

BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON DECEMBER 21, 1993 AT 7:00 P.M. IN THE BOARD ROOM OF SAID CITY.

THOSE PRESENT	MAYOR JACK GAY
CITY ATTORNEY	THOMAS W TYNER
ALDERMEN	RAYMOND C BRANDLE W H CAMPBELL REUBEN CLEPPER BOBBY W RUNNELS LEROY SCOTT
OTHERS PRESENT	LEE TAYLOR CHIEF AUBRA EVANS CHIEF WAYNE MURPHY MIKE LUCY

THE MAYOR DECLARED A QUORUM PRESENT AND DECLARED THE CITY COUNCIL IN SESSION.

THE INVOCATION WAS OFFERED BY LEROY SCOTT

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, ALDERMAN BRANDLE MADE A MOTION THAT THE MINUTES OF DECEMBER 7, 1993 BE ACCEPTED AS WRITTEN. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY CALLED FOR PUBLIC COMMENT.

THEREUPON, LEE TAYLOR, COUNTY AGENT WITH THE FORREST COUNTY COOPERATIVE EXTENSION SERVICE, PRESENTED THE MAYOR AND BOARD OF ALDERMEN WITH COPIES OF THE HANDBOOK FOR MISSISSIPPI MUNICIPAL OFFICIALS WHICH WERE PREPARED BY THE CENTER FOR GOVERNMENTAL TECHNOLOGY AT MISSISSIPPI STATE UNIVERSITY.

WHEREAS, FIRE CHIEF AUBRA EVANS PRESENTED TWO WRITTEN QUOTATIONS FOR THE REPLACEMENT OF THE BAY DOOR AT FIRE HALL # 1.

SEE EXHIBIT "A"

OVERHEAD DOOR COMPANY OF HATTIESBURG 46 HATTEN ROAD HATTIESBURG, MS. 39401	\$650.00
UNDERWOOD DOOR COMPANY 25-A TEMPLE ROAD PETAL, MS. 39401	\$1,031.00

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO PURCHASE THE DOOR FOR THE BAY AT FIRE HALL #1 FROM OVERHEAD DOOR COMPANY OF HATTIESBURG AT A COST OF \$650.00 WHICH INCLUDES THE REMOVAL OF THE OLD DOOR AND THE INSTALLATION OF THE NEW DOOR. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, CHIEF EVANS PRESENTED A TRAVEL REQUEST TO SEND WESLEY HUGHES TO THE INTERNATIONAL ASSOCIATION OF ARSON INVESTIGATORS IN BILOXI, MS. MAY 1-6, 1994.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE WESLEY HUGHES TO ATTEND THE INTERNATIONAL ASSOCIATION OF ARSON INVESTIGATORS IN BILOXI, MAY 1-6, 1994. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT IN ORDER TO INITIATE THE APPLICATION PROCESS FOR THE 1994 FUNDING OF THE CDBG PROGRAM GRANTS THE CITY MUST SOLICIT QUALIFIED CONSULTANTS TO PREPARE THE GRANT APPLICATIONS.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR SEALED PROPOSALS FOR PROFESSIONAL SERVICES REQUIRED IN THE PLANNING AND IMPLEMENTATION OF THE 1994 CDBG PROJECTS AND ANY DIRECT HUD FUNDED PROGRAMS. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED ESTIMATE # 4 FOR MAPLES CONSTRUCTION COMPANY FOR IN THE AMOUNT OF \$63,272.60 THE MONTH ENDING DECEMBER 17, 1993.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO PAY MAPLES CONSTRUCTION COMPANY \$63,272.60. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF NOVEMBER, 1993.

WHEREAS, MAYOR GAY PRESENTED THE REVENUE AND EXPENDITURE REPORT FOR THE MONTH OF NOVEMBER, 1993.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ACCEPT THE REPORT. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDER HIRING MELLEEN MOORE AS A PART-TIME DEPUTY TAX COLLECTOR.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A PART-TIME DEPUTY TAX COLLECTOR.

