

REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, MAY 2, 1995 - 7 P.M.
MUNICIPAL COURTROOM - 305 MONROE STREET

The Mayor and Board of Aldermen of the City of Clinton, Mississippi, met in Regular Meeting on Tuesday, May 2, 1995, 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 Mayor Aultman followed by the Pledge of Allegiance to the Flag led by Alderman Touchton.

ROLL CALL - City Clerk Nelson Byrd

Present - Jehu Brabham - Alderman-at-Large
O. C. 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

INTRODUCTION OF NEW P&R DIRECTOR/APPRECIATION TO P&R DEPARTMENT

Mayor Aultman introduced David Freeman, the new Parks & Recreation Director who began May 1, 1995, and extended her appreciation to the Parks and Recreation crew for the tremendous job they have done during the interim period under the direction of Charles Lewis and Sue Yeagley.

APPROVAL OF CONSENT AGENDA ITEMS A-W:

MOTION made by Alderman Ferrell and **SECONDED** by Alderman Touchton to approve Consent Agenda Items A-W as listed on page 1240 of this Minute Book W. Quotes listed in items C, G, N, and R are on file in the Office of the City Clerk. **MOTION CARRIED UNANIMOUSLY.**

SIGN VARIANCE GRANTED TO WARING OIL

MOTION made by Alderman Touchton and **SECONDED** by Alderman Todd to grant the dimensional variance for a high rise sign for Waring Oil at the intersection of Clinton-Raymond Road and Highway 80 as recommended by the City of Clinton Planning and Zoning Board. **MOTION CARRIED UNANIMOUSLY.** It was noted that the variance will be 60' at the top of the poles with a 13' sign on top.

BIDS APPROVED FOR PUBLIC WORKS MATERIALS/SERVICES

MOTION made by Alderman Todd and **SECONDED** by Alderman Lott to approve the following bids:

Pest Control Chemical - Adapco, Inc.
Vegetation Management Service - Chem Spray North
Water Treatment Chemicals - Hartco (only bid received)
Wastewater Treatment Materials - Gulf States Eng. (contract 1)
- S&N Sprayer Co. (contract 2)
Road Construction Materials - no bids received

MOTION CARRIED UNANIMOUSLY. Proof of publication that bids were properly advertised may be found on pages 1242-1246 of this Minute

Book W with bid tabulations found on pages 1247-1250 respectively.

Alderman DePriest left the Board Room at 7:20 p.m.

BRIARS WWTF PROJECT APPROVED

MOTION made by Alderman Todd and SECONDED by Alderman Brabham to adopt by resolution the formal acceptance of completion of the Briars WWTF project. MOTION CARRIED 5-0 with Alderman DePriest not present for voting.

ALFORD ENGINEERING AGREEMENT APPROVED WITH STIPULATION

MOTION made by Alderman Brabham and SECONDED by Alderman Touchton to approve the agreement found on pages 1251-1272 of this Minute Book W between the City of Clinton and Alford Engineering for professional services for the frontage road in connection with the 1995 CDBG Economic Development Grant and letter amending said agreement to provide that no more than \$5,000.00 be expended until the City gives further authorization to Alford Engineering. MOTION CARRIED UNANIMOUSLY. It was noted that during this discussion, Alderman DePriest was out of the Board Room from 7:20-7:30 p.m. and Alderman Ferrell was out from 7:30-7:37 p.m., but both were present for the final vote.

PINEHAVEN ROAD PROJECT EASEMENTS

MOTION made by Alderman Ferrell and SECONDED by Alderman Touchton to approve acceptance of the 3 easements required for the Pinehaven Road Project as found on pages 1273-1292 of this Minute Book W and approve payments as follows: (1) \$2,040.00 to Shelby Wilson Mitchell, Jr.; and (2) \$932.50 to David and Elizabeth Lindeigrin. MOTION CARRIED UNANIMOUSLY.

CLEAN UP OF HOUSE ON INDIAN MOUND UNDERWAY

Noting that the public hearing to clean property at 312 Indian Mound was held at the last Board Meeting, Public Works Director Alderman stated that the mortgage company will be on site within two days to begin bringing said property up to City standard. Said matter shall be placed on the next agenda for a report. NO BOARD ACTION taken.

MCBRIDE AUTHORIZED TO ASSIST IN GARBAGE CONTRACT NEGOTIATION

MOTION made by Alderman Ferrell and SECONDED by Alderman Todd approving the proposal of Stuart McBride to assist the City of Clinton with negotiation for garbage service noting that said cost shall not exceed \$2,000.00. MOTION CARRIED UNANIMOUSLY. Alderman Ferrell requested that Mr. McBride include the City's policy on minority set-aside in his negotiations. Alderman DePriest requested a copy of said set-aside policy for review.

FIRE STATION DESIGN SERVICES PROPOSALS AUTHORIZED

MOTION made by Alderman Ferrell and SECONDED by Alderman DePriest authorizing the request of proposals for professional design services for the construction of a new fire station. MOTION CARRIED UNANIMOUSLY.

DRAINAGE EASEMENTS FOR ANGELIA LANE PROJECT

MOTION made by Alderman Brabham and SECONDED by Alderman Lott after conducting a visual inspection and subsequent investigation of the drainage problem at Angelia Lane, the Mayor and Board of Aldermen, upon consultation and professional advice from the City Engineer, have determined that there exists an inadequate drainage ditch at Angelia Lane which prevents the proper drainage of a City of Clinton street during heavy rains. This inadequate drainage

constitutes a possible public safety hazard, and, in the professional opinion of the City Engineer, and supportive opinion of the Board of Aldermen, this situation needs to be corrected in a timely manner. Since the ditch, as far as can be determined, is located on private property and outside of a recorded drainage easement, the Board of Aldermen recommend the City of Clinton acquire the necessary temporary and permanent drainage easements to provide for the construction and maintenance of an adequate drainage ditch so as to protect the City of Clinton street and the safety of the driving public. **ROLL CALL VOTE:** Alderman Lott - "aye", Alderman Touchton - "aye", Alderman Todd - "aye", Alderman DePriest - "aye", Alderman Ferrell - "nay", Alderman Brabham - "aye". **MOTION CARRIED 5-1** to acquire easements.

DRAINAGE PROJECT ON SHADOWWOOD DRIVE

MOTION made by Alderman Brabham and **SECONDED** by Alderman Lott after conducting a visual inspection and subsequent investigation of the drainage problem at 303/305 Shadowwood Drive, the Mayor and board of Aldermen, upon consultation and professional advice from the City Engineer, have determined that there appears to be either an open joint or broken pipe section in a storm drain that is located on private property on which cannot be found a recorded drainage easement. This storm drain pipe is connected directly to the street drainage system for Shadowwood Drive, and in the professional opinion of the City Engineer, and supportive opinion of the Board of Aldermen, that unless this storm drain situation is corrected, the situation will continue to worsen and can adversely affect our street drainage system and produce a public safety hazard. Therefore, it is the recommendation of the Board of Aldermen that the City of Clinton proceed to acquire the necessary permission and release of damages from the property owners so as to correct the pipe deficiencies as quickly as possible. **ROLL CALL VOTE:** Alderman Brabham - "aye", Alderman Ferrell - "nay", Alderman DePriest - "aye", Alderman Todd - "aye", Alderman Touchton - "aye", Alderman Lott - "aye". **MOTION CARRIED 5-1** to approve.

OTHER BUSINESS

- A. **MOTION** made by Alderman Todd and **SECONDED** by Alderman Ferrell authorizing the Mayor to work with the police chief to get the three damaged police vehicles at Clinton Body Shop repaired at a total cost of \$8,752.49. **MOTION CARRIED UNANIMOUSLY.**
- B. Mayor Aultman invited the public to attend the National Day of Prayer in front of City Hall on May 4, 1995, from 12:20 - 12:40 P.M.

ADJOURNMENT - 8:04 P.M.

There being no further business to discuss, **MOTION** made by Alderman Todd and **SECONDED** by Alderman Touchton to Recess until May 16, 1995, 7 P.M. **MOTION CARRIED UNANIMOUSLY.**

Copy of Agenda may be found on Pages 1240-1241 of this Minute Book W.

APPROVED:

Rosemary Aultman
Rosemary Aultman, Mayor

May 4, 1995
Date

ATTEST:

Nelson Byrd
Nelson Byrd, City Clerk

May 4, 1995
Date

SEAL

8A

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

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ADVERTISEMENT FOR
BIDS
CITY OF CLINTON

Clinton, Mississippi
NOTICE, is hereby given that
the City of Clinton will re-
ceive written, sealed bids for
the CITY OF CLINTON,
PEST CONTROL
CHEMICAL, until the hour of
10:00 o'clock A.M., local time,
on April 27, 1995, at the of-
fice of the City Clerk, City
Hall, P. O. Box 156, Clinton,
Mississippi 39060, and imme-
diately thereafter bids will be
opened and publicly read.
The chemical involves the
following contract:
Twelve month bid for mala-
thion 95%, proposal quantity
55 gal. and/or 5 gal.
Chemicals of equal quality
may be substituted if copies
of the material specifications
are submitted and approved
prior to the bid date.
The City of Clinton reserves
the right to reject any or all
bids.

By /s/ Nelson Byrd
Nelson Byrd, City Clerk
Approved by:
Rosemary G. Aultman,
Mayor
April 13, 20, 1995

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 April 13 , 1995

Date April 20 , 1995

Date _____ , 19____

Date _____ , 19____

Date _____ , 19____

Number of Lines/Words 37/142

Published 2 Times

Total \$ 20.46

Signed *Tim Lee*

Authorized Clerk
of The Clarion-Ledger

20

April

SWORN to and subscribed before me the _____ day of _____ ,
1995.

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)

8A

BID OPENING REPORT

Project: Pest Control Chemicals

Bid Date: April 27 at 10 ^{am} _{p.m.}

Location: City Hall
300 Jefferson Street
Clinton, MS 39056

Owner: City of Clinton

Engineer: _____
Pre Bid Estimate: _____

BIDDER	C.O.R. #	BID BOND	BASE BID 55 GAL 5 GAL	ALTERNATIVE #1	ALTERNATIVE #2	TOTAL BASE BID & ALTERNATIVES
<u>Adapco, Inc.</u> <u>Florence</u> <u>MS</u>			<u>25.50</u> <u>30.00</u>	<u>Low BID</u>		
<u>Adapco, Inc.</u> <u>Sanford</u> <u>FLA</u>			<u>25.50</u> <u>30.00</u>	<u>✓</u>		
<u>Van Waters & Rogers</u> <u>INC.</u> <u>Ridgeland, MS</u>	<u>✓</u>		<u>31.00</u> <u>32.00</u>	<u>HIGH BID</u>		
						<u>8A</u>

Signed: Nelson Byrd
Date: 4-27-95

The above bid amounts have not been checked. The bid totals are subject to correction after the bids have been completely reviewed.

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

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ADVERTISEMENT
FOR BIDS
CITY OF CLINTON
Clinton, Mississippi
NOTICE is hereby given that the City of Clinton will receive written, sealed bids for the CITY OF CLINTON, VEGETATION SERVICE, until the hour of 10:00 o'clock A.M., local time, on April 27, 1995, at the office of the City Clerk, City Hall, P. O. Box 156, Clinton, Mississippi 39060, and immediately thereafter bids will be opened and publicly read. The service involves the following contract:
Twelve month bids for a vegetation management program incorporating the appropriate herbicides with proper application to rip-rap an paved drainage ditches throughout the City of Clinton.
A location list of these drainage ditches can be obtained from the office of the City Clerk, 300 Jefferson Street, Clinton, Mississippi.
CITY OF CLINTON
By /s/ Nelson Byrd
Nelson Byrd, City Clerk
Approved by:
Rosemary G. Aultman,
Mayor
April 13, 20, 1995

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 April 13, 19 95

Date April 20, 19 95

Date _____, 19 _____

Date _____, 19 _____

Date _____, 19 _____

Number of Lines/Words 41/146

Published 2 Times

Total \$ 20.98

Signed Tim Lee

Authorized Clerk
of The Clarion-Ledger

SWORN to and subscribed before me the 20 day of April, 19 95.

