT, FHWA, and the **OWNER** at the project site.
- 1.2 **Final Design Phase** - After receiving written authorization to proceed with the Final Design Phase, the **ENGINEER** will:
- 1.2.1 On the basis of the approved preliminary design documents, prepare final construction drawings, specifications and contract documents for approval by the **OWNER**.
 - 1.2.2 Modify preliminary design documents as necessary to reflect comments from field review and participate in an office review with representatives of the MDOT, FHWA, and the **OWNER** at the office of the **ENGINEER**.
 - 1.2.3 Contact the utility companies whose facilities or rights-of-way will be affected by the proposed construction. Make on-site inspections with the utility companies' representatives to determine the feasibility of the construction as proposed.
 - 1.2.4 Prepare a project notebook containing copies of all design calculations, equipment and component data sheets, manufacturer's catalog cuts, survey books/notes, correspondence, and other memoranda. The notebook shall be indexed.
 - 1.2.5 Prepare final maintenance of traffic and property access plan for inclusion into the construction plans and contract documents.
 - 1.2.6 Develop controller signal timings.
 - 1.2.7 Revise the Preliminary Construction Cost Estimate.
 - 1.2.8 Submit PS&E package to the MDOT and the **OWNER** for review and comments.
 - 1.2.9 Participate in an office review of the PS&E package with representatives of the MDOT, FHWA, and the **OWNER**.
 - 1.2.10 Modify the PS&E package as necessary to reflect MDOT, FHWA, and the **OWNER'S** comments.
 - 1.2.11 Prepare the final changes to the PS&E package.
 - 1.2.12 Submit the final PS&E contract documents to the MDOT for project authorization.

2.0 **REPORTING**

- 2.1 The **ENGINEER** shall submit a progress report by the fifteenth of each month. The progress report shall include, but not be limited to a summary of the work tasks completed the previous month, a discussion of any major problems encountered and the status of resolution of same, and a discussion of tasks to be accomplished during the upcoming month. The progress report shall be submitted

with the **ENGINEER'S** invoice for services. The **OWNER** shall establish the format for the progress report.

- 2.2 The **ENGINEER** shall schedule coordination meetings as necessary to be held in the **OWNER'S** office. The meetings shall be scheduled by the **ENGINEER** with the project manager in attendance. The **ENGINEER** shall prepare and submit to the **OWNER** the minutes of the meeting.

3.0 **ADVERTISING AND BIDDING**

- 3.1 Once authorization has been received, prepare and issue Contract Documents to prospective bidders and keep a record of their issuance.
- 3.2 Prepare and issue Addenda (where required and after approval by the **OWNER**, MDOT and FHWA) to each known procurer of the Contract Documents.
- 3.3 Provide non-binding type information on the general scope, unusual conditions and desired sequence of the construction as requested by procurers of Contract Documents.
- 3.4 Conduct a pre-bid conference if requested by the **OWNER**.
- 3.5 Attend the opening and reading of bids. Verify extensions and totals. Review the bids and make recommendations to the **OWNER** regarding the award of the contract.
- 3.6 Assist the **OWNER** in the preparation of the documents necessary to complete the award.

Exhibit E

NEEL-SCHAFER, INC.

1994 RATE SCHEDULE FOR PROFESSIONAL SERVICES

<u>Employee Classification</u>	<u>Hourly Rate</u>
Principal Engineer	\$89.00
Engineer Manager	79.00
Senior Engineer	74.00
Engineer/Planner	58.00
Assistant Engineer (EI)/Planner	47.00
Designer	53.00
Senior Draftsman/Technician	42.00*
Draftsman/Technician	37.00*
Assistant Draftsman/Technician	26.00*
Clerical	24.00*
Four-Man Survey Party	89.00*
Three-Man Survey Party	73.00*
Two-Man Survey Party	58.00*

- * Hourly rates indicated for these non-exempt classifications apply to regular time. If overtime work is required to meet Client's schedule, Neel-Schaffer reserves the right to negotiate an overtime rate.