WHEREAS, IT IS HEREBY ORDERED THAT MELLEEN MOORE BE HIRED AS PART-TIME DEPUTY TAX COLLECTOR EFFECTIVE 12-28-93 AT A RATE OF \$5.00 PER HOUR.

SO ORDERED ON THIS THE 21ST DAY OF DECEMBER, A.D., 1993.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN BRANDLE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE RENEWAL PREMIUM FOR THE CITY'S GENERAL LIABILITY, PUBLIC OFFICIALS ERROR & OMISSIONS, AUTO LIABILITY & LAW ENFORCEMENT LIABILITY FROM THE MISSISSIPPI MUNICIPAL LIABILITY POOL AND A QUOTATION FOR THE SAME COVERAGE FROM TITAN INSURANCE COMPANY.



WHEREAS, MAYOR GAY PRESENTED THE GENERAL AGREEMENT BETWEEN THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION AND THE CITY OF PETAL TO ALLOW THE CITY TO UTILIZE SPECIAL FEDERAL SURFACE TRANSPORTATION PROGRAM TRANSPORTATION ENHANCEMENT FUNDS (STP-TE) PROVIDED BY THE 1991 INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT (ISTEA) IN THE AMOUNT OF \$141,759.00.

SEE EXHIBIT "C"

GENERAL AGREEMENT (ISTEA)

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE FOREGOING GRANT AGREEMENT. ALDERMAN BRANDLE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY REQUESTED THE WISHES OF THE BOARD CONCERNING THE CONTRACT WITH WASTE MANAGEMENT OF MISSISSIPPI, INC.

THEREUPON, ALDERMAN CAMPBELL MADE A MOTION FINDING THAT THE CURE TO THE DEFECTS IN THEIR CONTRACT DISCUSSED AT THE PRIOR BOARD MEETING HAS BEEN EFFECTIVE. ALDERMAN BRANDLE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, CITY ATTORNEY, THOMAS W. TYNER, STATED THAT THE CITY HAS RECEIVED THE DECISION OF THE APPEALS REFEREE CONCERNING HOUSTON R HARTFIELD'S INITIAL CLAIM FOR BENEFITS UNDER THE MISSISSIPPI EMPLOYMENT SECURITY LAW. MR. TYNER STATED THAT THE DECISION WAS THAT MR. HARTFIELD IS ELIGIBLE FOR BENEFITS BASED ON THE FACT THAT THE CITY INITIATED THE SEPARATION OF THE CLAIMANT. MR. TYNER STATED THAT THE CITY'S APPEAL WAS BASED ON THE FACT THAT MR. HARTFIELD HAS BEEN UNDER A PHYSICIANS CARE AND UNABLE TO WORK, THEREFORE, HE SHOULD NOT BE ALLOWED TO DRAW BENEFITS AGAINST THE CITY.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO FILE AND APPEAL BEFORE THE BOARD OF REVIEW. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO ADJOURN.  
ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

THEREBEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE  
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS  
ADJOURNED ON THIS THE 21ST DAY OF DECEMBER, A.D, 1993.

  
-----  
JACK GAY  
MAYOR

(SEAL)

ATTEST:

  
PRISCILLA C. DANIEL  
CITY CLERK

EXHIBIT "A"



Overhead Door Company of Hattiesburg  
46 Hatten Road  
Hattiesburg, Mississippi 39402  
Telephone: (801) 268-1491  
1-800-530-7953

QUOTATION

Petal Fire Department  
102 Fairchild Drive  
Petal, MS

ATTN: Wesly

Repair existing door

(1) bottom section	\$ 285.00
(1) intermediate section	275.00
(4) hinges	48.00
Labor to change parts, Service and Adjust Door	150.00
Subtotal	\$ 758.00

Furnish and Install

(1) New door solid no glass price includes removing old door and rehooking up electric motor	Subtotal \$ 650.00
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Windows \$25.00 each