My Commission Expires:

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

Marie Mills
Notary Public

(SEAL)

Project: Vegetative Management

Engineer:

Pre Bid Estimate:

BIDDER	C.O.R. #	BID BOND	BASE BID	ALTERNATIVE #1	ALTERNATIVE #2	TOTAL BASE BID & ALTERNATIVES
Redd Pest Control	✓					17,500 ⁰⁰
Damen + Forestry	✓					6,500 ⁰⁰
Chen Spray North	—					9,850 ⁰⁰
						8B

The above bid amounts have not been checked. The bid totals are subject to correction after the bids have been completely reviewed.

Signed: *Frank*

Date: 4/27/95

ONLY BID - HARTO

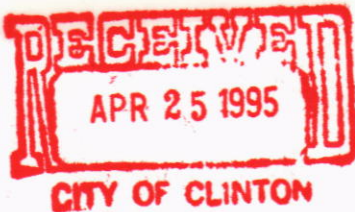
8C

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

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ADVERTISEMENT FOR
BIDS
CITY OF CLINTON
Clinton, Mississippi
NOTICE is hereby given that
the City of Clinton will re-
ceive written sealed bids for
the CITY OF CLINTON WA-
TER TREATMENT CHEMI-
CALS, until the hour 10:00
o'clock A.M., local time, on
April 26, 1995, at the office of
the City Clerk, City Hall, P.O.
Box 156, Clinton, Mississippi
39060, and immediately
thereafter bids will be opened
and publicly read.
The materials involves the
following contract:
Six month bid for 10-20 150
lbs. chlorine gas cylinders per
week. All water treatment
chemicals shall be in accor-
dance with American Water-
works Association Standards
and meet the requirement of
chemicals for contact with
potable water as set forth by
the United States Environ-
mental Protection Agency
and prices shall include deliv-
ery to the City of Clinton site
locations.
Bids received will be opened
and considered by City of
Clinton thereafter. City of
Clinton reserves the right to
reject any and all bids.
CITY OF CLINTON
By /s/ Nelson Byrd
Nelson Byrd, City Clerk
Rosemary G. Aultman,
Mayor
April 7, 14, 1995

ONE BID REC'D
HARTO SERVICES



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 April 7, 19 95

Date April 14, 19 95

Date _____, 19 _____

Date _____, 19 _____

Date _____, 19 _____

Number of Lines/Words 44/177

Published 2 Times

Total \$ 25.01

Signed Tim Lee

Authorized Clerk
of The Clarion-Ledger

14

April

SWORN to and subscribed before me the _____ day of _____,
19 95.

My Commission Expires:

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

Marie Mills
Notary Public

(SEAL)

HARTCO SERVICES, INC.

Service Since 1966

8c

April 12, 1995

City of Clinton
P. O. Box 156
Clinton, MS 39056

Re: Six Month Bid for Chlorine and Fluoride

Gentlemen:

Hartco Services is pleased to offer the following bid for water supply chemicals.

150# cylinder chlorine - - - - - \$90.00 per cyl.
50# bags Sodium Fluoride - - - - - \$ 0.78 per lb.

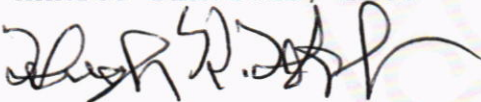
There are no deposits, rental fees or delivery charges that will be assessed on the above items.

Delivery to well sites as required.

Thank you for giving Hartco Services the opportunity to quote on these items.

Respectfully quoted:

HARTCO SERVICES, INC.



Hugh K. Hart

HKH/jt

ONLY BID RECD
Nelson Byrd

80

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

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ADVERTISEMENT FOR
BIDS
CITY OF CLINTON
Clinton, Mississippi
NOTICE, is hereby given that
the City of Clinton will re-
ceive written, sealed bids for
the CITY OF CLINTON,
WASTEWATER TREAT-
MENT MATERIALS, until
the hour of 2:00 o'clock p.m.,
local time, on April 26, 1995,
at the office of the City
Clerk, City Hall, Clinton, Mis-
sissippi, and immediately
thereafter bids will be opened
and publicly read.
The project involves the fol-
lowing contracts:
Contract 1 - Supply of float-
ing lagoon baffles, approxi-
mately 800 feet.
Contract 2 - Supply of four
paddlewheel aerators and
control boxes.
The required delivery time
will be as stated in the indi-
vidual contracts.
Copies of the technical speci-
fications, together with Con-
tract Documents, may be ob-
tained from the office of Wil-
lford, Gearhart & Knight.
Bids received will be opened
and considered by City of
Clinton thereafter. City of
Clinton reserves the right to
reject any or all bids.
CITY OF CLINTON
By /s/ Nelson Byrd, City
Clerk
Approved by:
Honorable Rosemary
Aultman, Mayor
April 7, 14, 1995

RECEIVED
APR 25 1995
CITY OF CLINTON

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 April 7, 19 95

Date April 14, 19 95

Date _____, 19 _____

Date _____, 19 _____

Date _____, 19 _____

Number of Lines/Words 45/166

Published 2 Times

Total \$ 23.58

Signed Tim Lee

Authorized Clerk
of The Clarion-Ledger

SWORN to and subscribed before me the 14 day of April,
19 95.

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
WASTEWATER TREATMENT MATERIALS
CONTRACT 1 - BAFFLE

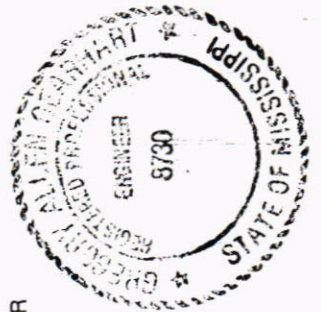
ITEM DESCRIPTION	QUANTITY	UNITS	GULF STATES ENG JACKSON, MS		GENERAL PUMP JACKSON, MS		ENVIRONETICS LOCKPORT, IL		ENGINEER'S ESTIMATE	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SIX FEET DEEP FLOATING BAFFLE	800	LF	22.11	17688	NA	18391	26.5	21200	22	17600
STAINLESS STEEL ANCHOR CABLE	160	LF	7	1120	NA	450	0	0	3	480
TOTAL BASE BID:				18808		18841		21200		18080
ADD ALTERNATE BID - INSTALLATION	1	LS	NA		NA	3000	NA	13750	NA	320
TOTAL BASE + ADD ALTERNATE:						21841		34950		18400

CONTRACT 2 - AERATORS & CONTROLS

ITEM DESCRIPTION	QUANTITY	UNITS	S & N SPRAYER CO GREENVILLE, MS		ENGINEER'S ESTIMATE	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
10 HP AERATORS & CONTROLS	4	EACH	5758	23032	6000	24000

THIS IS AN OFFICIAL AND CERTIFIED TABULATION OF BIDS
RECEIVED ON APRIL 26, 1995, OPENED AND READ AT 2:00 P.M.
IN THE CITY OF CLINTON, CITY HALL FOR THE WASTEWATER
TREATMENT MATERIALS CONTRACT NOS. ONE AND TWO.


GREG A. GEARHART, P.E. 8730
WILLIFORD, GEARHART & KNIGHT, INC.



8D

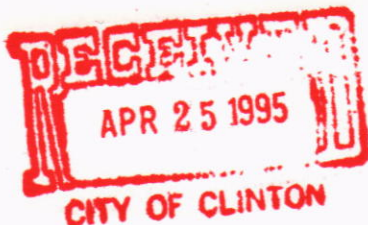
NO BIDS REC'D - CLAY GRAVEL

8E

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

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ADVERTISEMENT FOR
BIDS
CITY OF CLINTON
Clinton, Mississippi
NOTICE is hereby given that
the City of Clinton will re-
ceive written, sealed bids for
the CITY OF CLINTON,
ROAD CONSTRUCTION MA-
TERIALS, until the hour
10:00 o'clock A.M., local time,
on April 26, 1995, at the of-
fice of the City Clerk, City
Hall, PO Box 156, Clinton,
Mississippi, 39060 and imme-
diately thereafter bids will be
opened and publicly read.
The project involves the fol-
lowing contract:
Six month bid or clay-
gravel material, Class 5,
Group C, meeting the Mis-
sissippi Standard Specifica-
tions for State Aid Road
and Bridge Construction.
Bid shall be per ton based
on an approved scale
weight ticket and shall in-
clude delivery to the City
of Clinton.
Bids received will be opened
and considered by City of
Clinton thereafter. City of
Clinton reserves the right to
reject any or all bids.
CITY OF CLINTON
By: /s/ Nelson Byrd, City
Clerk
Approved by:
Rosemary G. Aultman,
Mayor
April 7, 14, 1995



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 April 7, 19 95

Date April 14, 19 95

Date _____, 19 _____

Date _____, 19 _____

Date _____, 19 _____

Number of Lines/Words 42/161

Published 2 Times

Total \$ 22.93

Signed Tim Lee

Authorized Clerk
of The Clarion-Ledger

14

April

SWORN to and subscribed before me the _____ day of _____,

19 95.

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)

**AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

PART I. PARTIES AND PROJECT

THIS AGREEMENT is made on the 3rd day of May in the year 1995 between the Mayor and Aldermen of the City of Clinton, Mississippi (hereinafter referred to as the "OWNER"), and Alford Engineering (hereinafter referred to as the "ENGINEER") for the Project known as:

1995 Community Development Block Grant Economic Development Project including 2,100 linear feet of curb and gutter street, traffic signalization at intersection of Springridge Road and West Frontage Road, and water and sewer line to serve the United Artists Development. No services will be provided for storm water detention facilities.

The OWNER and the ENGINEER agree as follows:

PART II. ENGINEERING CHARGES

A. In accordance with the Terms and conditions of this Agreement, the ENGINEER shall provide professional services for which the OWNER shall compensate the ENGINEER as follows:

A.1 Basic Services: As defined in Paragraph 1.1 on the basis of a lump sum fee of \$33,500.00.

Payments shall be made monthly in proportion to services performed so that compensation at the completion of each Phase shall equal the following percentages of total basic compensation:

Preliminary Design Phase	25%
Final Design Phase	40%
Construction Contract Document Phase	10%
Bidding or Negotiating Phase	5%
Construction Phase	20%

A.2 **Additional Services:** As defined in Paragraph 1.2, as follows:

The field surveys needed for design purposes and development of plats and descriptions of street rights-of-way shall be provided for a lump sum fee of \$5,000.00. A budget allowance of \$5,000.00 is requested for geotechnical design services and construction testing.

Other additional services rendered under Paragraph 1.2 shall be charged at the respective rates for each classification listed:

A.2.1 Principals time and employees time rendered shall be charged at the respective hourly rates which are to be revised annually:

<u>Classification</u>	<u>Hourly Rate</u>
Principal (Registered Engineer)	\$75.00
Project Manager (Registered Engineer)	70.00
Engineering Technician	35.00
Resident Project Representative	35.00
Draftsman	33.00
Secretary	25.00
Survey Crew (4 Men)	85.00
Registered Land Surveyor	48.00

The hourly rates include all supplies, equipment and incidentals normally consumed by each individual in the performance of his work.

A.2.2 Mileage charges allowed under this contract shall not exceed the mileage charges allowed by IRS regulations at the time the charge is incurred or the rate allowed by the State of Mississippi, whichever is lower.

A.2.3 **Reimbursable Expenses:** As defined in Article 4, shall be paid for at the actual cost billed the ENGINEER.

PART III. TERMS AND CONDITIONS

Article I. ENGINEER'S SERVICES

1.1 Basic Services

The ENGINEER agrees to perform professional services in connection with the Project, including normal civil and structural services related thereto, as set forth below and contained within this Agreement which services shall be provided in a timely manner and with reasonable diligence and without unreasonable delay.

1.1.1 Preliminary Design Phase

Upon the **OWNER'S** approval of this Agreement, the **ENGINEER** shall:

1.1.1.1 In consultation with **OWNER**, determine the extent of the **Project**.

1.1.1.2 Prepare preliminary design documents consisting of final design criteria, preliminary plan drawings.

1.1.1.3 Based on the information contained in the preliminary design documents, submit a revised opinion of probable **Project Costs**.