REIMBURSABLE EXPENSE SCHEDULE

<u>Expense</u>	<u>Cost</u>
Vehicle Mileage	\$ 0.27/mile
Computer	\$10.00/hour
CADD	\$25.00/hour
Traffic Counter	\$10.00/day

In-House Reproduction/Printing

Vellum	\$ 2.00/sheet
Film Positive	\$ 5.00/sheet
Bond	\$ 1.00/sheet
Blueline	\$ 1.00/sheet
Photocopies	\$ 0.20/sheet

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.

CITY OF CLINTON, MS
PROJECT DESCRIPTIONS

1. Monroe Street and Leake Street Signalization - Up-grade to fully actuated signalization in compliance with MUTCD Standards.
2. Monroe Street and Cynthia Street - Up-grade to fully actuated signalization in compliance with MUTCD Standards.
3. Post Road and Lakeview Drive - Up-grade to fully actuated signalization in compliance with MUTCD Standards as recommended in report by Williford, Gearhart & Knight, Inc.
4. Northside Drive and Pinehaven Road - Construction of left-turn lane on all approaches to the intersection as recommended in report by Williford, Gearhart & Knight, Inc.
5. Lakeview Drive and Clinton Blvd. - Construction of intersection and signalization improvements as recommended in report by Williford, Gearhart & Knight, Inc.

CITY OF CLINTON, MS

Location	Construction Total	Local Share Construction	Engr.	Total	FAUS/STP Funds
1. Monroe St. & Leake St.	\$60,000	\$ -0-	\$12,000	\$72,000	\$60,000
2. Monroe St. & Cynthia St.	60,000	-0-	12,000	72,000	60,000
3. Post Road & Lakeview Dr.	60,000	-0-	12,000	72,000	60,000
4. Northside Dr. & Pinehaven Rd.	62,690	12,538	9,400	72,090	50,152
5. Lakeview Dr. & Clinton Blvd.	56,819	11,364	8,500	68,183	45,455
TOTALS	\$299,509	\$23,902	\$53,900	\$356,273	\$275,607

Note: Total Local Share is \$53,900 + \$23,902 = \$77,802



HOME OFFICE: ONE NATIONWIDE PLAZA • COLUMBUS, OHIO 43216

CERTIFICATE OF INSURANCE

The company indicated below certifies that the insurance afforded by the policy or policies numbered and described below is in force as of the effective date of this certificate. This Certificate of Insurance does not amend, extend, or otherwise alter the Terms and Conditions of Insurance coverage contained in any policy numbered and described below.

CERTIFICATE HOLDER:

DIRECTOR HAROLD ALDERMAN
DEPT OF PUBLIC WORKS
CITY OF CLINTON
P O BOX 156
CLINTON, MS 39060

INSURED:

NEEL SCHAFER INC
P O BOX 22625
JACKSON, MS 39225

TYPE OF INSURANCE	POLICY NUMBER & ISSUING CO.	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS OF LIABILITY (*LIMITS AT INCEPTION)
LIABILITY	63-PR-134993-0001	04-01-94	04-01-95	
[X] Liability and Medical Expense	Nationwide Mutual Insurance Co.			Any One Occurrence..... \$ 500,000
[X] Personal and Advertising Injury				Any One Person/Org \$ 500,000
[X] Medical Expenses				Any one person \$ 5,000
[X] Fire Legal Liability				Any One Fire or Explosion \$ 50,000
[] Other Liability				General Aggregate* \$ 1,000,000 Prod/Comp Ops Aggregate* . \$ 1,000,000
AUTOMOBILE LIABILITY	63-BA-134993-0002	04-01-94	04-01-95	
[X] BUSINESS AUTO	Nationwide Mutual Insurance Co.			Bodily Injury (Each Person) \$
[X] Owned				(Each Accident) \$
[X] Hired				Property Damage (Each Accident) \$
[X] Non-Owned				Combined Single Limit \$ 1,000,000
EXCESS LIABILITY	63-CU-134993-0003	04-01-94	04-01-95	
[X] Umbrella Form	Nationwide Insurance Co.			Each Occurrence \$ 1,000,000 Prod/Comp Ops/Disease Aggregate* \$ 1,000,000
[X] Workers' Compensation and Employers' Liability	63-WC-134993-0004 NATIONWIDE MUTUAL INSURANCE CO.	04-01-94	04-01-95	STATUTORY LIMITS BODILY INJURY/ACCIDENT ... \$ 100,000 Bodily Injury by Disease EACH EMPLOYEE \$ 100,000 Bodily Injury by Disease POLICY LIMIT \$ 500,000