Prepared by: Keith Moore  
December 8, 1993

a distributor of Overhead Door Corporation products

Proposal

Underwood Door Co.  
25-A Temple Rd.  
Petal, MS 39465  
(601) 583-1521

Proposal Submitted To	Date
Petal Fire Department	12-08-93
Street	Phone
102 Fairchild Dr.	583-0991
City	State
Petal	MS
Job Location	Zip Code
same	39465
	Job Phone

We hereby submit specifications and estimates for:

1 - 12 x 12'4"	Subtotal:\$1031.00
	Tax:\$ 0.00
	Total:\$1031.00

1 - intermediate section	Subtotal:\$600.00
1 - bottom section	Tax:\$ 0.00
	Total:\$600.00

We propose hereby to furnish material and labor - complete  
in accordance with above specifications, for the sum of:

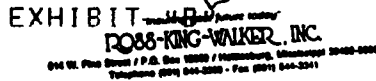
dollars (\$ )

Acceptance of Proposal - The above prices, specifications,  
and conditions are satisfactory and are hereby accepted.  
You are authorized to do the work as specified. Payment  
will be made upon completion of job.

Date of Acceptance:

Signature:

Signature:



INSURANCE PROPOSAL  
PREPARED FOR  
CITY OF PETAL, MISSISSIPPI

TOM WALKER  
OF  
ROSS-KING-WALKER, INC.  
HATTIESBURG, MS

DECEMBER 17, 1993

PUBLIC OFFICIALS GENERAL LIABILITY

<b>COVERAGES</b>		<b>LIMIT</b>
10/90 COMMERCIAL GENERAL LIABILITY: (OCCURRENCE FORM) UNLIMITED ANNUAL AGGREGATE		
LIMIT:		\$500,000 CSL
EXCLUDES MEDICAL PAYMENTS WITH OUT LIABILITY		
NO EMPLOYMENT RELATED P.I. CLAIMS		
FIRE LEGAL LIABILITY		\$500,000
WATER UTILITY		\$INCLUDED
FAILURE TO SUPPLY		\$EXCLUDED
DEDUCTIBLE PER CLAIMANT, BI, PD, PI INCLUDING EXPENSES		\$0
15/16 ERRORS OR OMISSIONS: PUBLIC OFFICIALS (CLAIMS MADE FORM) - UNLIMITED ANNUAL AGGREGATE		
LIMIT:		\$500,000
EMPLOYMENT RELATED COVERAGE		\$100,000
FAILURE TO SUPPLY		\$EXCLUDED
RETROACTIVE DATE		01/01/94
DEDUCTIBLE PER CLAIMANT INCLUDING EXPENSES		\$2,500.
20/21 LAW ENFORCEMENT LIABILITY: (CLAIMS MADE FORM) - UNLIMITED ANNUAL AGGREGATE		
LIMIT:		\$500,000
RETROACTIVE DATE		01/01/94
DEDUCTIBLE PER CLAIMANT, BI, PD, PI INCLUDING EXPENSES		\$2,500.
PUNITIVE DAMAGE EXCLUSION DELETED		NO
35 AUTOMOBILE LIABILITY	<b>SYMBOL/\$ OF UNITS</b>	
LIMIT: (INCL HIRED/NON-OWNED)	01/36	\$500,000 CSL
U.M./UNDERINSURED	02/00	\$500,000
DEDUCTIBLE PER ACCIDENT, BI, PD.		\$0
<b>TOTAL GROSS ANNUAL PREMIUM</b>		<b>\$48,500.00</b>

COVERAGES QUOTED WITH TITAN INDEMNITY COMPANY.