1.1.1.4 Furnish the above preliminary design documents and present and review them in person with **OWNER**.

1.1.2 Final Design Phase

After acceptance of the Preliminary Design, **ENGINEER** shall:

1.1.2.1 On the basis of the accepted preliminary design documents and the revised opinion of probable **Project Cost**, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the **Project** (hereinafter called "Drawings") and Specifications.

1.1.2.2 Furnish to **OWNER** such documents and design data as may be required for, and assist in the preparation of, the required documents so that **OWNER** may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the **Project**, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.1.2.3 Advise **OWNER** of any adjustments to the latest opinion of probable **Project Cost** caused by changes in extent or design requirements of the **Project** or Construction Costs and furnish a revised opinion of probable **Project Cost** based on the Drawings and Specifications.

1.1.2.4 Prepare for review and approval by **OWNER**, his legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.1.2.5 Furnish the above documents and present and review them in person with **OWNER**.

1.1.3 Construction Contract Documents Phase

After acceptance of the Final Design, the **ENGINEER** shall:

1.1.3.1 Prepare the required Contract forms including proposal forms and notice to bidders, drawings, technical specifications and other documents which are required to complete the Construction Contract Documents.

1.1.3.2 Furnish to the **OWNER** engineering data and documents so that the **OWNER** may secure approval from governmental authorities having jurisdiction over the **Project**.

1.1.3.3 Advise the **OWNER** of any adjustments to previous **ENGINEER'S** Opinion of the Construction Cost when changes in requirements, general market conditions or other conditions so warrant.

1.1.3.4 At the **OWNER'S** request, assist the **OWNER'S** legal counsel in connection with his review of the Construction Contract Documents for their legally related aspects.

1.1.3.5 Furnish the Construction Contract Documents for the **OWNER'S** review and approval.

1.1.4 Bidding or Negotiating Phase

Upon receipt of the **OWNER'S** written approval of the Construction Contract Documents Phase and latest Opinion of the Construction Cost, and written authorization to proceed with the Bidding or Negotiating Phase, the **ENGINEER** shall:

1.1.4.1 Assist the **OWNER** in obtaining bids or negotiating bid proposals, in analyzing bids and proposals, and in awarding the Construction Contract.

1.1.5 Construction Phase

Upon award of any Construction Contract based upon the Construction Contract Documents compiled by the **ENGINEER**, the Construction Phase of this Agreement shall commence and the **ENGINEER** shall:

1.1.5.1 Act as the **OWNER'S** representative with duties and responsibilities and limitations of authority as described in the General Conditions to the Construction Contract. The **OWNER** shall not modify the Construction Contract Documents without the Written consent of the **ENGINEER**.

1.1.5.2 Advise and consult with the **OWNER** during the Construction Phase and the **ENGINEER** shall issue the **OWNER'S** authorized instructions to the Contractor.

1.1.5.3 Make periodic visits to the site of the construction to observe the progress and quality of the construction work and to determine, in general, if the results of the construction work are in accordance with the Drawings and the Specifications. On the basis of his on-site observations as an **ENGINEER**, he shall endeavor to guard the **OWNER** against apparent defects and deficiencies in the permanent work constructed by the Contractor but does not guarantee the performance of the Contractor. The **ENGINEER** shall not be required to make exhaustive or continuous on site observations to check the quality or quantity of the construction work. The **ENGINEER** is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The **ENGINEER** is not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract.

1.1.5.4 Review the Contractor's request for progressive payment, and based upon said on-site observation, advise the **OWNER** as to the **ENGINEER**'s opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the Contractor's payment request and issue, for processing by the **OWNER**, a Certificate for Payment in the amount owed the Contractor. The issuance of Certificates for Payment shall constitute a declaration by the **ENGINEER** to the **OWNER**, based upon said on-site observations, review and data accompanying the request for payment, that the Contractor's work has progressed to the point indicated; that to the best of the **ENGINEER**'s knowledge, information and belief, the quality of the Contractor's work is in accordance with the Construction Contract Documents (subject to subsequent tests and review required by the Construction Contract Documents, to correction of minor deviations from the Construction Contract Documents and to qualifications stated in the Certificate for Payment); and that the Contractor is entitled to the amount stated. The issuing of the Certificate for Payment by the **ENGINEER** shall not represent that he has made any investigation to determine the uses made by the Contractor of sums paid to the Contractor.

1.1.5.5 Make recommendations to the **OWNER** on all claims relating to the execution and progress of the construction work. The **ENGINEER**'s decisions in matters relating to the **ENGINEER**'s designs shall be final.

1.1.5.6 Notify the **OWNER** of permanent work which does not conform to the result required in the Construction Contract, prepare a written report describing any apparent non-conforming permanent work and make recommendations to the **OWNER** for its correction and, at the request of the **OWNER**, have recommendations implemented by the Contractor.

1.1.5.7 Review shop drawings, samples, and other submittals of the Contractor only for general conformance to the design concept of the Project and for general compliance with the Construction Contract.

1.1.5.8 Prepare change orders for the **OWNER**'S approval.

1.1.5.9 Conduct a construction progress review related to the Contractor's date of completion; receive written guarantees and related data assembled by the Contractor; and issue to the OWNER a Certificate of Final Payment.

1.1.5.10 The **ENGINEER** shall not be responsible for the defects or omissions in the work result of the Contractors, or any Subcontractors, or any of the Contractor's or Subcontractor's employees, or that of any other persons or entities responsible for performing any of the work result as contained in the Construction Contract.

1.1.5.11 Prepare a set of reproducible record drawings conforming to construction records provided to the **ENGINEER**, made by the Contractor during the construction process.

1.1.5.12 **ENGINEER** shall secure approval of all local, state and federal regulatory agencies having jurisdiction over the activities in this **Project**.

1.2 **Additional Services**

If authorized in writing by the **OWNER**, the **ENGINEER** agrees to furnish or obtain from others, additional professional services in connection with the **Project**, as set forth below and contained within this Agreement:

1.2.1 Preparation of applications and supporting documents for government grants, loans or advances.

1.2.2 Making drawings from field measurements of existing construction when required for planning additions or alterations thereto.

1.2.3 Services due to changes in the scope of the **Project** or its design, including but not limited to, changes in size, complexity schedule or character of construction.

1.2.4 Revising studies, reports, design documents, drawings or specifications which have previously been approved by the **OWNER**, or when such revisions are due to causes beyond the control of the **ENGINEER**.

1.2.5 Preparation of design documents for alternate bids or for out of sequence work requested by the **OWNER**.

1.2.6 Preparation of detailed renderings, exhibits or scale models for the **Project**.

1.2.7 Providing special analysis of the **OWNER'S** needs such as owning and operating analysis, **OWNER'S** special operating drawings or charts, and any other similar analysis.

1.2.8 Providing planning surveys, site evaluations and comparative studies of prospective sites.

1.2.9 Providing any type of field surveys for design purposes, "stake out" of the location of the work, easement surveys, plats, property surveys and any other special field surveys.

1.2.10 Furnishing additional copies of reports and additional prints of Drawings and Specifications in excess of those stipulated in the Agreement.

1.2.11 Investigations involving detailed consideration of operations, maintenance and overhead expenses; the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; detailed quantity surveys of material and labor; and material audits or inventories required by the **OWNER**.

1.2.12 Additional services when the **Project** involves more than one Construction Contract, or separate equipment contracts.

1.2.13 Preparing special change orders when requested by the **OWNER** which are not within the scope of Article 1. "**ENGINEER'S SERVICES**," Paragraph 1.1.5.8.

1.2.14 Making a review of the **Project** prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the Construction Contract.

1.2.15 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) defective or incomplete work of the Contractor, (3) prolongation of the initial Construction Contract time beyond the contract time. (4) acceleration of the work schedule involving services beyond established office working hours, and (5) the Contractor's default under Construction Contract due to delinquency or insolvency.

1.2.16 Providing assistance in the initial start-up, testing, adjusting or balancing, or operation of equipment or systems, or training personnel for operation or maintenance of equipment or system.

1.2.17 Providing design services relating to future facilities, systems and equipment which are not intended to be constructed or operated as a part of the **Project**.

1.2.18 Providing services as an expert witness for the **OWNER** in connection with litigation or other proceedings involving the **Project**.

1.2.19 Providing other services not otherwise provided for in this Agreement, including services normally furnished by the **OWNER** as described in Article II. "**OWNER'S RESPONSIBILITIES**".

1.2.20 Providing Resident **Project** Representative services to give the **OWNER** more extensive on-site representation during the Construction Phase.

1.2.21 Notwithstanding the above, the **OWNER** will not be required to pay for any additional service that is occasioned by some fault, negligent act or omission of the **ENGINEER**.

Article II. OWNER'S RESPONSIBILITIES

The **OWNER** shall:

2.1 Provide to the **ENGINEER** all criteria, design and construction standards and full information as to the **OWNER'S** requirements for the **Project**.

2.2 Designate in writing a person authorized to act as the **OWNER'S** representative. The **OWNER** or his representative shall receive and examine documents submitted by the **ENGINEER**, interpret and define the **OWNER'S** policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the **ENGINEER's** services.

2.3 Furnish to the **ENGINEER** a complete land survey of the **Project** site to define the property lines of the Comfort Inn parcel and the United Artists parcel.

2.4 Furnish soils data including but not limited to reports, test borings, test pits, probings, subsurface exploration, soil bearing values, percolation tests, ground corrosion and resistivity tests, all with appropriate professional interpretation.

2.5 Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this **Project**.

2.6 Provide legal, accounting, and insurance counseling services necessary for the **Project**, legal review of the Construction Contract Documents, and such auditing services as the **OWNER** may require to account for expenditures of sums paid to the Contractor.

2.7 Furnish above services at the **OWNER'S** expense and in such manner that the **ENGINEER** may rely upon them in the performance of his services under this Agreement.

2.8 Obtain bids or proposals from contractors for work relating to this **Project** and bear all costs relating thereto.

2.9 Protect and preserve all survey stakes and markers placed at the **Project** site prior to the assumption of this responsibility by the Contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.

2.10 Guarantee full and free access for the **ENGINEER** to enter upon all property required for the performance of the **ENGINEER's** services under this Agreement.

2.11 Give prompt written notice to the **ENGINEER** whenever the **OWNER** observes or otherwise becomes aware of any defect in the **Project** or other event which may substantially affect the **ENGINEER's** performance of services under this Agreement.

2.12 Compensate the **ENGINEER** for services rendered under this Agreement.

2.13 The **OWNER**'s obligation to furnish the above items are to be extent the City reasonably determines that item is necessary for the **ENGINEER** to perform its work.

Article III. DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct labor costs incurred by the **ENGINEER** directly attributable to the **Project** by the payment of the actual salaries and wages to the employees of the **ENGINEER**, but not including indirect payroll connected costs and other non-**Project** related costs.

Article IV. REIMBURSABLE EXPENSES

4.1 Reimbursable Expenses are in addition to compensation to the **ENGINEER** for Basic and Additional Services and include expenditures made by the **ENGINEER**, his employees or his consultants in the interest of the **Project**. Reimbursable Expenses include but are not limited to:

4.1.1 Expense of transportation, subsistence and lodging when traveling in connection with the **Project**.

4.1.2 Expense of long distance or toll telephone calls, telegrams, messenger service, field office expenses, and fees paid for securing approval of authorities having jurisdiction over the **Project**.

4.1.3 Expense of all reproduction, postage and handling of drawings, specifications, reports or other **Project**-related work product of the **ENGINEER**.

4.1.4 When authorized in advance by the **OWNER**, expense of overtime work requiring higher than normal rates, and expense of preparing perspectives, renderings or models.

Article V. PAYMENTS TO THE ENGINEER

5.1 Progress payments shall be made in proportion to services rendered and as indicated within this Agreement and shall be due and owing within thirty days of the **ENGINEER**'s submittal of his monthly statement. Past due amounts owed shall include a charge at the rate of interest allowed by state law from the forty-fifth (45th) day.

