

**RECESSED MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, APRIL 19, 1994 - 7 P.M.
MUNICIPAL COURTROOM - 305 MONROE STREET**

The Mayor and Board of Aldermen of the City of Clinton met in Recessed Meeting at 7 P.M., at the Municipal Courtroom, 305 Monroe Street, pursuant to a Recess Order adopted by said Mayor and Board of Aldermen at their Regular Meeting of April 5, 1994, as found on Page 447 of this Minute Book W.

WELCOME AND CALL TO ORDER - Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The Invocation was led by Alderman Ferrell followed by the Pledge of Allegiance to the Flag led by Alderman Todd.

ROLL CALL - City Clerk Nelson Byrd

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

City Attorney Ken Dreher
City Clerk Nelson Byrd

AGENDA CHANGES

Following item 12, under other business, add discussion/authorization to advertise for bids for sign materials under the Governor's Highway Safety Program Grant - City Engineer Broome will address this matter.

RECOGNITION OF CLINTON HIGH SCHOOL BASKETBALL TEAM AND SPECIAL COMMENDATION TO TEAM MEMBER JEROD WARD

Members of the Clinton High School Basketball Team, Managers and Coaches received a Certificate of Appreciation from the Mayor and Board of Aldermen in honor of the favorable recognition this team has brought to the City of Clinton through capturing the 5A South Championship and going to the State playoffs.

A special certificate of commendation was then given to team member Jerod Ward for the vast accomplishments and national recognition he has brought to the City of Clinton and the Clinton Public School District including being the only Mississippian to ever receive the Naismith National Player of the Year Award and one of only two Mississippians to ever receive the Regional Gatorade Player of the Year Award, in addition to many other favorable accomplishments including playing in the prestigious McDonald's All-American Game. Copy of commendation in its entirety is on file in the permanent records of the City of Clinton.

APPROVAL OF CONSENT AGENDA ITEMS A-V:

MOTION made by Alderman Fisher and **SECONDED** by Alderman Ferrell to approve Consent Agenda Items A-V as listed on page 471 of this Minute Book W, noting that Consent Agenda Item C will serve to advertise favorably the opportunities, possibilities, and resources of the City of Clinton. Quotes listed in items D, O, and Q are on file in the Office of the City Clerk. **MOTION CARRIED UNANIMOUSLY.**

**LIGHTING AND FENCING BIDS FOR TRACEWAY PARK REHABILITATION PROJECTS
AWARDED TO LOW BIDDERS**

Acting upon the recommendation of Parks & Recreation Director Carroll Arledge to accept the low bid of Keyes Electric in the amount of \$40,395.00 for lighting rehabilitation in Traceway Park, and the low bid of Security Fencing in the amount of \$24,100.00 for fencing rehabilitation in Traceway Park noting that \$8,350.00 of the fencing bid will be paid by the Clinton Soccer Association leaving the City's portion of the fencing bid at \$15,750.00, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Lott to approve bids on lighting and fencing as recommended by the Parks & Recreation Director. **MOTION CARRIED UNANIMOUSLY.** Proofs of publication that bids were properly advertised may be found on pages 473-474 of this Minute Book W. Certified bid tabulations may be found on pages 475-476 of this Minute Book W with actual bids on file in the Office of the City Clerk.

**APPROVAL TO ENTER AGREEMENT WITH SCS FOR EMERGENCY PROJECT AT
SOUTHEAST LAGOON**

Acting upon the recommendation of City Engineer Broome to approve the agreement with the Soil Conservation Service to correct the emergency erosion problem at the Southeast Lagoon noting that SCS has agreed to pay 90% of the construction costs with the City paying 10% construction costs estimated at \$22,500 plus engineering and inspection costs, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Lott to enter said agreement with the SCS and to begin as soon as possible to rectify the emergency situation at the Southeast Lagoon. **MOTION CARRIED UNANIMOUSLY.** Copy of said agreement may be found on pages 477-482 of this Minute Book W.

**AUTHORIZATION TO SEEK ENGINEER PROPOSALS FOR PROFESSIONAL DESIGN
FOR FAUS/STP PROJECT LIST**

Acting upon the request of City Engineer Broome to seek engineering proposals interested in bidding on the FAUS/STP Project List including signal upgrades at Monroe and Leake Streets, Monroe and Cynthia Streets, Post Road and Lakeview Drive; and geometric upgrades at Northside Drive and Pinehaven Road, and Lakeview Drive and Clinton Blvd., **MOTION** made by Alderman Ferrell and **SECONDED** by Alderman Todd to seek engineering proposals from engineers desiring to submit their qualifications and experience to be the design professional for this FAUS/STP Project List and any modifications to said list. **MOTION CARRIED UNANIMOUSLY.** City Engineer Broome stated that although the geometric upgrade at Northside and Pinehaven at present does not call for signalization, the Board should seriously consider adding signalization before the new High School is constructed in said area.