Should any of the above described policies be cancelled before the expiration date, the insurance company will endeavor to mail written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability upon the company, its agents, or representatives.

DESCRIPTION OF OPERATIONS/LOCATIONS
VEHICLES/RESTRICTIONS/SPECIAL ITEMS

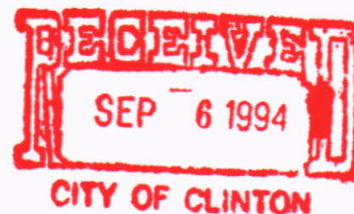
Effective Date of Certificate: 04-01-1994
Date Certificate Issued: 10-18-1994

Authorized Representative: *Michael A. Nowell*
Countersigned at: 105 Katherine Dr., Bldg A
Jackson, MS 39208

878 MS. 1062

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PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY



PASTE PROOF HERE

ADVERTISEMENT FOR BIDS
CITY OF CLINTON
CLINTON, MISSISSIPPI
NOTICE is hereby given that
CITY OF CLINTON will re-
ceive written sealed bids for
the CITY OF CLINTON
NORTHWEST SEWAGE
CONSOLIDATION, until the
hour of 2:00 P.M. local time,
on SEPTEMBER 23, 1994, at
the office of the City Clerk,
CLINTON CITY HALL,
CLINTON, MISSISSIPPI, and
immediately thereafter bids
will be opened and publicly
read.
The project involves the fol-
lowing contracts:
Contract 1 includes: UP-
GRADING A 400 GPM
SEWAGE PUMP STATION
AND INSTALLING 7000
FEET OF 8" FORCE
MAIN
The contract time and liqui-
dated damages will be
stated in the individual con-
tracts.
Copies of the technical
specifications, together with
Contract Documents, may
be obtained from the office
of Williford, Gearhart and
Knight, Inc. Engineers and
Surveyors, 400 North Mon-
roe Street, P. O. Box 318,
Clinton, Mississippi 39060,
601-925-4444, upon payment
of \$100.00 for each set,
none of which is refund-
able.
Bids received will be
opened at 2:00 P. M. on
SEPTEMBER 23, 1994,
and considered by CITY
OF CLINTON thereafter.
CITY OF CLINTON re-
serves the right to reject
any or all bids.
CITY OF CLINTON
by /s/ Nelson Byrd
NELSON BYRD, CITY
CLERK
Approved by
MRS. ROSEMARY AULT-
MAN, MAYOR
August 23, 30, 1994

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

Tim Lee

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

Date August 23 , 19 94

Date August 30 , 19 94

Date _____ , 19 _____

Date _____ , 19 _____

Date _____ , 19 _____

Number of Lines/Words 59/203

Published 2 Times

Total \$ 28.39

Signed Tim Lee

Authorized Clerk
of The Clarion-Ledger

30 August

SWORN to and subscribed before me the _____ day of _____ ,
19 94.