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

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

5.4 If the **Project** is delayed or if the **ENGINEER's** services for the **Project** are delayed or suspended for more than three months for reasons beyond the **ENGINEER's** control, the **ENGINEER** may, after giving seven days written notice to the **OWNER**, terminate this Agreement and the **OWNER** shall compensate the **ENGINEER** in accordance with the termination provision contained hereafter in this Agreement.

Article VI. GENERAL PROVISIONS

6.1 Ownership of Documents

All Drawings, Specifications and other work product of the **ENGINEER** for this **Project** are instruments of service for this **Project** but becomes the property of the **OWNER** whether the **Project** is completed or not when **OWNER** pays for said work. Reuse of any of the instruments of service of the **ENGINEER** by the **OWNER** on extensions of this **Project** or on any other **Project** without the written permission of the **ENGINEER** shall be at the **OWNER'S** risk and the **OWNER** agrees to defend, indemnify and hold harmless the **ENGINEER** from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse of the **ENGINEER's** instruments of service by the **OWNER OR BY OTHERS ACTING THROUGH THE OWNER**. Any reuse or adaptation of the **ENGINEER's** instruments of service occurring after the written agreement of the **ENGINEER** shall entitle the **ENGINEER** to further compensation in amounts to be agreed upon by the **OWNER** and the **ENGINEER**.

6.2 Delegation of Duties

Neither the **OWNER** nor the **ENGINEER** shall delegate his duties under this Agreement without the written consent of the other.

6.3 Miscellaneous

6.3.1 Termination: This Agreement may be terminated by either party by seven days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, the **ENGINEER** shall be paid for services performed to the termination notice date including Reimbursable Expenses due plus Termination Expenses. Termination Expenses are defined as Reimbursable Expenses directly attributable to termination, plus 15% of the total compensation earned to the time of termination to account for **ENGINEER's** rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.

6.3.2 Equal Opportunity: During the performance of this contract, the **ENGINEER** agrees as follows:

a. The **ENGINEER** will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The **ENGINEER** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action

shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The **ENGINEER** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b. The **ENGINEER** will, in all solicitations or advertisements for employees placed by or on behalf of the **ENGINEER**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

c. The **ENGINEER** will comply with the rules and regulations and relevant orders of the Secretary of Labor.

6.3.3 Access to Records: The **ENGINEER** will maintain books, records, documents and other evidence directly pertinent to the performance of the work under this agreement in accordance with generally accepted accounting principles and practices consistently applied. Duly authorized representatives of the **OWNER** shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The **ENGINEER** will provide proper facilities for such access and inspection.

6.3.4 Grants: In the event the **ENGINEER's** work hereunder will in any way be involved in the grant award through the U.S. Government or the State of Mississippi, or any agency thereof, **ENGINEER** agrees to comply with all rules and regulations applicable to said grant without further amendment required in this contract.

6.4 Extent of Agreement

This Agreement represents the entire and integrated agreement between the **OWNER** and the **ENGINEER** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the **OWNER** and the **ENGINEER**.

6.5 Governing Law

Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the principal place of business of the **ENGINEER**.

6.6 General

6.6.1 Should litigation or arbitration occur between the two parties relating to the provisions of this Agreement, all litigation or arbitration expenses, collection expenses, witness fees, court costs and attorneys fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.

6.6.2 Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

6.6.3 In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

6.6.4 The **ENGINEER** has not been retained or compensated to provide design or construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.

6.6.5 The **ENGINEER** intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the **Project** and makes no warranty either express or implied.

6.6.6 Any Opinion of the Construction Cost prepared by the **ENGINEER** represents his judgment as a design professional and is supplied for the general guidance of the **OWNER**. Since the **ENGINEER** has no control over the cost of labor and material, or over competitive bidding or market conditions, the **ENGINEER** does not guarantee the accuracy of such Opinions as compared to Contractor bids or actual cost to the **OWNER**.

Article XII. SPECIAL PROVISIONS

7.1 Insurance and Indemnity

The **ENGINEER** shall acquire and maintain statutory workmens' compensation insurance coverage employer's liability, comprehensive general liability insurance coverage and professional liability insurance coverage. The limits of the professional liability shall be \$250,000.00.

7.1.2 Contractor's Insurance

Prior to the commencement of the work, the **OWNER** shall require the Contractor and any subcontractors to submit evidence that he (they) have obtained for the period of the Construction Contract and the guarantee period comprehensive general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the Construction Contract, and have a combined single limit of not less than \$1,000,000.00 for all damages arising out of bodily injury, sickness or death or damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in

connection with the performance of the work under the Construction Contract and in any one occurrence including explosion, collapse and underground exposures. The **OWNER** reserves the right to require increased insurance amounts as **OWNER** reasonably determines appropriate during the course of this contract.

Included in such coverage will be contractual coverage sufficiently broad to insure the provision of Paragraph 7.1.4, "Indemnity". The comprehensive general liability insurance will include as additional named insured; the **OWNER**; the **ENGINEER** and each of their officers, agents and employees.

7.1.3 Builders Risk "All Risk" Insurance

Before commencement of the work, the **OWNER** will require that the Contractor and any sub-contractors submit written evidence that he (they) have obtained for the period of the Construction Contract, Builders Risk "All Risk" Completed Value Insurance Coverage (including earthquake and flood) upon the entire Project which is the subject of the Construction Contract. Such insurance shall include as additional names insured; the **OWNER**; the **ENGINEER**; and each of their officers, agents, employees and any other persons with an insurable interest as maybe designated by the **OWNER**.

Such insurance may have a deductible clause but not to exceed \$5,000, except that the earthquake deductible may be in accordance with generally accepted insurance practices in the locale where the coverage is issued.

7.1.4 Indemnity

The **OWNER** will require that any Contractor or sub-contractors performing work in connection with Drawings and Specifications produced under this Agreement to hold harmless, indemnify and defend, the **OWNER** and the **ENGINEER**, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the Contractor's (sub-contractor's) negligence in the performance of the work described in the construction Contract Documents, but not including liability that may be due to the sole negligence of the **OWNER**, the **ENGINEER**, their consultants or their officers, agents and employees.

7.2 Construction Cost

7.2.1 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall be in writing signed by both the **OWNER** and **ENGINEER** and shall include a ten percent bidding contingency unless another amount is agreed upon in writing. When such fixed limit is established the **ENGINEER** shall be permitted to determine what materials, equipment, component systems, types of construction and alternative bid items are to be included in the Construction Contract Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. Acceptance by the **OWNER** of a revised Opinion of Construction Cost in excess of the fixed limit shall constitute a corresponding increase in the fixed limit of Construction Cost.

7.2.2 After completion of the Construction Contract Documents Phase, if the bidding or negotiating phase does not commence within six months, any fixed limit of the Construction Cost shall be adjusted to reflect general construction industry price level increases occurring between the date of **ENGINEER's** submittal to the **OWNER** of the final Construction Contract Document and the date on which bids or proposals are sought.

7.2.3 If the lowest bona fide bid or the **ENGINEER's** Opinion of the Construction Cost exceeds such fixed limit of Construction Cost (including the bidding contingency) established as a condition of this Agreement, the **OWNER** shall (1) give written approval for an increase in such fixed limit, (2) authorize re-bidding within a reasonable time, or (3) cooperate in revising the **Project** scope and quality as required to reduce the Construction Cost. In the case of (3) the **ENGINEER**, without additional charge, shall modify the Construction Contract Documents, as the **ENGINEER** deems necessary, to bring the Construction Cost within the fixed limit. The providing of this service once shall be the limit of the **ENGINEER's** responsibility in this regard, and having so performed this service the **ENGINEER** shall be entitled to his compensation in accordance with this Agreement.

7.3 Resident Project Representative

7.3.1 If requested by the **OWNER** or recommended by the **ENGINEER** and approved in writing by the **OWNER**, the **ENGINEER** shall provide one or more full time resident **Project** representatives to assist the **ENGINEER** in order to render more extensive representation at the **Project** site during the construction phase. Such resident construction review services shall be paid for by the **OWNER** as additional services as defined within this Agreement. The limits of the authority, duties and responsibilities of a resident **Project** representative shall be described before such services begin by written instruments labeled Exhibit A, attached to, and made a part of this Agreement.

7.3.2 By means of the more extensive on-site observations of the work in progress, the **ENGINEER** will endeavor to provide further protection for the **OWNER** against defects and deficiencies in the contractor's work, but the furnishing of such services shall not include construction review of the Contractor's construction means, methods, techniques, sequences or procedures, or of any safety precautions and programs in connection with the work, and the **ENGINEER** shall not be responsible for the Contractor's failure to carry out the work in accordance with the Construction Contract.

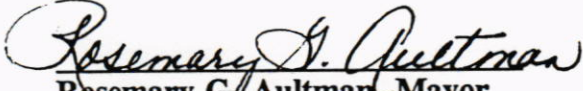
7.4 Limitation of Liability

The **OWNER** agrees to limit the **ENGINEER's** liability to the **OWNER** and to all Construction Contractors and Subcontractors on the **PROJECT**, due to the **ENGINEER's** professional negligent acts, errors or omissions, such that the total aggregate liability of the **ENGINEER** to those named shall not exceed Two Hundred Fifty Thousand (\$250,000.00) dollars or the **ENGINEER's** total fee for services rendered on this **PROJECT**, whichever is greater.

PART IV: ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed
by their duly authorized representatives on the day and year first above written.

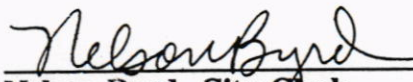
OWNER: CITY OF CLINTON


Rosemary G. Aultman, Mayor

ENGINEER: ALFORD ENGINEERING


S. F. Alford III, P.E., Owner

ATTEST:


Nelson Byrd, City Clerk

ATTEST:

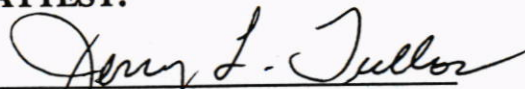

Jerry L. Tullios, P. E.

EXHIBIT "A"

This Exhibit is attached to and made a part of the Agreement between the OWNER, City of Clinton, Mississippi and the ENGINEER, Alford Engineering, dated May 3, 1995.

LIMITATIONS OF AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE RESIDENT PROJECT REPRESENTATIVE

- A. The Resident Project Representative shall act under the direct supervision of the ENGINEER, shall be the ENGINEER's agent in all matters relating to on-site construction review of the Contractor's work, shall communicate only with the ENGINEER and the Contractor (or Contractors), and shall communicate with subcontractors only through the Contractor or his authorized superintendent. The OWNER shall communicate with the Resident Project Representative only through the ENGINEER.
- B. The Resident Project Representative shall review and observe on-site construction activities of the Contractor relating to portions of the Project designed and specified by the ENGINEER as contained in the Construction Contract Documents.
- C. Specifically omitted from the Resident Project Representative's duties are any review of the Contractor's safety precautions, or the means, methods, sequences, or procedures required for the Contractor to perform the work but not relating to the final or completed Project. Omitted design or review services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- D. The specific duties and responsibilities of the Resident Project Representative are enumerated as follows:
 - 1. **Schedule:**

Review the construction schedule prepared by the Contractor for compliance with the Contract and give written advice to the CONSULTING ENGINEER concerning its acceptability.
 - 2. **Conferences:**

Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the CONSULTING ENGINEERS and notify those expected to attend in advance. Maintain and circulate copies of records of the meetings.

3. **Liaison:**

- a. Serve as the **CONSULTING ENGINEER**'s liaison with the Contractor working principally through the contractor's field superintendent. Alert the Contractor, through his field superintendent, to the hazards involved in accepting and acting upon instructions from the **OWNER** or others, except such instructions transmitted through the **CONSULTING ENGINEER**.
- b. Cooperate with the **CONTRACTOR** in his dealings with the various local agencies having jurisdiction over the **Project** in order to complete service connections to public utilities and facilities.
- c. Assist the **CONSULTING ENGINEER** in obtaining from the **OWNER** additional details or information, when required at the job site for proper execution of the work.