PURCHASE OF EMERGENCY SAFETY EQUIPMENT AUTHORIZED

MOTION made by Alderman Brabham and **SECONDED** by Alderman Touchton to purchase the emergency safety equipment from M-Tech (low quote) as shown on quotes found on pages 483-486 of this Minute Book W for the safety equipment needed in the public works and engineering departments which includes equipment and training at a total cost of \$7,784.50. **MOTION CARRIED UNANIMOUSLY.**

FLOW METER LEASE EXTENDED ADDITIONAL 60 DAYS

City Engineer Broome requested the Board to extend that lease for flow meters originally granted on March 1, 1994, as found on pages 391 of this Minute Book W for an additional 60 days not to exceed an additional \$15,000.00. **MOTION** made by Alderman Ferrell and **SECONDED** by Alderman Touchton to extend lease of said meters not to exceed an additional 60 days or \$15,000.00. **MOTION CARRIED UNANIMOUSLY.**

GENERAL SERVICES AGREEMENTS WITH VARIOUS ENGINEERING FIRMS

MOTION made by Alderman Todd and SECONDED by Alderman DePriest to approve those General Services Agreements between the City of Clinton and Williford, Gearhart & Knight as found on pages 487-494 of this Minute Book W; and between the City of Clinton and Alford Engineering as found on pages 495-500 of this Minute Book W to perform certain professional engineering and land surveying services from time to time at the hourly rates specified in each contract. MOTION was further made and seconded to delay action on that General Services Agreement between the City of Clinton and Neel-Schaeffer, Inc., to provide professional engineering services by individual delivery orders until such time Neel-Schaeffer converted their fees to an hourly basis for comparison purposes with the other engineering contracts. MOTION CARRIED UNANIMOUSLY.

It was further discussed that the City should have one standardized General Services Agreement including the limit amounts of General Liability and Professional Liability the City would like to require of contractors. City Attorney Dreher and Alderman Ben Todd are to draft proposal of agreement and bring written recommendation to the next work session and board meeting for consideration.

BID AUTHORIZATION FOR SIGN MATERIALS

MOTION made by Alderman Touchton and SECONDED by Alderman Fisher to authorize advertisement of bids as soon as practical for sign materials funded by the Governor's Highway Safety Program Grant. MOTION CARRIED UNANIMOUSLY.

REPLACEMENT OF SPANISH OAKS SUBDIVISION ENTRANCE SIGN AUTHORIZED

Noting in the Springridge Widening Project construction plan that the City was to remove the Spanish Oaks Subdivision entrance sign, and store said sign and keep it in a condition to re-install said sign after the completion of the Springridge Road Widening Project, and noting that said sign has been mis-placed and quotes to replace sign have ranged from \$400-500.00, MOTION made by Alderman DePriest and SECONDED by Alderman Brabham to work with the Homeowners Association in Spanish Oaks to acquire a new homeowners subdivision sign with the City's contribution not to exceed \$475.00, and that if in procuring said sign, the sign should cost more than \$500.00 the remainder of the cost will be the responsibility of the Homeowners Association. MOTION CARRIED UNANIMOUSLY.

PUBLIC WORKS DEPARTMENT TO CONSTRUCT DOG PEN FOR DRUG DOG

The Public Works Department was instructed to construct a dog pin behind the police department for the drug dog as soon as possible. Funding for said material to be taken from Drug Seizure money.

NATIONAL DAY OF PRAYER TO BE OBSERVED MAY 5, 1994

All interested citizens were encouraged to gather in front of City Hall on Thursday, May 5, 1994, and attend the National Day of Prayer ceremony from 12:20 - 12:40 p.m. to pray for our country.

ATTACHE CHOIR AND VARIOUS PERSONS WHO ASSISTED WITH THE BRICK STREETS FESTIVAL WEEKEND COMMENDED

Alderman Brabham stated that Attache Choir had brought favorable publicity to the City of Clinton winning the National Showstoppers Invitational Competition at Disneyland; and expressed gratitude to the City employees who put forth extra effort to make the community-wide Brick Streets Festival/Civil War Re-enactment a success.

ADJOURNMENT - 8:22 P.M.

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

Copy of Agenda may be found on Pages 471-472 of this Minute Book W.

APPROVED: Rosemary Aultman April 27, 1994
Rosemary Aultman, Mayor Date

ATTEST: Nelson Byrd April 27, 1994
Nelson Byrd, City Clerk Date

SEAL

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

PASTE PROOF HERE

The City of Clinton Parks and Recreation Department is accepting sealed bids for rehabilitation of lighting in Traceway Park, on baseball fields #1 and #2. Specifications may be picked up at the Parks and Recreation Office or call 924-6082. Sealed bids can be mailed to the office of the City Clerk, P.O. Box 156 or taken to City Hall. Bids will be accepted until 10:00 A.M. on Thursday April 7 and opened immediately thereafter in the office of the City Clerk. The City of Clinton reserves the right to reject any or all bids.
Carroll Arledge, Director
Parks and Recreation
Nelson Blvd, City Clerk
City of Clinton
March 9, 16, 1994

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

Tim Lee,

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

Date March 9, 19 94

Date March 16, 19 94

Date _____, 19 _____

Date _____, 19 _____

Date _____, 19 _____

Number of Lines/Words 24/113

Published 2 Times

Total \$ 15.69

Signed Tim Lee

Authorized Clerk
of The Clarion-Ledger

SWORN to and subscribed before me the 16th day of March,
19 94.