My Commission Expires:

Marie Mills
Notary Public

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE.
MY COMMISSION EXPIRES: Nov. 8, 1996.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

(SEAL)

CITY OF CLINTON
NORTHWEST SEWAGE CONSOLIDATION
BID TABULATION
WGK #94-173

ITEM	QUANTITY	UNIT	G. Dale Smith Brockhaven, MS 39201			Utility Maintenance Co. Florence, MS 39073			Utility Constructors, Inc. Jackson, MS 39236			Delta Constructors Jackson, MS 39286			Hamphill Construction Florence, MS 39073			Thwest Construction Co. Madison, MS 39211			Waco Construction Co. Grenada, MS 38901		
			UNIT	COST	TOTAL	UNIT	COST	TOTAL	UNIT	COST	TOTAL	UNIT	COST	TOTAL	UNIT	COST	TOTAL	UNIT	COST	TOTAL	UNIT	COST	TOTAL
CLEARING & GRUBBING	1	LS	1000.00		1000.00	3000.00		3000.00	5000.00		5000.00	8000.00		8000.00	4150.00		4150.00	6000.00		6000.00	7500.00		7500.00
8" FORCE MAIN WITH FITTINGS	6500	LF	5.50	35750.00		5.55	36725.00		6.50	42250.00		6.50	42250.00		7.15	46475.00		9.50	61750.00		10.24		
14" STEEL CASING (DRY BORE & JACK)	80	LF	120.00	9600.00		90.00	7200.00		95.00	7600.00		65.00	5200.00		105.00	8400.00		74.50	5960.00		80.00		
12" STEEL CASING (BORE & JACK)	120	LF	50.00	6000.00		50.00	6000.00		60.00	7200.00		45.00	5520.00		59.00	7080.00		52.00	6240.00		58.00		
UNENCASED BORE	50	LF	16.00	800.00		18.00	900.00		20.00	1000.00		36.00	1800.00		16.25	812.50		44.00	2200.00		45.00		
12" STEEL CASING (OPEN CUT)	40	LF	16.00	640.00		15.00	600.00		16.00	640.00		40.00	1600.00		32.00	1280.00		25.00	1000.00		25.00		
ASPHALT REPAIR (8" SC-1)	60	LF	10.00	600.00		15.00	900.00		8.00	480.00		22.00	1320.00		8.00	480.00		20.00	1200.00		15.00		
AIR/VACUUM RELEASE VALVE W/ MH	2	EACH	1000.00	2000.00		1500.00	3000.00		1250.00	2500.00		1250.00	2500.00		1405.00	2810.00		1070.00	2140.00		2400.00		
CONNECTION TO MANHOLE	1	EACH	250.00	250.00		350.00	350.00		250.00	250.00		400.00	400.00		425.00	425.00		500.00	500.00		500.00		
PUMP STATION MODIFICATION	1	LS	13000.00	13000.00		11900.00	11900.00		8000.00	8000.00		10000.00	10000.00		12540.00	12540.00		9000.00	9000.00		10700.00		
EROSION CONTROL (SEED, FERTILIZER)	2	ACRE	1000.00	2000.00		900.00	1800.00		2000.00	2000.00		600.00	1200.00		1000.00	2000.00		1500.00	3000.00		1500.00		
TOTAL BASE BID:				\$71,640.00			\$72,375.00			\$73,920.00			\$79,790.00			\$86,552.50			\$98,990.00			\$110,570.00	
ADD ALTERNATE BID NO. 1:																							
REPLACE SUCTION LIFT PUMPS	1	LS	18000.00	18000.00		8670.00	8670.00		9700.00	9700.00		9500.00	9500.00		9300.00	9300.00		18000.00	18000.00		15555.00		
TOTAL BASE PLUS ADD ALTERNATE NO. 1 BIDS:				\$39,640.00			\$81,045.00			\$86,620.00			\$89,390.00			\$95,852.50			\$115,990.00			\$126,125.00	

THIS IS AN OFFICIAL AND CERTIFIED TABULATION OF BIDS
RECEIVED ON SEPTEMBER 23, 1994, OPENED AND READ
AT 2:00 P.M. IN THE CITY OF CLINTON, CITY HALL FOR THE
NORTHWEST SEWER CONSOLIDATION.

Gregory A. Gearhart
GREGORY A. GEARHART, P.E.
WILLIAMS, GEARHART & KNIGHT, INC.