PETAL, CITY OF  
ATTENTION: CITY CLERK  
P. O. BOX 564  
PETAL, CITY OF, MS

39465

Premium Billing  
11/18/93  
PAGE: 1

CODE	DESCRIPTION	RATING	EXPOSURE	RATE	ANNUALIZED PREMIUM	PREMIUM
RS01000	POPULATION	7883		7.33	57,782.00	57,782.00
RS01015	UNINS WTR 01/90	36		125	4,500.00	4,500.00

TOTAL PREMIUM 62,282.00



EXHIBIT "C"

GENERAL AGREEMENT BETWEEN  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF PETAL

This AGREEMENT made by and between the MISSISSIPPI DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the MDOT) and the government entity of the City of Petal, Forrest County, Mississippi (hereinafter referred to as the APPLICANT) for the purpose of establishing the agreed conditions under which the APPLICANT may utilize special Federal Surface Transportation Program Transportation Enhancement Funds (STP-TE) provided by the 1991 Intermodal Surface Transportation Efficiency Act (ISTEA) to complete the proposed project as described below:

**PROJECT DESCRIPTION:** Beautification enhancement along three corridors and Pedestrian and Bicycle Facilities along four transportation routes (hereinafter referred to as the PROJECT).

WHEREAS, the STP-TE PROJECT was selected by the Transportation Commission for inclusion in the FY 1994 Statewide Transportation Improvement Program (STIP) and allocated a maximum of \$141,759.00 in Federal Funds for construction; and

WHEREAS, upon approval of the final PROJECT package (as described in Section 8 of the APPLICANT's part of this agreement) by all required State agencies, the MDOT will request Federal Highway Administration (hereinafter referred to as the FHWA) approval which will be the final authorization for contract award; and

WHEREAS, the PROJECT final authorization must be made no later than September 30, 1994, to be eligible for funding; and

WHEREAS, the STP-TE Funds must be matched with a maximum 80% Federal share and a minimum 20% State share; and

WHEREAS, the MDOT requires the APPLICANT to be responsible for the State 20% matching share and all Preliminary Engineering and Design Costs; and

WHEREAS, the APPLICANT proposes to complete the PROJECT utilizing STP-TE Funds provided by the 1991 ISTEA and subsequent acts as allocated by MDOT; and

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

NOW THEREFORE, it is mutually agreed that:

The APPLICANT will for the PROJECT:

SECTION 1. Prepare or compile information necessary for the initiation of the PROJECT and submit to the MDOT District Engineer. Advise the MDOT in the submittal if additional right-of-way will be required for the PROJECT. In the event work is to be accomplished by force account using APPLICANT forces and equipment, the APPLICANT will also furnish justification for accomplishing the work in that manner.

SECTION 2. Make necessary field surveys and prepare preliminary plans for initial review by the MDOT. After corrections, if necessary, furnish three (3) sets of corrected preliminary plans for a joint field inspection of the PROJECT with representatives of the MDOT, FHWA, APPLICANT, Department of Archives and History (if applicable) and the Consultant (if one has been retained by the APPLICANT for the preparation of the plans). The total cost for field surveys and preparation of plans will be borne by the APPLICANT.

SECTION 3. Prepare draft environmental document, conceptual relocation plan, preliminary plans and displays as appropriate, advise opportunity for, and conduct public hearings when required; coordinate with plans of other agencies; and all related preliminary requirements, the total cost of which is to be borne by the APPLICANT.

SECTION 4. Submit final environmental document to the MDOT with request for Categorical Exclusion determination, Finding of No Significant Impact (FONSI), or Record of Decision (ROD), by the MDOT and FHWA.

SECTION 5. Using APPLICANT forces or consultants, prepare right-of-way plans, maps and deeds; abstract titles; make right-of-way appraisals; make appraisal review; acquire all right-of-way as required for construction of each PROJECT; relocate or adjust utilities; enter into agreements for any railroad work required; prepare right-of-way stage relocation plan; provide relocation assistance to all families, farms or business enterprises, etc. that are required to relocate as a result of the PROJECT. Except in cases of acquisition of historical sites which have been determined by MDOT to be eligible, the total is to be

EXHIBIT "C"

borne by the APPLICANT.

SECTION 6. If right-of-way is required for the construction of a PROJECT, the APPLICANT shall acquire the necessary right-of-way in accordance with 49 CFR, Part 25 and the MDOT's standard operating procedures for right-of-way.