My Commission Expires:

Marie Mills
Notary Public

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

(SEAL)

BID TABULATION FORM

WEATHERFORD/MCDADE, LTD.
PLANNING CONSULTANTS * LANDSCAPE ARCHITECTS
1662 LELIA DRIVE
JACKSON, MISSISSIPPI 39216

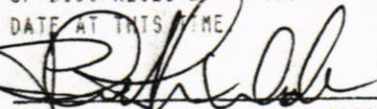
PROJECT: Traceway Park
Rehabilitation of Lighting
Baseball Fields #1 & #2

PROJECT#: 94107
FILE: 94107L

BID DATE & TIME: 4/07/93, 10:00 AM
LOCATION: City Hall, Clinton, MS
Office of City Clerk

BIDDER	BASE BID	TIME
KEYES ELEC LAUREL, MS CERT. OF RESP. #: 7222 RECVD ADDEN. #182 (X)	\$40395.00	6 WEEKS
FOUNTAIN ELEC JACKSON, MS CERT. OF RESP. #: 1484 RECVD ADDEN. #182 (X)	\$50375.00	75 CALENDAR DAYS
B & B LIGHTING JACKSON, MS CERT. OF RESP. #: 06767 RECVD ADDEN #182 (X)	\$52750.00	6 WEEKS

I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE SUMMARY
OF BIDS RECEIVED ON THE ABOVE REFERENCED PROJECT ON THIS
DATE AT THIS TIME



PHILLIP L. MC DADE, VICE PRESIDENT

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

PASTE PROOF HERE



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 March 9, 1994

Date March 16, 1994

Date _____, 19____

Date _____, 19____

Date _____, 19____

Number of Lines/Words 24/113

Published 2 Times

Total \$ 15.69

Signed *Tim Lee*

Authorized Clerk
of The Clarion-Ledger

SWORN to and subscribed before me the 16th day of March,
1994.

My Commission Expires:

Marie Mills
Notary Public

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: Nov. 2, 1996
BONDED THRU NOTARY PUBLIC UNDERWRITERS

(SEAL)

BID TABULATION FORM

WEATHERFORD/MCDADE, LTD.
PLANNING CONSULTANTS * LANDSCAPE ARCHITECTS
1662 LELIA DRIVE
JACKSON, MISSISSIPPI 39216

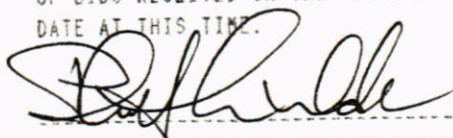
PROJECT: REHABILITATION OF FENCING
TRACEWAY PARK

94107
94107F.BID

BID DATE & TIME: 4/07/94, 10:00 AM
LOCATION: OFFICE OF CITY CLERK, CITY HALL
CLINTON, MS

BIDDER	SOFTBALL FIELDS		BASE BID		A.=6' FENCE B.=5' FENCE		SOCCER FIELDS
	BASE BID FIELD 1	ALT 1	BASE BID FIELD 2	ALT 2	ALT 2-1		
PAT CALHOUN JACKSON, MS LESS THAN \$50,000 STMT ON ENV. (X) TIME REQUIRED RECVD ADDEN.#1 (X)	9280	8850	8920	8530	A.1950 B.1750		9,400.
JEFFCOAT FENCE CO PEARL, MS LESS THAN \$50,000 STMENT ON ENV. (X) TIME REQUIRED RECVD ADDEN.#1 (X)	12680	12161	12160	11,641	A.15,280 B.14,780.		16,360.
	3 WKS	3 WKS		-----2 WKS-----			1 WK
A & T FENCE CO JACKSON, MS LESS THAN \$50,000 STMENT ON ENV. (X) TIME REQUIRED RECVD ADDEN.#1 (X)	8292	7796	7827	7363	A.9088 B.8911		10,123
							-----ALL WORK 6 WEEKS-----
SECURITY FENCE CO JACKSON, MS LESS THAN \$50,000 STMENT ON ENV (X) TIME REQUIRED RECVD ADDEN.#1 (X)	7875	7600	7875	7600	A.10576 B.10375		8,350
	4 DAYS	4 DAYS	4 DAYS	4 DAYS	5 DAYS EA		9 DAYS TOTAL

I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE SUMMARY
OF BIDS RECEIVED ON THE ABOVE REFERENCED PROJECT ON THIS
DATE AT THIS TIME.



PHILLIP L. MC DADE, VICE PRESIDENT

STATE: MISSISSIPPI

EWP PROJECT: S.E.W.W. Treatment Facility

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

PROJECT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 19____, by and between the City of Clinton called the Sponsor; and the Soil Conservation Service, United States Department of Agriculture, called SCS.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216, Public Law 81-516, and Section 403 of Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, and the Sponsor and SCS agree to emergency protection measures;

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and SCS do hereby agree as follows:

- A. It is agreed that the following described work is to be performed at an estimated cost of \$225,000.00.

Installation of channel bank stabalization measures on the S.E.W.W. Treatment Facility.

- B. The Sponsor will:

1. Provide 10 percent of the actual cost of constructing the emergency protection measures described in Section A. This cost to the Sponsors is estimated to be \$22,500.00.
2. Furnish 100 percent of the survey, design and inspection which will be an in-kind contribution. The value of the in-kind contribution will be no greater than 15 percent of the actual construction cost.
3. Accept all financial and other responsibility for excess costs resulting from their failure to obtain or their delay in obtaining adequate land and water rights, permits, and licenses needed for the emergency protection measures described in Section A.
4. Designate an individual to serve as liasion between the Sponsor and the SCS, listing his or her duties, responsibilities, and authorities. Furnish this information in writing to the State Administrative Officer.

5. Make payment to the Service upon receipt of billings as outlined in Paragraph C.5. Payments must be received within 30 calendar days from the date of billing. Payments received after the due date will be considered late payments. For such late payments, interest will accrue on the unpaid amount at a percentage rate based on the current value of funds to the U. S. Treasury for each 30-day period or portion thereof that payment is delayed. Payments made by wire will be accepted and credited on the date received.
6. If applicable, complete the attached "Clean Air and Water Certification" and comply with the attached "Clean Air and Water Clause."
7. "Upon completion of the emergency protection measures and elimination of the threat, take necessary action to bring the measures up to reasonable standards by other means and/or authority. Unless the measures are brought up to reasonable standards this project will not be eligible for future funding under the EWP Program."
- 8.. "Upon acceptance of work from the contractor, assume responsibility for operation and maintenance of the emergency measures."