4. **Approvals:**

When required, assist the **CONSULTING ENGINEER** in obtaining from the Contractor a list of his proposed suppliers and sub- contractors.

5. **Samples:**

Assist the **CONSULTING ENGINEER** in obtaining field samples of materials delivered to the site which are required to be furnished, and keep records of actions taken by the **CONSULTING ENGINEER**.

6. **Shop Drawings:**

- a. Receive approved shop drawings and other submissions from the **ENGINEER**; record data received, maintain a file of the drawings and submissions, and check construction for compliance with them.
- b. Alert the Contractor's field superintendent when he observes materials or equipment being installed before approval of shop drawings or samples, where such are required, and advise the **ENGINEER** when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.

7. **Review of Work, Inspections and Tests:**

- a. Conduct on-site observations of the work in progress for the **ENGINEER** as a basis for determining that the **Project** is proceeding in accordance with the Contract Documents.

- b. Verify that tests, including equipment and systems start up, which are required by the Contract Documents are conducted and that the Contractor maintains adequate records thereof; observe, record and report to the **ENGINEER** appropriate details relative to the test procedures and start ups.
- c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the **Project**, record the outcome of these inspections and report to the **ENGINEER**.

8. **Interpretation of Contract Documents:**

Transmit to the Contractor the **ENGINEER's** interpretations of the Contract Documents.

9. **Modifications:**

Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report them with recommendations to the **ENGINEER**.

10. **Records:**

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents including all addenda, change orders, and additional drawings issued subsequent to the award of the Contract, the **ENGINEER's** interpretations of the Contract Documents, progress reports, and other **Project** related documents.
- b. Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
- c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major material suppliers.
- d. Maintain a set of drawings on which authorized changes are noted, and deliver to the **CONSULTING ENGINEER** at the completion of the **Project**.

11. **Reports:**

- a. Furnish the **CONSULTING ENGINEER** periodic reports as required of progress of the **Project** and the Contractor's compliance with the approved construction schedule.

- b. Consult with the **CONSULTING ENGINEER** in advance of scheduled major tests or start of important phases of the **Project**.

12. **Payment Requisitions:**

Review Applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the **CONSULTING ENGINEER**, noting particularly their relation to the work completed and materials and equipment delivered at the site.

13. **Guarantees, Certificates, Maintenance and Operation Manuals:**

During the course of work, assemble Guarantees, Certificates, Maintenance and Operation Manuals and other required data to be furnished by the Contractor and upon acceptance of the **Project** deliver this material to the **CONSULTING ENGINEER** for their approval and forwarding to the **OWNER**.

14. **Completion:**

- a. Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- b. Conduct final inspection in the company of the **CONSULTING ENGINEER** and the **OWNER** and prepare a final list of items to be corrected.
- c. Verify that all items on final list have been corrected and make recommendations to the **CONSULTING ENGINEER** Concerning acceptance.

15. **Limitations of Authority:**

Except upon written instruction of the **CONSULTING ENGINEER**, the Resident **Project** Representative shall observe the following limitations of authority:

- a. Shall not authorize any deviation from the Contract Documents.
- b. Shall not undertake any of the responsibilities of the Contractor, the sub-contractors or the Contractor's field superintendent.
- c. Shall not expedite the work for the Contractor.
- d. Shall not advise or issue directions relative to any aspect of the construction technique or sequence unless a specific technique or sequence is called for in the Contract Documents.

- e. Shall not authorize the **OWNER** to occupy the **Project** in whole or in part to final acceptance of the work.
- f. Shall not participate in specialized field or laboratory tests.

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 8, 1995

Jerry L. Tullos, P.E.
Alford Engineering
P. O. Box 16621
Jackson, MS 39236

Re: 1995 CDBG Economic Development Grant/Agreement
Between Owner and Engineer for Professional Services

Dear Mr. Tullos:

With reference to the proposed Agreement Between Owner and Engineer for Professional Services (the Contract) which was approved by the Board of Aldermen at the May 2, 1995, meeting, please note that said approval was subject to an amendment to the Contract to provide for limited expenditures and the right to cancel if the UA project does not go forward or the City is not provided with the necessary agreements from the property owners and developers.

To accomplish this, the City of Clinton, Mississippi (Owner) and Alford Engineering (Engineer) hereby agree to amend the Contract to provide that upon receipt of a Notice to Proceed from the City, the Engineer will perform no more than \$5,000 worth of professional services on preliminary design and surveying under the Contract until receipt of further notice from the Owner to continue. It is further understood and agreed that the Owner may cancel this Contract upon payment to the Engineer of the maximum of \$5,000 for professional services for preliminary design and survey actually performed by the Engineer. However, if further notice to proceed is given by the Owner after the initial Notice to Proceed, the Contract will be in full effect.

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

Jerry L. Tullos, P.E.
Alford Engineering
May 8, 1995
Page Two

It is the intent of the Owner and Engineer by this amendment to permit the preliminary work to begin but to hold the Owner's costs to the Engineer to a maximum of \$5,000 pending further negotiation by the Owner with the other parties and to provide for the cancellation of the Contract at that point.

Sincerely,



Rosemary G. Aultman, Mayor
City of Clinton

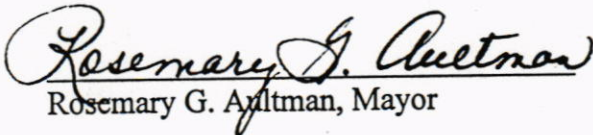
RGA/pw

cc: W. Harold Alderman, Public Works Director
Richard L. Broome, P.E., City Engineer
Nelson Byrd, City Clerk

The above stated amendment is agreed to by the City of Clinton, Mississippi (Owner) and Alford Engineering (Engineer) as of the 8 day of May, 1995.

OWNER: CITY OF CLINTON

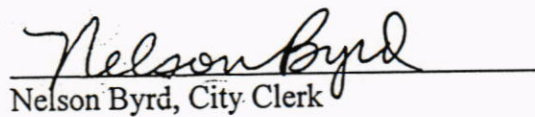
ENGINEER: ALFORD ENGINEERING


Rosemary G. Aultman, Mayor

S. F. Alford, III, P.E., Owner

ATTEST:

ATTEST:


Nelson Byrd, City Clerk

Jerry L. Tullos, P.E.

Part of the NE 1/4 of Sec. 17,
T6N, R1W, Hinds County, Mississippi

RIGHT-OF-WAY AND EASEMENT

WHEREAS, K. MACK ROBINSON (hereinafter called "Grantor"), is the owner and holder of the lands hereinafter described; and

WHEREAS, the City of Clinton, Hinds County, Mississippi (hereinafter called the "City"), is desirous of obtaining a right of way and permanent drainage easement for construction along and adjacent to Pinehaven Road, Clinton, Hinds County, Mississippi; and

WHEREAS, Grantor, in order to more effectively utilize the real property owned by him and for the betterment of the public good, deems it necessary and desirable to grant a right of way and permanent drainage easement to the City;

NOW, THEREFORE, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City a right of way and permanent drainage easement for the purposes herein set forth in, to, and over the following described land situated in the First Judicial District, County of Hinds, State of Mississippi, to-wit:

A Permanent Right of Way, Permanent Drainage Easement and Temporary Construction Easement, over and across a parcel of land conveyed to Grantor by deed recorded in Deed Book 4030 at Page 549 of the records of the Chancery Clerk of Hinds County in Jackson, Mississippi, being situated in the Northeast Quarter (NE 1/4) of Section 17, Township 6 North, Range 1 West, Hinds County, Mississippi, and being more particularly described as follows:

Attached hereto as Exhibit "A" and made a part hereof is the legal description for the above-described right of way, permanent drainage easement and temporary easement.

Attached hereto as Exhibit "B" and made a part hereof is the plat of the right of way, permanent drainage easement and temporary easement.

The right of way and permanent drainage easement are granted and conveyed for the purposes of right-of-way and the construction, installation, maintenance, repair, operation and use of the extension and alteration of Pinehaven Road and sewers, storm drains, and water mains in, over, upon, or through such right of way and permanent drainage easement.

And for the same consideration the undersigned hereby grants to the City for a period of one (1) year from this date a Temporary Construction Easement as set out hereinabove.

Grantor acknowledges the existence of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, and acknowledges that he is aware of his rights under said Act, including, but not limited to:

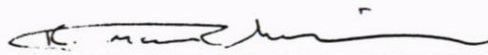
- (1) Notification of the Grantee's desire to obtain the property and the receipt of a copy of the publication Acquiring Real Property for Federal and Federal-Aid Programs and Projects; and
- (2) An opportunity to receive an appraisal and to accompany the appraiser during the initial inspection; and
- (3) An opportunity to have the value of the property determined by a court of competent jurisdiction and to be compensated therefor.

The Grantor does hereby waive all rights and privileges pursuant to Public Law 91-646, and under the "Real Property Acquisition Policies Law", plus any rights and privileges under the "Relocation Assistance Law."

Immediately following the construction hereinabove referred to, City will cause to be removed from the property hereinabove described, all debris, surplus material, and construction equipment and leave the premises in a neat and presentable condition. In the event there is any damage to the property of the Grantors, City will cause said damages to be repaired and restored to a condition fully equivalent to that existing before construction operations were commenced.

TO HAVE AND TO HOLD said Right-of-Way, together with all and singular rights, privileges, and hereditaments thereunto in anywise belonging, unto City, its successors, and assigns, upon the terms and conditions hereinabove set forth.

THIS the 25TH day of April, 1995.


K. MACK ROBINSON

* * * * *

STATE OF MISSISSIPPI

COUNTY OF Hinds

PERSONALLY APPEARED before me, the undersigned authority in
and for the said county and state, on this 25TH day of April, 1995, within my jurisdiction, the within named
K. MACK ROBINSON, who acknowledged that he executed the above and
foregoing instrument.


NOTARY PUBLIC

My Commission Expires:

My Commission Expires Sept. 30, 1996

Grantors' Address &
Telephone Number:

5420 Lynch Street Ext.
Jackson, MS 39209
(601)924-6181

Grantee's Address &
Telephone Number:

Post Office Box 156
Clinton, MS 39060
(601)924-2239

This Instrument Prepared By:

Pyle, Dreher, Mills & Dye, P.A.
775 Woodlands Parkway, Ste. 100
Ridgeland, MS 39157

ROBINSON.EAS
4/21/95



July 10, 1992
Revised: April 5, 1993
Revised: February 23, 1995
Revised: April 20, 1995

PARCEL NO. 3

**PERMANENT DRAINAGE EASEMENT &
PERMANENT RIGHT OF WAY
across**

**K. MACK ROBINSON
DB.4030, PG.549**

A Permanent right-of-way and Permanent Drainage Easement, over and across the above referenced parcel of land, said Permanent right-of-way and Permanent Drainage Easement being situated in the Northeast Quarter (NE 1/4) of Section 17, Township 6 North, Range 1 West, Hinds County, Mississippi, and being more particularly described as follows:

PERMANENT RIGHT OF WAY

Commence at the Northwest corner of the above referenced parcel, same being on the East right-of-way of Pinehaven Road as said road exists this date (2/95);

THENCE run South 02 degrees 40 minutes 47 seconds West, 96.53 feet along said East right-of-way to the Point of Beginning for the herein described Permanent right-of-way;
THENCE run South 87 degrees 19 minutes 13 seconds East, 20.00 feet;
THENCE run North 02 degrees 40 minutes 47 seconds East, 80.96 feet;
THENCE run North 87 degrees 19 minutes 13 seconds West, 20.00 feet to the East right-of-way of said Pinehaven Road;
THENCE run South 02 degrees 40 minutes 47 seconds West, 80.96 feet along said East right-of-way, to the Point of Beginning, and containing 1627 square feet (0.04 acre), more or less.