SECTION 7. Should the APPLICANT desire Federal-aid participation in construction engineering, methods and rates of compensation for construction engineering services performed will be established in the form of an agreement between the APPLICANT and MDOT with the approval of FHWA. Individual hourly time charges to the PROJECT for construction engineering work performed by each APPLICANT employee must be properly documented, and monthly statements of the charges must be furnished to the MDOT. Total construction engineering charges by both the APPLICANT and MDOT exceeding fifteen percent (15%) of the total construction costs are generally not eligible for Federal participation. However, it is anticipated that STP-TE projects may sometimes be exceptional; therefore, if the APPLICANT anticipates that construction engineering may exceed 15% then the APPLICANT must request an exception in advance of PROJECT authorization. All non-participating charges will be borne by the APPLICANT.

SECTION 8. PROJECT Package. Furnish three (3) sets of review plans and three (3) draft copies of the specifications and proposal documents to the MDOT District Office for review by employees or designated representative of the APPLICANT, MDOT, FHWA, Department of Archives and History (if applicable) and Consultant (if one has been retained by the APPLICANT). After corrections, if necessary, furnish to the MDOT three (3) copies of each of the following:

1. Agreement between the APPLICANT and MDOT;
2. Agreement between the APPLICANT and the Railroad Company (if a railroad is involved);
3. Agreement between the APPLICANT and the owner(s) of the property where the PROJECT is located;
4. Agreement between the APPLICANT and the Consultant for construction engineering, if employed;
5. Utility Agreement, if required;
6. Construction Cost Estimate;
7. Right-of-Way and Utility Certification;

- 3 -

8. Construction Plans;
9. Specifications and Contract Documents;

The total costs of these to be borne by the APPLICANT.

SECTION 9. Upon notification of authority to advertise for receipt of bids, proceed with the advertisement, receipt of bids, and opening of bids in accordance with the MDOT and FHWA requirements.

SECTION 10. After opening of bids, if it is the intention of the APPLICANT to recommend award of the contract, submit the required APPLICANT matching funds for construction and construction engineering to the MDOT for deposit along with the following:

1. The original and four (4) copies of the letter requesting concurrence in the award;
2. Three (3) certified copies of bid tabulations of all bids received;
3. Three (3) certified copies of the engineer's estimate;
4. One (1) certified original of the non-collusion affidavit for the low bidder;
5. One (1) certified copy of the Certificate on Minority Firms for the low bidder;
6. Recommendations of award with documentation of the basis for the recommendation should the bid vary more than ten percent (10%) above the contract estimate.

The APPLICANT may choose to deposit the full amount or deposit one third (1/3) of the APPLICANT's share of the cost at this time. If the APPLICANT elects to make the partial deposit, an additional one third (1/3) of the APPLICANT's share of the cost must be submitted before or with the first estimate before the first estimate will be paid by the MDOT. The remaining balance will then be required with the next Contractor's estimate. No estimate will be paid when the APPLICANT's share of the cost exceeds the amount deposited by the APPLICANT.

If the APPLICANT intends to reject bids received, the APPLICANT must submit the original and four (4) copies of the letter requesting concurrence from the MDOT and FHWA. If the APPLICANT intends to readvertise, then the APPLICANT must obtain approval by the MDOT and FHWA prior to readvertising. If cost overruns increase the cost of the PROJECT beyond the amount of the existing

- 4 -

EXHIBIT "C"

PROJECT fund, the APPLICANT will deposit the required matching funds with the MDOT prior to the submittal of an invoice which would exceed the amount. Any APPLICANT matching funds remaining in the PROJECT fund upon completion of the project will be returned to the APPLICANT.

SECTION 11. After the concurrence by the MDOT and FHWA in the award of the contract, the APPLICANT will execute the contract with the Contractor and issue a notice to proceed with the work; and furnish one (1) certified and six (6) other copies of the contract to the MDOT for distribution.