C. SCS WILL:

1. Provide 90 percent of the actual construction cost of the emergency protection measures described in Section A. This cost to SCS is estimated to be \$202,500.00.
2. Contract for the emergency protection measures described in Section A in accordance with Federal contracting procedures.
3. Provide authorized technical services and assistance in obtaining basic information under section B2.
4. Arrange for and conduct final inspection of the completed emergency protection measures with the Sponsor to determine whether all work has been performed in accordance with the contractual requirements. Accept work from contractor and notify the Sponsor of acceptance.
5. Bill the Sponsor monthly for 10 percent of the work described in A.
6. Review and approve the final drawings and specifications for the work described in Section A.

D. It is mutually agreed that:

1. No member of or delegate to Congress or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
2. The furnishing of financial and other assistance by SCS is contingent on the availability of funds appropriated by Congress from which payment may be made and shall not obligate SCS upon failure of the Congress to so appropriate.
3. SCS may terminate this agreement in whole or in part when it is determined by SCS that the Sponsors have failed to comply with any of the conditions of this agreement. SCS shall promptly notify the Sponsor in writing of the determination, reasons for the termination, together with the effective date. Payments made by or recoveries made by SCS under this termination shall be in accord with the legal rights and liabilities of SCS and the Sponsor.
4. This agreement may be temporarily suspended by SCS if it determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, SCS may suspend this agreement when it is evident that a termination is pending.
5. Activities conducted under this agreement will be in compliance with the nondiscrimination provisions as contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259 and other nondiscrimination statutes, namely Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and in accordance with regulations of the Secretary of Agriculture (7CFR-15, Subparts A and B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof).

Page 4 of 4

City of Clinton

By: Rosemary Aultman
Title: Mayor
Date: 4/20/94

This action is authorized at
an official meeting of the
Mayor & Bd. of Ald.
on 19 day of April
19 94, at Clinton, MS
State of Mississippi.

Nelson Byrd
(signature)
City Clerk
(title)

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

By: _____
Title: _____
Date: _____

CLEAN AIR AND WATER CERTIFICATION

(Applicable if this agreement exceeds \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The project sponsoring organization(s) signatory to this agreement certifies as follows:

- (a) Any facility to be utilized in the performance of this proposed agreement is _____, is not ☒, listed on the Environmental Protection Agency List of Violating Facilities.
- (b) He will promptly notify the State Administrative Officer prior to the signing of this agreement by the Service, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- (c) He will include substantially this certification, including this subparagraph (c), in every nonexempt subagreement.

Clean Air and Water Clause

(Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)

A. The project sponsoring organization(s) signatory to this agreement agrees as follows:

- (1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by the Service.

- (5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an air or water pollution control agency in accordance with the Air Act or Water Act and regulations issued pursuant thereto.
- (6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned, leased, or supervised by a sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, determines that independent facilities are co-located in one geographical area.

APR-19-94 TUE 14:08 MTECH

10

SAFETY AND CONFINED SPACE ENTRY TRAINING AND EQUIPMENT



April 19, 1994

City of Clinton
200 West Leake St.
Clinton, Miss. 39056

attn: Mr. Tim Rogers

RE: quotation 032994XF0283
March 29, 1994

Dear Mr. Rogers,

Please be advised that our quotation per number above for \$8,684.50 is available to the City of Clinton minus the municipal discount of \$900.00.

Therefore the safety equipment proposed net pricing would be \$7,784.50 fob Cleveland, Ohio.

Also included in the above price is equipment and confined space training in Clinton, Mississippi.

We appreciate this opportunity to quote on your safety equipment needs and hope to be favored with your order.

Sincerely,

Scott R. Merriman, C.E.O.

SRM/n
Enc.

S.V.S. CORPORATION D.B.A. M TECH COMPANY / 216-429-3114 / FAX 216-429-3147

TOLL FREE # 1-800-538-6822

Quotation



4567 East 71st Street
CLEVELAND, OHIO 44105
1 (216) 429-3114

Quote date: March 29, 1994

Your request no: VERBAL

Our quotation no: 032994XF0283

This quotation is valid only

from Mar. 29, 1994 to April 28, 1994

To: City of Clinton
200 West Leake St.
Clinton, Miss. 39056

ATTN: Tim Rogers

PHONE# 601-924-2239

FAX# 601-924-8532

Delivery date promised: Stk, subject to prior sale
Delivered via: BESTWAY
FOB: CLEVELAND
Terms: NET 10 days

Item	Description	Unit Count	Unit Price	Total Amount
1.	SF17028 Tripod with work winch	ea	\$ 871.00	
2.	SF16020 Three Way Fall Protection			
	with entry & retrieval	ea	3,181.00	
3.	SOL5012 Large Full Body Harness	ea	105.50	
4.	SA10000 CGM Meter with case, strap,			
	charger and calibration kit	ea	2,395.00	
5.	SOL5524 Ten Minute Escape Unit w/hard			
	case	ea	495.00	
6.	SOL9010 8" Gas Blower with 3 HP Briggs			
	& Stratton Engine	ea	763.00	
7.	SOL9025 8" x 15' Flexible Hose w/carrier	ea	246.00	
8.	SOL9030 8" x 25' Flexible Hose w/carrier	ea	341.00	
9.	SOL5602 12 ft. Aluminum Folding Ladder	ea	212.00	*

*The ladder must ship via common carrier (truck) which in itself may cost 75.00 for freight. The other merchandise can ship UPS.