ALSO:

PERMANENT DRAINAGE EASEMENT

Commence at the Northwest corner of the above referenced parcel, same being on the East right-of-way of Pinehaven Road as said road exists this date (2/95);

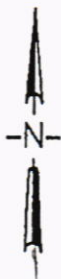
THENCE run South 02 degrees 40 minutes 47 seconds West, 96.53 feet along said East right-of-way to the Southwest corner of the above described Permanent right-of-way;
THENCE run South 87 degrees 19 minutes 13 seconds East, 20.00 feet along the South line of said Permanent right-of-way to the Southeast corner thereof;
THENCE run North 02 degrees 40 seconds 47 seconds East, along the East line of said Permanent right-of-way, 9.70 feet to the Point of Beginning of the herein described Permanent Drainage Easement;

THENCE run South 72 degrees 19 seconds 50 seconds East, 82.20 feet;
THENCE run North 17 degrees 40 minutes 10 seconds East, 50.00 feet;
THENCE run North 72 degrees 19 minutes 50 seconds West, 95.03 feet to the East line of said Permanent right-of-way;
THENCE run South 02 degrees 40 minutes 47 seconds West, along the East line of said Permanent right-of-way, 51.62 feet to the Point of Beginning, and containing 4431 square feet (0.10 acre), more or less.

TEMPORARY CONSTRUCTION EASEMENT

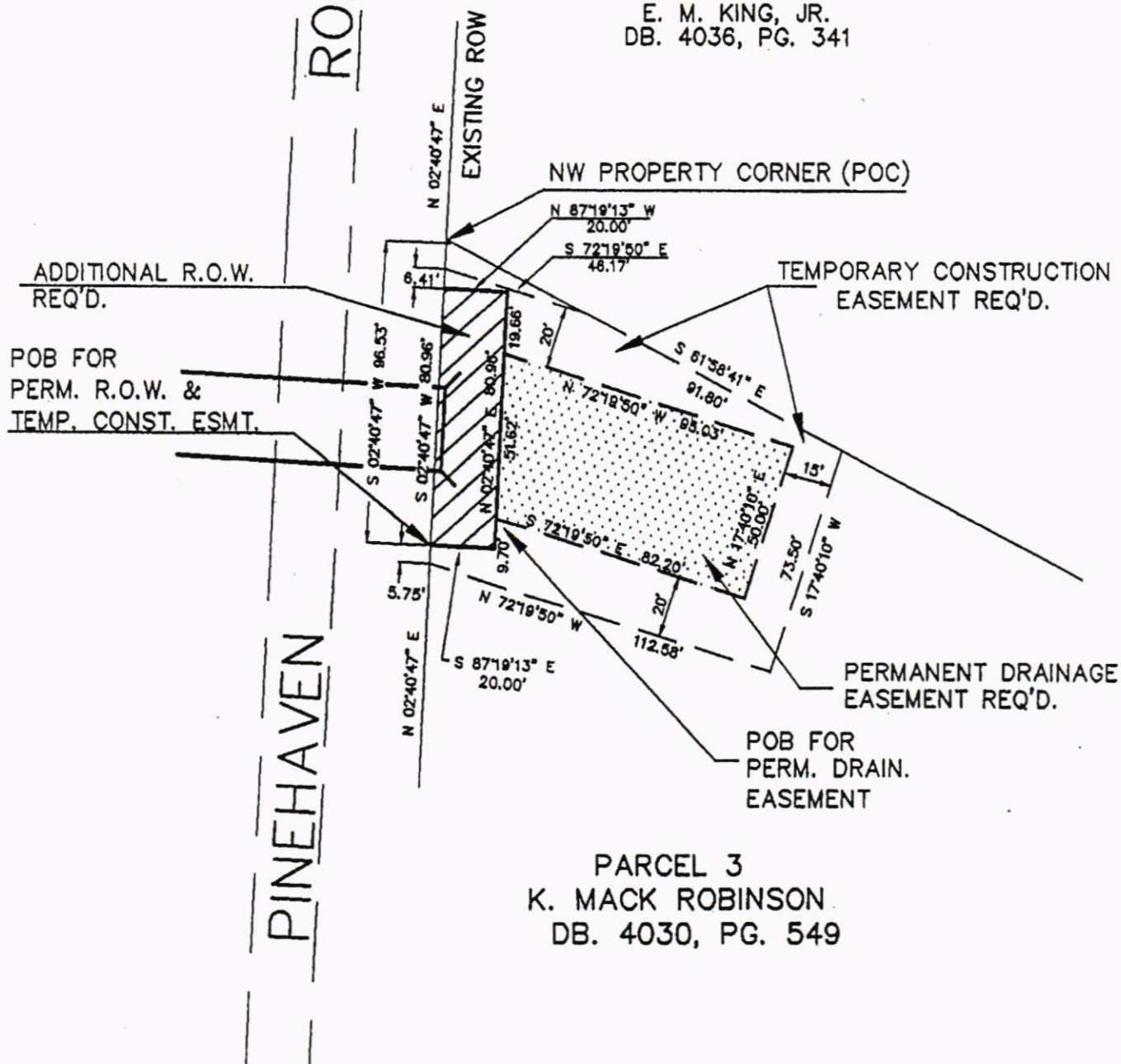
Commence at the Northwest corner of the above referenced parcel, same being on the East right-of-way of Pinehaven Road as said road exists this date (2/95);

THENCE run South 02 degrees 40 minutes 47 seconds West, 96.53 feet along said East right-of-way to the Point of Beginning of the herein described Temporary Construction Easement, same being the Southwest corner of the above described Permanent right-of-way;
THENCE run South 87 degrees 19 minutes 13 seconds East, 20.00 feet along the South line of said Permanent right-of-way to the Southeast corner thereof;
THENCE run North 02 degrees 40 minutes 47 seconds East, 9.70 feet along the East line of said Permanent right-of-way to the Southwest corner of said Permanent Drainage Easement;
THENCE run South 72 degrees 19 minutes 50 seconds East, 82.20 feet along the South line of said Permanent Drainage Easement to the Southeast corner thereof;
THENCE run North 17 degrees 40 minutes 10 seconds East, 50.00 feet along the East line of said Permanent Drainage Easement to the Northeast corner thereof;
THENCE run North 72 degrees 19 minutes 50 seconds West, 95.03 feet along the North line of said Permanent Drainage Easement to the Northwest corner thereof, same being on the East line of said Permanent right-of-way;
THENCE run North 02 degrees 40 minutes 47 seconds East, 19.66 feet along the East line of said Permanent right-of-way to the Northeast corner thereof;
THENCE run North 87 degrees 19 minutes 13 seconds West, 20.00 feet along the North line of said Permanent right-of-way to the Northwest corner thereof, same being on the East right-of-way of said Pinehaven Road;
THENCE run North 02 degrees 40 minutes 47 seconds East, along said East right-of-way 6.41 feet;
THENCE run South 72 degrees 19 minutes 50 seconds East, 46.17 feet to the North property line of the above referenced parcel;
THENCE run South 61 degrees 58 minutes 41 seconds East, along said North property line, 91.80 feet;
THENCE run South 17 degrees 40 minutes 10 seconds West, 73.50 feet;
THENCE run North 72 degrees 19 minutes 50 seconds West, 112.58 feet to the East right-of-way of said Pinehaven Road;
THENCE run North 02 degrees 40 minutes 47 seconds East, 5.75 feet to the Point of Beginning and containing 4402 square feet (0.10 acre), more or less.



ROAD

E. M. KING, JR.
DB. 4036, PG. 341



PARCEL 3
K. MACK ROBINSON
DB. 4030, PG. 549

PARCEL 3
PERMANENT DRAINAGE EASE. REQ'D. 4,431 SQ.FT. (0.10 AC.)
TEMP. CONST. ESMT. REQ'D. 4,402 SQ.FT. (0.10 AC.)
PERM. R.O.W. REQ'D. 1627 SQ.FT. (0.04 AC.)



REVISED OWNERSHIP: 4-20-95
REVISED: 2-23-95
REVISED: 4-5-93

P\91077\Parcel 3

HINDS COUNTY, MISSISSIPPI		
PINEHAVEN ROAD K. MACK ROBINSON DB. 4030, PG. 549		
SITUATED IN NE 1/4 OF SECTION 17, T6N,R1W HINDS COUNTY, MISSISSIPPI		
WAGGONER ENGINEERING, INC. Consulting Engineers - Jackson, Mississippi		
DRAWN BY: KL / JJP / TJW	DATE: 7-1-92	SHEET NUMBER 1 OF 1
REVIEWED BY: R.R.	SCALE: 1" = 50'	

INDEXING INSTRUCTIONS:

Part of the NW 1/4 of Sec. 17,
T6N, R1W, Hinds County, Mississippi

RIGHT-OF-WAY

WHEREAS, SHELBY W. MITCHELL, JR. and JO ELLEN WILCOX MITCHELL (hereinafter called "Grantors"), are the owners and holders of the lands hereinafter described; and

WHEREAS, the City of Clinton, Hinds County, Mississippi (hereinafter called the "City"), is desirous of obtaining a right of way for construction along and adjacent to Pinehaven Road, Clinton, Hinds County, Mississippi; and

WHEREAS, Grantors, in order to more effectively utilize the real property owned by them and for the betterment of the public good, deem it necessary and desirable to grant a right of way to the City;

NOW, THEREFORE, Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto the City a right of way for the purposes herein set forth in, to, and over the following described land situated in the First Judicial District, County of Hinds, State of Mississippi, to-wit:

A Permanent Right of Way and Temporary Construction Easement, over and across a parcel of land conveyed to Grantors by deed recorded in Deed Book 2670 at Page 322 and re-recorded in Deed Book 2712 at Page 101 of the records of the Chancery Clerk of Hinds County in Jackson, Mississippi, being situated in the Northwest Quarter (NW 1/4) of Section 17, Township 6 North, Range 1 West, Hinds County, Mississippi, and being more particularly described as follows:

Attached hereto as Exhibit "A" and made a part hereof is the legal description for the above-described right of way and temporary easement.

Attached hereto as Exhibit "B" and made a part hereof is the plat of the right of way and temporary easement.

The right of way is granted and conveyed for the purposes of right-of-way and the construction, installation, maintenance, repair, operation and use of the extension and alteration of Pinehaven Road and sewers, storm drains, and water mains in, over, upon, or through such right of way.

And for the same consideration the undersigned hereby grant to the City for a period of one (1) year from this date a Temporary Construction Easement as set out hereinabove.

Grantors acknowledge the existence of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, and acknowledge that they are aware of their rights under said Act, including, but not limited to:

- (1) Notification of the Grantee's desire to obtain the property and the receipt of a copy of the publication Acquiring Real Property for Federal and Federal-Aid Programs and Projects; and
- (2) An opportunity to receive an appraisal and to accompany the appraiser during the initial inspection; and
- (3) An opportunity to have the value of the property determined by a court of competent jurisdiction and to be compensated therefor.

The Grantors do hereby waive all rights and privileges pursuant to Public Law 91-646, and under the "Real Property Acquisition Policies Law", plus any rights and privileges under the "Relocation Assistance Law."

Immediately following the construction hereinabove referred to, City will cause to be removed from the property hereinabove described, all debris, surplus material, and construction equipment and leave the premises in a neat and presentable condition. In the event there is any damage to the property of the Grantors, City will cause said damages to be repaired and restored to a condition fully equivalent to that existing before construction operations were commenced.

TO HAVE AND TO HOLD said Right-of-Way, together with all and singular rights, privileges, and hereditaments thereunto in anywise belonging, unto City, its successors, and assigns, upon the terms and conditions hereinabove set forth.

THIS the 29th day of MARCH, 1995.

Shelby W. Mitchell, Jr.
SHELBY W. MITCHELL, JR.

Jo Ellen Wilcox Mitchell
JO ELLEN WILCOX MITCHELL

* * * * *

STATE OF MISSISSIPPI

COUNTY OF Hinds

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this 29 day of March, 1995, within my jurisdiction, the within named SHELBY W. MITCHELL, JR., who acknowledged that he executed the above and foregoing instrument.

Dorothy Herrington
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE.
MY COMMISSION EXPIRES: Nov. 6, 1998.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

* * * * *

STATE OF MISSISSIPPI

COUNTY OF Hinds

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this 29 day of March, 1995, within my jurisdiction, the within named JO ELLEN WILCOX MITCHELL, who acknowledged that she executed the above and foregoing instrument.