Thank you for requesting a quotation from us. We are pleased to provide this quotation. We thank you for your past business and we look forward to serving you in the future.

Special notes:

Confined Space Safety product catalog enclosed with OSHA reg information.

Approval signature:

Ed Fitzgerald

Title:

Date:

March 30, 1994

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

PAGE #

SALES • RENTALS • SERVICE

City of Clinton
Tim Rogers, Asst. Director of Public Works
P.O. Box 156
Clinton, MS 39060

Dear Tim,

I wanted to give you a little info along with these quotes.

- 1) 7 foot tripod w/ a ~~personnel~~ material winch
- 2) Three-way rescue + recovery winch for personnel
- 3)
- 4) 4 gas gas detector (OSHA required) - AIM Model 501
includes: internal aspirator pump, 110V AC/60Hz, tool kit,
sensor removal tool, operators manual, shoulder/waist
strap, calibration hood, calibration gas, regulator, 16 feet
of tubing with hose barb filter, 6 extra filters, carrying
case
- 5) North Unit model 850
- 6) 8" air blower, 3 H.P. Briggs + Stratton - California Turbo
- 7)
- 8)
- 9) Duo Safety Corp. model 585-A

If you have any questions about the equipment, please call me.

Sincerely,
Scott Moulis

City of Clinton

Mississippi

Department of Public Works

W. Harold Alderman
Director

Richard L. Brooks, P.E.
City Engineer

April 12, 1994

Mr. Scott D. Madison
Naylor Supply Company
P. O. Box 4919
Pasadena, TX 77502-4919

Dear Mr. Madison:

The City of Clinton is seeking price quotes on the following Confined Space Entry Safety Equipment: Please quote each item separately.

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE
1.	Adjustable Tripod with work winch	1	890.00
2.	Three-way fall protection with entry and retrieval winch	1	2800.00 ✓
3.	Large full body harness	1	85.00 ✓
4.	Broad range gas monitor with strap, case, charger & calibration kit	1	2945.00
5.	Ten minute escape air unit with hard case	1	509.00
6.	8" gas blower with 3HP Briggs & Stratton engine	1	575.00 ✓
7.	8" x 25' flexible hose with carrier	1	192.00 ✓
8.	8" x 25' flexible hose with carrier	1	192.00 ✓
9.	12' aluminum folding ladder	1	183.00 ✓

All equipment should comply with OSHA's Standard 29 C.F.R. 1910.146 on Confined Space Entry and Rescue.

Sincerely,

Tim S. Rogers
Timothy S. Rogers
Assistant Director of Public Works

\$ 8,371.00

cc Gearhart
Jug 4-26-94
PW

file

GENERAL SERVICES AGREEMENT
by and between
CITY OF CLINTON
and
WILLIFORD, GEARHART & KNIGHT, INC.

RECEIVED

FEB 23 1994

CITY OF CLINTON
DEPT. OF PUBLIC WORKS

This is an Agreement made this the 20 day of ^{April}~~March~~, 1994, by and between the City of Clinton, Post Office Box 156, Clinton, Mississippi 39060 (Owner) and Williford, Gearhart & Knight, Inc., Engineers & Surveyors, Post Office Box 318, Clinton, Mississippi 39056 (Engineer).

The Owner hereby employs the Engineer to perform certain professional engineering and land surveying services as may be identified from time to time, to serve as the Owner's professional representative on the services as may be authorized and to provide professional engineering consultation as may be required. The Engineer agrees to provide the professional services authorized by the Owner and the Owner agrees to compensate the engineer for the professional services rendered.

The Owner and Engineer further agree that the purpose of this Agreement is to authorize certain general professional engineering and land surveying services for which the scope of work is limited or not readily definable. In addition, the Owner and Engineer agree that for any professional services for which the scope of work is readily definable, that a separate agreement shall be prepared to authorize that work, and such services shall be performed consistent with the terms and conditions of performance inconsistent with this agreement in which case the terms and conditions of the separate agreement shall control. Finally, the Owner and Engineer hereby agree to the following provisions:

SECTION 1 - ENGINEER'S RESPONSIBILITIES

- 1.1 The Engineer shall perform the necessary professional services in a timely manner so as not to delay the initiatives of the Owner;
- 1.2 The Engineer shall consult with the Owner to establish the Owner's requirements for the professional services identified by the Owner;
- 1.3 The Engineer shall advise the Owner regarding the need for the Owner to provide or secure certain other special services or consultants as may be needed to fulfill the requirements identified by the Owner, and to assist the Owner in securing such special services;
- 1.4 The Engineer shall furnish the professional services required by the Owner for such endeavors including the provision of evaluations, comparative analyses of potential alternatives, reports of the findings and recommendations, land surveys, planning reports, design engineering, construction engineering, opinions of probable construction cost, project budgetary information and any other

**GENERAL SERVICES AGREEMENT
CITY OF CLINTON - WGK
PAGE 2**

professional services deemed appropriate by the Owner;

- 1.5 The Engineer shall prepare and provide to the Owner at least three copies of any evaluation, analysis, report, survey, design or construction engineering document, opinion of cost or any other deliverable resulting from the services provided by the Engineer; and
- 1.6 The Engineer shall provide the general services relative to this Agreement in accordance with the general scope of services that may be prepared from time to time for various initiatives, which shall be and become attached to and made a part of this Agreement.

SECTION 2 - OWNER'S RESPONSIBILITIES

- 2.1 The Owner shall provide the necessary support and assistance in a timely manner so as not to delay the services of the Engineer;
- 2.2 The Owner shall provide all criteria and full information as to Owner's requirements for the professional services required and designate in writing a person with authority to act on the Owner's behalf on all matters concerning the work effort;
- 2.3 The Owner shall furnish to Engineer all existing studies, reports and other available data pertinent to the work, obtain or authorize Engineer to obtain or provide additional reports and data as required, and furnish to Engineer services of others required for the performance of Engineer's services hereunder, and Engineer shall be entitled to use and rely upon all such information and services provided by Owner or others in performing Engineer's services under this Agreement;
- 2.4 The Owner shall arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services hereunder; and
- 2.5 The Owner shall bear all costs incident to compliance with the requirements of this Section.

SECTION 3 - PERIOD OF SERVICE

- 3.1 The general services authorized by this Agreement shall be performed in accordance with this Agreement during calendar years 1994 and 1995;

**GENERAL SERVICES AGREEMENT
CITY OF CLINTON - WGK
PAGE 3**

- 3.2 The general services performed after calendar year 1994, shall be provided in accordance with an amendment to this Agreement setting forth such new conditions, responsibilities, duties and hourly rates as may be mutually agreed upon between the Owner and Engineer; and
- 3.3 The general services for the work authorized by this Agreement shall be considered complete upon the acceptance of the work product by Owner or upon the passage of thirty days after the date the deliverable is submitted to the Owner, whichever date is earlier.

SECTION 4 - COMPENSATION TO THE ENGINEER

- 4.1 The Engineer shall provide the general services authorized herein on an hourly basis in accordance with the standard hourly billing rates of the Engineer, a copy of which is attached hereto for calendar years 1994;
- 4.2 The Engineer shall notify the Owner of the standard hourly billing rates that shall apply to the services rendered under this Agreement no less than annually after calendar year 1994;
- 4.3 The Owner shall compensate the Engineer for the general services authorized by this Agreement in accordance with the hourly rates, plus direct reimbursable expenses including printing, postage, travel, subsistence and the like;
- 4.4 The Engineer shall submit monthly invoices for the general services rendered in accordance with the hourly rates, and shall invoice for the direct expenses incurred at cost;
- 4.5 The Owner shall make prompt monthly payments to the Engineer for the services rendered;
- 4.6 The Engineer's general services and hourly rates are provided on the basis of prompt payment by the Owner of invoices rendered and continuous progress on the work by the Engineer until submission of the work product;
- 4.7 If the Owner fails to make any payment due the Engineer for services and expenses within thirty days after receipt of Engineer's statement therefor, the amounts due Engineer will be increased at the rate of 1% per month from said thirtieth day, and in addition, Engineer may, after giving seven day's written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses and charges.

**GENERAL SERVICES AGREEMENT
CITY OF CLINTON - WGK
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SECTION 5 - COST CONTROL

- 5.1 The Owner's budgetary requirements and considerations with respect to the work effort shall be established by mutual agreement between the Owner and Engineer; and
- 5.2 Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by Engineer hereunder will be made on the basis of Engineer's experience and qualifications, and represent Engineer's best judgment as an experienced and qualified design professional. It is recognized, however, the Engineer does not have control over the cost of labor, material, equipment, or services furnished by others, or over market conditions or contractors' methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed on the basis of the work authorized herein must of necessity be speculative until completion of its detailed design. Accordingly, Engineer does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by Engineer to Owner hereunder.

SECTION 6 - GENERAL CONSIDERATIONS

- 6.1 Ownership of Documents: All Plans, Specifications, Contract Documents and other work product of the Engineer for this Project are instruments of services for this Project only, and shall remain the property of the Engineer whether the Project is completed or not. Re-use of any 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 attorneys' fees arising out of such unauthorized re-use of the Engineer's instruments of service by the **Owner or by others acting through the Owner**. Any re-use or adaption of the Engineer's instruments of service occurring after the written agreement of the Engineer shall entitle the Engineer to further compensation in amount to be agreed upon by the Owner and Engineer.
- 6.2 Delegation of Duties: Neither the Owner nor the Engineer shall assign, sublet or transfer any rights under or interest in, including, but without limitation, moneys that are due, this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will

**GENERAL SERVICES AGREEMENT
CITY OF CLINTON - WGK
PAGE 5**

release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Engineer from employing such independent professional associates and consultants as Engineer may deem appropriate to assist in the performance of services hereunder.

- 6.3 Termination: This agreement may be terminated by either party by seven (7) 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 for failure of the Owner to perform, the Engineer shall be paid for service 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 a reasonable fee to be mutually agreed upon at the appropriate time by both parties to account for Engineer's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.
- 6.4 Extent of Agreement: This Agreement, together with such amendments which may be executed from time to time, 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 Laws: Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the State of Mississippi.
- 6.6 Litigation: Should litigation 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.
- 6.7 Performance: 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.
- 6.8 Validity: In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be and remain 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.

**GENERAL SERVICES AGREEMENT
CITY OF CLINTON - WGK
PAGE 6**

- 6.9 Safety: The Engineer has not been retained or compensated to provide design and 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 limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- 6.10 Practices: The Engineer intends to render the 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.
- 6.11 Benefits: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Engineer, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer, and not for the benefit of any other party.
- 6.12 Binding: Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer, and to the extent permitted herein, the assigns of Owner and Engineer, are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives, and said assigns, of such other party, in respect of all covenants, agreements and obligations of the Agreement.