Dorothy Herrington
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE.
MY COMMISSION EXPIRES: Nov. 6, 1998.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Grantors' Address &
Telephone Number:

Post Office Box 1001
Clinton, MS 39060
(601)352-5411

Grantee's Address &
Telephone Number:

Post Office Box 156
Clinton, MS 39060
(601)924-2239

This Instrument Prepared By:

Pyle, Dreher, Mills & Dye, P.A.
775 Woodlands Parkway, Ste. 100
Ridgeland, MS 39157

MITCHELL.EAS
3/15/95

Page 1 of 2

July 10, 1992

Revised: Nov. 12, 1992

Revised: April 5, 1993

PARCEL NO. 2

PERMANENT RIGHT OF WAY
across

SHELBY W. MITCHELL, JR
DB.2712, PG.101

A Permanent Right of Way, over and across the above referenced parcel of land, being situated in the Northwest Quarter (NW 1/4) of Section 17, Township 6 North, Range 1 West, Hinds County, Mississippi, and being more particularly described as follows:

PERMANENT RIGHT OF WAY

Commence at the Southeast corner of the above referenced parcel, same being on the existing West Right-of-Way of Pinehaven Road, as said road exists this date (7/92);

Thence run North 02 degrees 40 minutes 47 seconds East along said existing West Right-of-Way, 24.78 feet to the Point of Beginning of the herein described Permanent Right-of-Way;

THENCE leaving said existing West Right-of-Way run North 87 degrees 19 minutes 13 seconds West, 18.50 feet;

THENCE run North 02 degrees 40 minutes 47 seconds East, 16.80 feet;

THENCE run North 72 degrees 35 minutes 07 seconds West, 33.01 feet;

THENCE run North 43 degrees 25 minutes 13 seconds East, 50.55 feet;

THENCE run North 17 degrees 24 minutes 53 seconds East, 25.36 feet;

THENCE run South 72 degrees 35 minutes 07 seconds East, 64.00 feet;

THENCE run North 02 degrees 40 minutes 47 seconds East, 6.20 feet;

THENCE run South 87 degrees 19 minutes 13 seconds East, 20.00 feet to the existing West Right-of-Way of said Pinehaven Road;

THENCE run South 02 degrees 40 minutes 47 seconds West, 80.00 feet to the Point of Beginning.

ALSO:

TEMPORARY CONSTRUCTION EASEMENT "A"

Commence at the Southeast corner of the above referenced parcel, same being on the West Right-of-Way of Pinehaven Road, as said road exists this date (7/92);



Thence run North 43 degrees 25 minutes 13 seconds West, along South property line of said parcel 122.61 feet to the Point of Beginning for the Temporary Construction Easement "A";

THENCE run North 43 degrees 25 minutes 13 seconds West, along the South property line of said parcel, 17.18 feet;

THENCE run North 17 degrees 24 minutes 53 seconds East, 15 feet West of and parallel to the West line of the above described Permanent Drainage Easement, 36.99 feet;

THENCE run South 72 degrees 35 minutes 07 seconds East, 92.66 feet to the West Right-of-Way of said Pinehaven Road;

THENCE run South 02 degrees 40 minutes 47 seconds West, 9.22 feet to the Northeast corner of the above described Permanent Right-of-Way;

THENCE run North 87 degrees 19 minutes 13 seconds West, 20.00 feet to the Northwest corner of said Permanent Right-of-Way;

THENCE run South 02 degrees 40 minutes 47 seconds West, 11.44 feet to the Northeast corner of the above described Permanent Drainage Easement;

THENCE run North 72 degrees 35 minutes 07 seconds West, 64.00 feet to the Northwest corner of said Permanent Drainage Easement;

THENCE run South 17 degrees 24 minutes 53 seconds West, 25.36 feet, to the Point of Beginning for the Temporary Construction Easement "A":

ALSO:

TEMPORARY CONSTRUCTION EASEMENT "B"

BEGINNING at the Southeast corner of the above referenced parcel, same being on the West Right-of-Way of Pinehaven Road as said road exists this date (7/92);

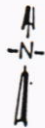
Thence run North 02 degrees 40 minutes 47 seconds East, 24.78 feet to the Southeast corner of the above described Permanent Right-of-Way;

THENCE run South 87 degrees 19 minutes 13 seconds East, 18.50 feet to the Southwest corner of the above described Permanent Right-of-Way;

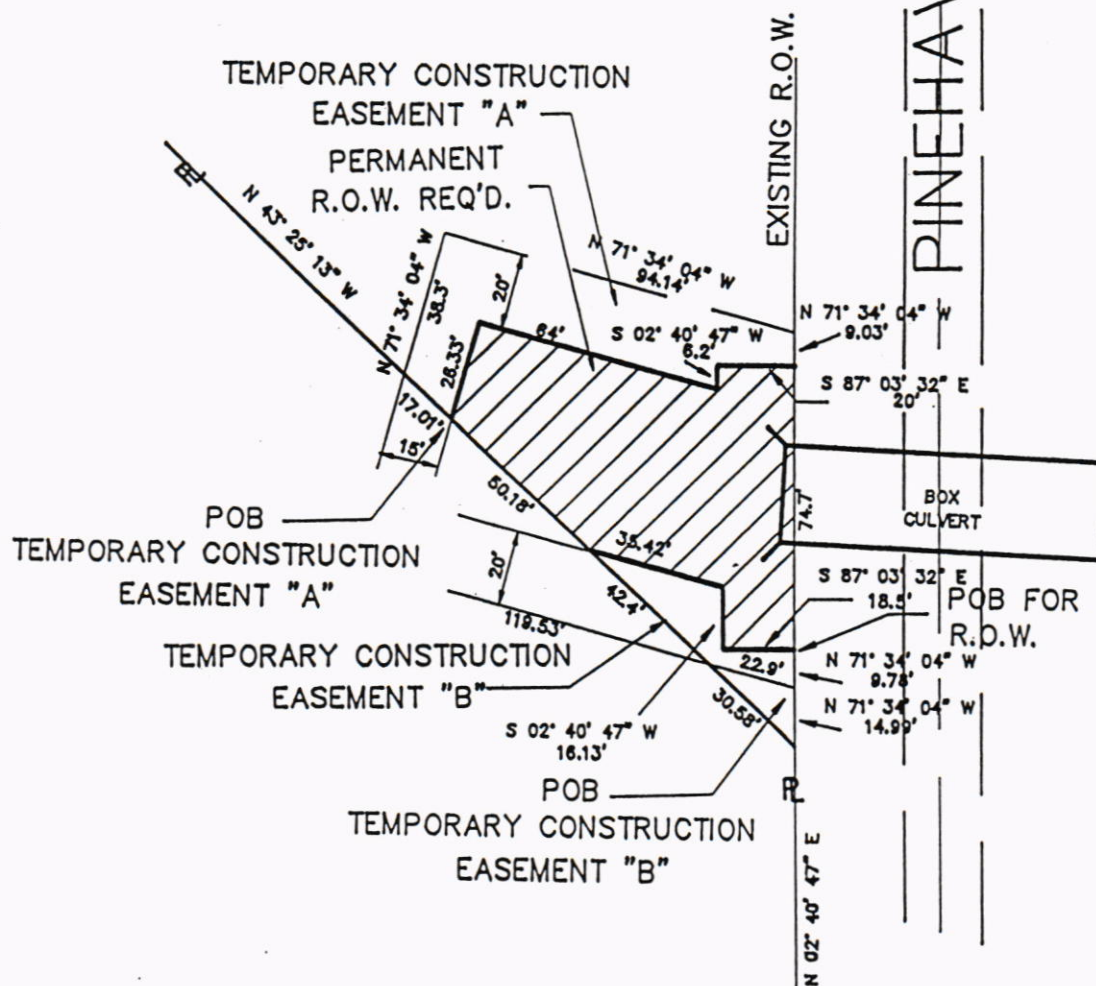
THENCE run North 02 degrees 40 minutes 47 seconds East, 16.80 feet to the Southeast corner of the above described Permanent Drainage Easement;

THENCE run North 72 degrees 35 minutes 07 seconds West, 33.01 feet to the South line of the above referenced parcel;

THENCE run South 43 minutes 25 minutes 13 seconds East, along said South line, 72.06 feet to the Point of Beginning.



PARCEL 2
SHELBY W. MITCHELL, JR.
DB. 2712, PG. 101



PARCEL 2
PERMANENT R.O.W. REQ'D. 4492 SQ.FT. (0.10 AC.)
TEMP. CONST. ESMT. REQ'D. 2613 SQ. FT. (0.06 AC.)



REVISED 4-5-93
REVISED 11-12-92
P\91077\KPLATS.DWG

HINDS COUNTY, MISSISSIPPI		
PINEHAVEN ROAD		
SHELBY W. MITCHELL, JR.		
DB. 2712, PG. 101		
SITUATED IN NW 1/4 OF SECTION 17, T6N,R1W HINDS COUNTY, MISSISSIPPI		
WAGGONER ENGINEERING, INC.		
Consulting Engineers - Jackson, Mississippi		
DRAWN BY: K.L.	DATE: 7-1-92	SHEET NUMBER 1 OF 1
REVIEWED BY: R.R.	SCALE: 1" = 50'	

Lavaree Jones, Licensed Certified General Real Estate Appraiser

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

ADDRESS PINEHAVEN ROAD
 CLINTON, HINDS COUNTY, MS 39056
 OWNER OF RECORD Shelby Wilson Mitchell, Jr.
 DATE OF APPRAISAL JULY 15, 1994
 APPRAISAL FOR HINDS COUNTY BOARD OF SUPERVISORS
 CLIENT HINDS COUNTY BOARD OF SUPERVISORS
 APPRAISAL BY LAVAREE JONES, # GA-166
 Licensed Certified General Real Estate Appraiser
 (EXP DATE: 12/31/95)
 CITY MAP-PARCEL #: 2860-503-710
 TAX PARCEL #: 66.03 -1- 44.00
 OCCUPANCY SINGLE FAMILY RESIDENCE
 ZONING R-1; SINGLE FAMILY
 HIGHEST AND BEST USE PRESENT USE

SIZE OF LARGER PORTION			6.05 ACRES
SIZE OF PORTION TO BE TAKEN	(1) PERMANENT RIGHT OF WAY	4,492 SF	- .103 ACRES
REMAINDER PORTION			5.947 ACRES
	(2) TEMPORARY CONSTRUCTION EASEMENT	2,613 SQ FT	2,613 SQ FT
LAND VALUE	BEFORE THE TAKING		\$55,350.00
	AFTER THE TAKING		-\$54,400.00
Value Of Right Of Way			\$950.00
Value Of Construction Easement	GROUND RENTS AT \$1.00 PER SQUARE FOOT FOR FIVE MONTHS		+\$1,090.00
JUST COMPENSATION			\$2,040.00

Pinchaven Road - July 15, 1994 - Page 4

INDEXING INSTRUCTIONS:

Part of the NW 1/4 of Sec. 17,
T6N, R1W, Hinds County, Mississippi

RIGHT-OF-WAY

WHEREAS, DAVID LINDIGRIN and ELIZABETH LINDIGRIN (hereinafter called "Grantors"), are the owners and holders of the lands hereinafter described; and

WHEREAS, the City of Clinton, Hinds County, Mississippi (hereinafter called the "City"), is desirous of obtaining a right of way for construction along and adjacent to Pinehaven Road, Clinton, Hinds County, Mississippi; and

WHEREAS, Grantors, in order to more effectively utilize the real property owned by them and for the betterment of the public good, deem it necessary and desirable to grant a right of way to the City;

NOW, THEREFORE, Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto the City a right of way for the purposes herein set forth in, to, and over the following described land situated in the First Judicial District, County of Hinds, State of Mississippi, to-wit:

A Permanent Right of Way and Temporary Construction Easement, over and across a parcel of land conveyed to Grantors by deed recorded in Deed Book 4362 at Page 335 of the records of the Chancery Clerk of Hinds County in Jackson, Mississippi, being situated in the Northwest Quarter (NW 1/4) of Section 17, Township 6 North, Range 1 West, Hinds County, Mississippi, and being more particularly described as follows:

Attached hereto as Exhibit "A" and made a part hereof is the legal description for the above-described right of way and temporary easement.