SECTION 7 - SPECIAL PROVISIONS

- 7.1 Engineer's Insurance: The Engineer shall acquire and/or maintain statutory workmen's compensation insurance coverage, errors and omissions, employer's liability and general liability insurance coverage, for the life of this Agreement.
- 7.2 Any construction contract for a project as a result of the Engineer's design shall contain the following provision:

The Bidder is skilled and experienced in the use and interpretation of plans and specifications. He has carefully reviewed the plans and specifications for this project and has found them to be free of ambiguities and sufficient for bid purposes. Further, he has carefully examined the site of the work and, from his own observations, has satisfied himself as to the nature and location of the work; the character, quality and quantity of materials; the difficulties likely to be encountered; and other items which may affect the performance of the work. He has based his bid solely on these documents and observations and has not relied in any way on any explanation or interpretation, oral or written, from any other

**GENERAL SERVICES AGREEMENT
CITY OF CLINTON - WGK
PAGE 7**

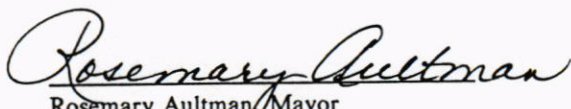
source. Therefore, the Bidder agrees to limit the liability of the Engineer and the owner for negligence, errors or omissions of the Engineer to a total aggregate sum of \$50,000.

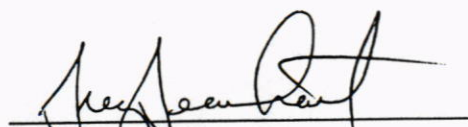
SECTION 8 - EXECUTION

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

CITY OF CLINTON, MISSISSIPPI

WILLIFORD, GEARHART & KNIGHT, INC.


Rosemary Aultman, Mayor
City of Clinton


Gregory A. Gearhart, P.E.
Principal

ATTEST:


Nelson Byrd
City Clerk

ATTEST:


Charleene Barnette
Administrative Assistant

**GENERAL SERVICES AGREEMENT
CITY OF CLINTON - WGK
PAGE 8**

**STANDARD HOURLY BILLING RATES
1994**

<u>Classification</u>	<u>Hourly Rate</u>
Principal/Project Manager	\$75
Project Engineer	65
Engineer	55
Engineering Assistant	45
Surveyor	45
Surveying Assistant	35
Designer	35
Technician	30
Computer Aided Design (CAD)	30
Administrative	25
Clerical	20
Construction Review	35
Survey Party	65

**GENERAL SERVICES AGREEMENT
BY AND BETWEEN
CITY OF CLINTON
AND
ALFORD ENGINEERING**

This is an Agreement made this 20 day of April, 1994, by and between the City of Clinton, Post Office Box 156, Clinton, Mississippi 39060 (OWNER) and Alford Engineering, Consulting Engineers, Post Office Box 16621, Jackson, Mississippi 39236 (ENGINEER).

The OWNER hereby employs the ENGINEER to perform certain professional engineering and land surveying services as may be identified from time to time, to serve as the OWNER'S professional representative on the services as may be authorized and to provide professional engineering consultation as may be required. The ENGINEER agrees to provide the professional services authorized by the OWNER, and OWNER agrees to compensate the ENGINEER for the professional services rendered.

The OWNER and ENGINEER further agree that the purpose of this Agreement is to authorize certain general professional engineering and land surveying services for which the scope of work is limited or not readily definable. In addition, the OWNER and ENGINEER agree that for any professional services for which the scope of work is readily definable, that a separate agreement shall be prepared to authorize that work, and such services shall be performed consistent with the terms and conditions of performance inconsistent with this Agreement in which case the terms and conditions of the separate agreement shall control. The OWNER and ENGINEER hereby agree to the following provisions:

I. ENGINEER'S RESPONSIBILITIES

- 1.1 The ENGINEER shall perform the necessary professional services in a timely manner so as not to delay the initiatives of the OWNER;
- 1.2 The ENGINEER shall consult with the OWNER to establish the OWNER'S requirements for the professional services identified by the OWNER;
- 1.3 The ENGINEER shall consult with the OWNER regarding the need for the OWNER to provide or secure certain other special services or consultants as may be needed to fulfill the requirements identified by the OWNER, and assist the OWNER in securing such special services;
- 1.4 The ENGINEER shall furnish the professional services required by the OWNER for such endeavors including the provision of evaluations, comparative analyses of potential alternatives, reports of the findings and recommendations, land surveys, planning reports, design engineering, construction engineering, opinions of probable construction cost, project budgetary information and any other professional services deemed appropriate by the OWNER;
- 1.5 The ENGINEER shall prepare and provide to the OWNER at least three copies of any evaluation, analysis, report, survey, design or construction engineering document, opinion of cost or any other deliverable resulting from the services provided by the ENGINEER; and

- 1.6 The ENGINEER shall provide the general services relative to this Agreement in accordance with the general scope of services that may be prepared from time to time for various initiatives, which shall be and become attached to and made a part of this Agreement.

2. OWNERS'S RESPONSIBILITIES

- 2.1 The OWNER shall provide the necessary support and assistance in a timely manner so as not to delay the services of the ENGINEER;
- 2.2 The OWNER shall provide all criteria and full information as to OWNER'S requirements for the professional services required and designate in writing a person with authority to act on the OWNER'S behalf on all matters concerning the work effort;
- 2.3 The OWNER shall furnish to ENGINEER all existing studies, reports and other available data pertinent to the work, obtain or authorize ENGINEER to obtain or provide additional reports and data as required, and furnish to ENGINEER services of others required for the performance of ENGINEER'S services hereunder, and ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER'S services under this agreement;
- 2.4 The OWNER shall arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services hereunder; and
- 2.5 The OWNER shall bear all costs incident to compliance with the requirements of this Section.