Attached hereto as Exhibit "B" and made a part hereof is the plat of the right of way and temporary easement.

Attached hereto as Exhibit "C" and made a part hereof are additional terms, conditions and covenants of this conveyance.

The right of way is granted and conveyed for the purposes of right-of-way and the construction, installation, maintenance, repair, operation and use of the extension and alteration of Pinehaven Road and sewers, storm drains, and water mains in, over, upon, or through such right of way.

And for the same consideration the undersigned hereby grant to the City for a period of one (1) year from this date a Temporary Construction Easement as set out hereinabove.

11

Grantors acknowledge the existence of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, and acknowledge that they are aware of their rights under said act, including, but not limited to:

(1) Notification of the Grantee's desire to obtain the property and the receipt of a copy of the publication Acquiring Real Property for Federal and Federal-Aid Programs and Projects; and

(2) An opportunity to receive an appraisal and to accompany the appraiser during the initial inspection; and

(3) An opportunity to have the value of the property determined by a court of competent jurisdiction and to be compensated therefor.

The Grantors do hereby waive all rights and privileges pursuant to Public Law 91-646, and under the "Real Property Acquisition Policies Law," plus any rights and privileges under the "Relocation Assistance Law."

Immediately following the construction hereinabove referred to, City will cause to be removed from the property hereinabove described, all debris, surplus material, and construction equipment and leave the premises in a neat and presentable condition. In the event there is any damage to the property of the Grantors, City will cause said damages to be repaired and restored to a condition fully equivalent to that existing before construction operations were commenced.

TO HAVE AND TO HOLD said Right-of-Way, together with all and singular rights, privileges, and hereditaments thereunto in anywise belonging, unto City, its successors, and assigns, upon the terms and conditions hereinabove set forth.

THIS the 14 day of April, 1995

David Lindigrin
DAVID LINDIGRIN

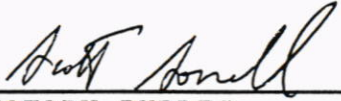
Elizabeth Lindigrin
ELIZABETH LINDIGRIN

* * * * *

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this 19th day of April, 1995, within my jurisdiction, the within named DAVID LINDIGRIN, who acknowledged that he executed the above and foregoing instrument.


NOTARY PUBLIC

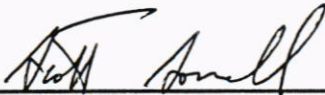
My Commission Expires:
My Commission Expires Feb. 10, 1996

* * * * *

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this 14th day of April, 1995, within my jurisdiction, the within named ELIZABETH LINDIGRIN, who acknowledged that she executed the above and foregoing instrument.


NOTARY PUBLIC

My Commission Expires:
My Commission Expires Feb. 10, 1996

Grantors' Address &
Telephone Number:

210 Berry Drive
Clinton, MS 39056
(601) 924-1827

Grantee's Address &
Telephone Number

Post Office Box 156
Clinton, MS 39060
(601) 924-2239

July 8, 1992
Revised: Nov.12, 1992
Revised: April 5, 1993

PARCEL NO. 1

PERMANENT RIGHT OF WAY
across

David Lindigrin and
Elizabeth Lindigrin
DB. 4362, PG. 335

A Permanent Right of Way, over and across the above referenced parcel of land, being situated in the Northwest Quarter (NW 1/4) of Section 17, Township 6 North, Range 1 West, Hinds County, Mississippi, and being more particularly described as follows:

Commence at the Northeast corner of the above referenced parcel, same being on the existing West Right-of-Way of Pinehaven Road, as said road exists this date (7/92);

Thence leaving said existing West Right-of-Way, run North 43 degrees 25 minutes 13 seconds West, along the Northerly line of said parcel, 72.98 feet to the Point of Beginning;

Thence leaving said Northerly property line, run North 71 degrees 34 minutes 04 seconds West, 44.25 feet;

Thence run North 18 degrees 25 minutes 56 seconds East, 23.67 feet to the Northerly line of said parcel;

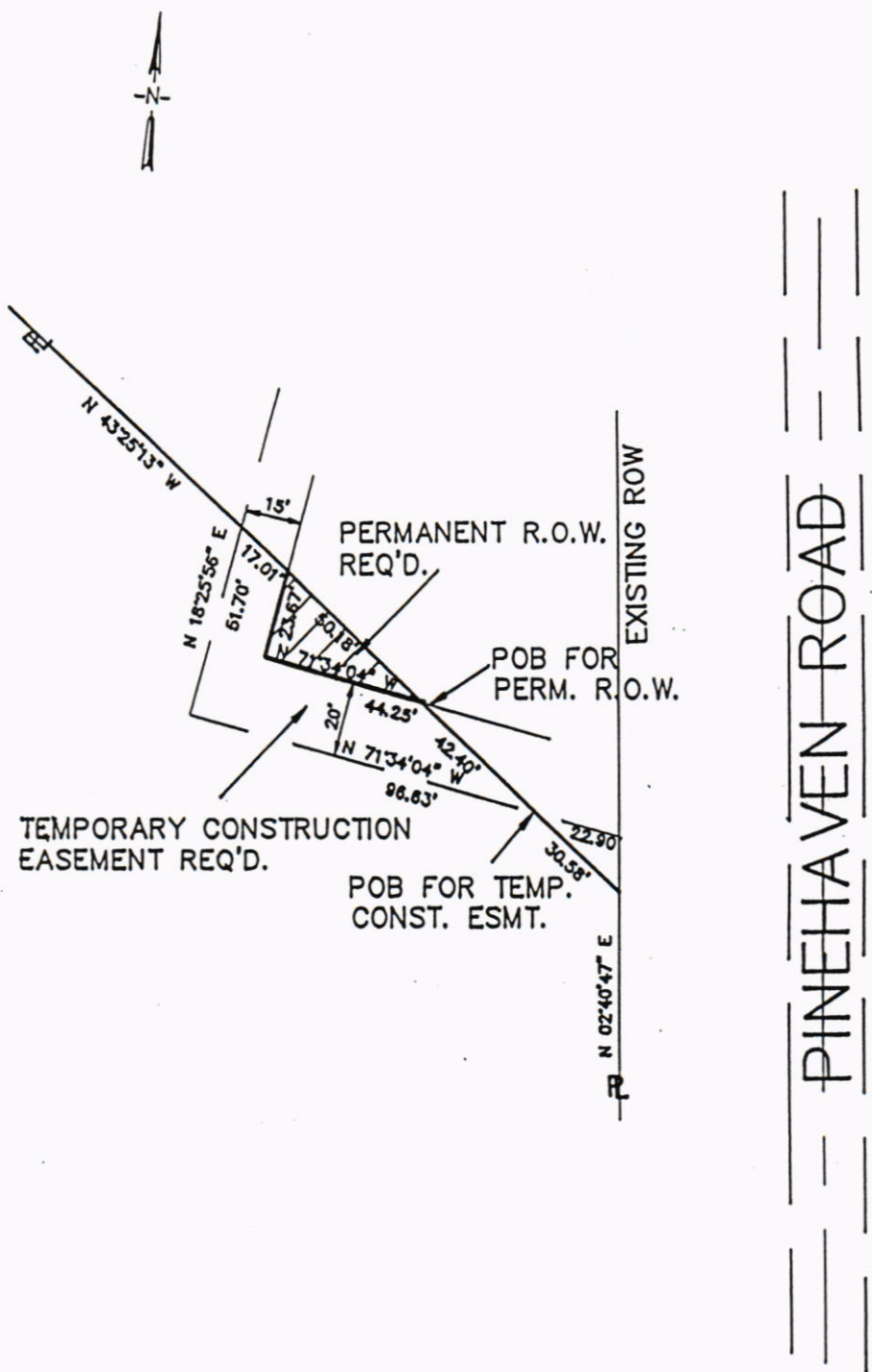
Thence run South 43 degrees 25 minutes 13 seconds East, 50.18 feet along the Northerly line of said parcel, to the Point of Beginning.

ALSO:

TEMPORARY CONSTRUCTION EASEMENT

A twenty (20) foot wide Temporary Construction Easement lying South of and adjacent to the above described Permanent Right-of-Way and a fifteen (15) foot wide Temporary Construction Easement lying West of and adjacent to the above described Permanent Right-of-Way.





PARCEL 1
 PERMANENT R.O.W. REQ'D. 524 SQ.FT. (0.01 AC.)
 TEMP. CONST. ESMT. REQ'D. 1974 SQ.FT. (0.05 AC.)



HINDS COUNTY, MISSISSIPPI		
PINEHAVEN ROAD		
SITUATED IN NW 1/4 OF SECTION 17, T6N,R1W HINDS COUNTY, MISSISSIPPI		
WAGGONER ENGINEERING, INC. Consulting Engineers - Jackson, Mississippi		
DRAWN BY: K.L.	DATE: 7-1-92	SHEET NUMBER 1 OF 1
REVIEWED BY: R.R.	SCALE: 1" = 50'	

REVISED: 4-5-93
 REVISED 11-12-92
 C:\P\91077\KPLATS1.DWG

EXHIBIT "C"

This easement is non-exclusive.

The Grantee covenants and agrees to indemnify and hold the Grantor harmless against any and all claims, loss, cost, damage or expense arising out of this easement.

The Grantor retains the right to use said land. The Grantee covenants to maintain the easement in good repair at all times and shall restore the surface and any improvements to their prior or better condition after any construction, maintenance or use.

The Grantee agrees to remove all trees, shrubs and stumps along Grantors entire North property line between the property line and the permanent easements being acquired.

The Grantee covenants and agrees to construct and maintain bank erosion facilities to stabilize and prevent further erosion of the creek bank along the entire length of Grantors North property line, together with suitable drainage into creek of surface water from Grantors property.

In the event that Grantee fails to maintain the above bank erosion facilities, Grantor may notify Grantee of such violation of these covenants; and if Grantee does not complete permanent repairs of good quality within thirty days of notice, Grantee shall pay Grantor One Hundred Dollars per day as liquidated damages beginning with the thirty-first day after receipt of notice.

The foregoing terms and agreement is a condition of this sale, without which this conveyance would not have been made. In addition, said covenants shall run with the title to the land and be binding on the parties hereto, their successors in title and assigns. In the event of breach violation, or attempted violation of said covenants, Grantor may bring such action at law or in equity as shall afford Grantor proper remedy.



SUMMARY OF SALIENT FACTS AND CONCLUSIONS

ADDRESS	PINEHAVEN ROAD CLINTON, HINDS COUNTY, MS 39056
OWNER OF RECORD	C.E., JR. AND MARIE A. HILL
DATE OF APPRAISAL	JULY 15, 1994
APPRAISAL FOR	HINDS COUNTY BOARD OF SUPERVISORS
CLIENT	HINDS COUNTY BOARD OF SUPERVISORS
APPRAISAL BY	LAVAREE JONES, # GA-166 Licensed Certified General Real Estate Appraiser (EXP DATE: 12/31/99)
CITY MAP-PARCEL #:	2860-504-180
TAX PARCEL #:	66.03 -1- 41.00
OCCUPANCY	SINGLE FAMILY RESIDENCE
ZONING	R-1; SINGLE FAMILY
HIGHEST AND BEST USE	PRESENT USE

SIZE OF LARGER PORTION			52,546
SIZE OF PORTION TO BE TAKEN	(1) PERMANENT RIGHT OF WAY	524 SQUARE FEET	- 524 SF
REMAINDER PORTION			52,022
	(2) TEMPORARY CONSTRUCTION EASEMENT	1974 SQ FT	1974 SF
LAND VALUE	BEFORE THE TAKING		\$11,000.00
	AFTER THE TAKING		-\$10,890.00
Value Of Construction Easement	GROUND RENTS AT \$1.00 PER SQUARE FOOT FOR FIVE MONTHS		+\$822.50
JUST COMPENSATION			\$932.50

Pinhaven Road - July 15, 1994 - Page 4