3. PERIOD OF SERVICE

- 3.1 The general services authorized by this Agreement shall be preformed in accordance with this Agreement during calendar year 1994;
- 3.2 The general services performed after calendar year 1994 shall be provided in accordance with an amendment to this Agreement setting forth such new conditions, responsibilities, duties and hourly rates as may be mutually agreed upon between the OWNER and ENGINEER; and
- 3.3 The general services for the work authorized by this Agreement shall be considered complete upon the acceptance of the work product by OWNER or upon the passage of thirty (30) days after the date the deliverable is submitted to the OWNER, whichever date is earlier.

4. COMPENSATION TO THE ENGINEER

- 4.1 The ENGINEER shall provide the general services authorized herein on an hourly basis in accordance with the standard hourly billing rates of the ENGINEER, a copy of which is attached hereto for calendar year 1994;
- 4.2 The ENGINEER shall notify the OWNER of the standard hourly billing rates that shall apply to the services rendered under this Agreement no less than annually after calendar year 1994;

- 4.3 The OWNER shall compensate the ENGINEER for the general services authorized by this Agreement in accordance with the hourly rates, plus direct reimbursable expenses including printing, postage, travel, subsistence and the like;
- 4.4 The ENGINEER shall submit monthly invoices for the general services rendered in accordance with the hourly rates, and shall invoice for the direct expenses incurred at cost;
- 4.5 The OWNER shall make prompt monthly payments to the ENGINEER for services rendered;
- 4.6 The ENGINEER'S general services and hourly rates are provided on the basis of prompt payment by the OWNER of invoices rendered and continuous progress on the work by the ENGINEER until submission of work product;
- 4.7 If the Owner fails to make any payment due the ENGINEER for services and expenses within thirty (30) days after receipt of ENGINEER'S statement, the amounts due ENGINEER will be increased at the rate of 1 % per month from said thirtieth (30th) day, and in addition, ENGINEER may, after giving seven (7) day's written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

5. COST CONTROL

- 5.1 The OWNER'S budgetary requirements and considerations with respect to each work effort shall be established by mutual agreement between the OWNER and ENGINEER; and
- 5.2 Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by ENGINEER hereunder will be made on the basis of ENGINEER'S experience and qualifications, and represent ENGINEER'S best judgment as an experienced and qualified design professional. It is recognized, however, the ENGINEER does not have control over the cost of labor, material, equipment, or services furnished by others, or over market conditions or contractors' methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed on the basis of the work authorized herein must of necessity be speculative until completion of its detailed design. Accordingly, ENGINEER does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by ENGINEER to OWNER hereunder.

6. GENERAL CONSIDERATIONS

- 6.1 All documents prepared or furnished by ENGINEER, and ENGINEER'S independent professional associates and consultants, pursuant to this Agreement are instruments of service and ENGINEER shall retain an ownership and property interest therein. OWNER may make and retain copies for information and interest therein. OWNER may make and retain copies for information and reference; however, such documents are not intended or represented to be suitable for reuse by OWNER or others. Any reuse without written verification of adaptation by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER or to ENGINEER'S independent professional associates and consultants, from all claims, damages, losses and expenses including attorneys' fees

arising out of or resulting therefrom. Any such verification of adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER;

- 6.2 The obligations to provide further services under this Agreement may be terminated by either party upon seven (7) 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 for failure of the Owner to perform, the ENGINEER shall be paid for all 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 a reasonable fee to be mutually agreed upon at the appropriate time by both parties to account for ENGINEER'S rescheduling adjustments, reassignment of personnel and related costs incurred due to termination;
- 6.3 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER, and to the extent permitted by paragraph 6.4, the assigns of OWNER and ENGINEER, are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives, and said assigns, of such other party, in respect of all covenants, agreements and obligations of the Agreement;
- 6.4 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in, including, but without limitation, moneys that are due, this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder;
- 6.5 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER, and not for the benefit of any other party;
- 6.6 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 excavations and any erection methods and temporary bracing.
- 6.7 This Agreement together with such amendments which shall be added from time to time constitutes the entire Agreement between OWNER and ENGINEER and supercedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

7. **SPECIAL PROVISIONS**

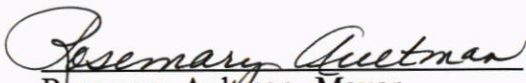
- 7.1 **ENGINEER'S Insurance:** The ENGINEER shall acquire and/or maintain statutory workmen's compensation insurance coverage, professional liability coverage for errors and omissions, employer's liability, and general liability insurance coverage for the life of this Agreement.

8. **EXECUTION**

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

CITY OF CLINTON, MISSISSIPPI

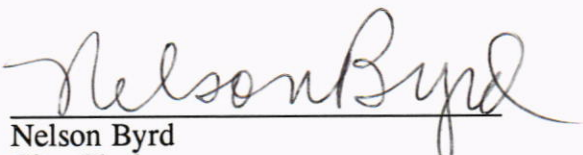
ALFORD ENGINEERING

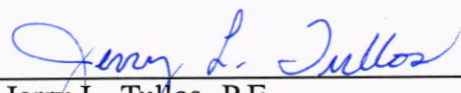

Rosemary Aulman, Mayor


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

ATTEST:

ATTEST:


Nelson Byrd
City Clerk


Jerry L. Tullos, P.E.

STANDARD HOURLY BILLING RATES

1994

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$70.00
Project Manager/ Engineer	60.00
Engineering Technician	32.00
Registered Surveyor	40.00
Designer/Draftsman	30.00
Computer Aided Design (CAD)	30.00
Clerical	25.00
Resident Project Representative	32.00
Survey Party	60.00