SECTION 12. Employ or retain a Registered Professional Engineer (registered in the State of Mississippi) or other professional with expertise in the construction of this PROJECT to act for and on behalf of the APPLICANT to be responsible for all construction engineering activities. Other competent technical assistance will be employed by the APPLICANT as deemed necessary to assist the APPLICANT's representative. The Deputy Executive Director, Chief Engineer of the MDOT will assign a publicly employed engineer as the Project Engineer to be in responsible charge and direct control of the STP-TE PROJECT. If the APPLICANT retains a qualified consultant, he will be responsible for all construction engineering activities, but such activities will be under the direct control of the Project Engineer assigned by the Chief Engineer. If the APPLICANT employs a full-time publicly employed Professional Engineer, the APPLICANT agrees that the Chief Engineer may assign the Engineer as the Project Engineer to be in responsible charge and direct control of the STP-TE PROJECT.

SECTION 13. Provide for the sampling and testing of all material to be used in the construction prior to the incorporation in the work and certify to the MDOT that all materials used meet the requirements of the plans and specifications. The certification will be based upon test reports and manufacturer's certificates as set forth in the MDOT Standard Operating Procedure TMD-20-04-00-000. These reports will be maintained on file by the APPLICANT and the Engineer's records and may be audited by representatives of the MDOT at any time during the contract period. MDOT costs for such audits will be charged to the PROJECT.

SECTION 14. Prepare and certify monthly estimates of the work completed to authorize monthly payments to the Contractor based on the value of the work completed, less retainage. Allowable costs, other than costs incurred by competitive bidders, shall be determined in accordance with provisions of Subpart 1-15, Federal Procurement Regulations dated December 1970, with revisions, and established local policies not in conflict with these regulations.

. 5 .

SECTION 15. Upon completion of the work by the Contractor, request a final inspection through the MDOT District Engineer who will coordinate the date of the inspection with the MDOT Construction Engineer who will further coordinate the date of the inspection with the FHWA.

SECTION 16. Advise the Contractor that he is released from maintenance responsibility following final inspection by representatives of the APPLICANT, the MDOT and the FHWA which found all work to have been satisfactorily completed. The APPLICANT will further advise the Contractor that final acceptance will follow after completion of other responsibilities.

SECTION 17. Prepare and submit all computations and final data on the completed work, based on final quantities, for submittal to the MDOT Final Plans Engineer for checking and verification of quantities. The final estimate prepared and submitted by the APPLICANT must reflect quantities checked by the Final Plans Engineer. MDOT costs for work by the Final Plans Engineer will be charged to the PROJECT.

SECTION 18. Furnish certified copies of all estimates of completed work to the MDOT for payment and upon completion of the contract furnish:

1. Statement of Materials and Supplies (Form PR-47) for projects totaling \$1,000,000 or more;
2. Labor Certificate;
3. A copy of the release by the bonding company to pay all monies to the Contractor.

SECTION 19. Upon notification by the MDOT that the Statement of Materials and Supplies (if required), the Labor Certificate, the release by the bonding company for final payment to the Contractor, and the satisfactory statement of materials and tests have been received and accepted, notify the Contractor by letter of the final acceptance of PROJECT and termination of his responsibility.

SECTION 20. Maintain proper accounting records, payrolls, documents, papers and other necessary data to support the cost incurred for services provided, and make such records available at all reasonable times during the contract period and for three (3) years from the date of payment of the final estimate. These records, documents, and data will be available for inspection by the MDOT, FHWA, and any other authorized representative of the Federal Government, and copies thereof will be furnished if requested.

- 6 -

EXHIBIT "C"

SECTION 21. Maintain and operate or provide for the maintenance and operation of the completed PROJECT. Do not permit any changes to be made to the completed PROJECT which would alter the approved definition of the facility as a Transportation Enhancement Project without the prior approval of the MDOT. Acceptable changes must be in conformance with current standards and with provisions of the Manual on Uniform Traffic Control Devices for Street and Highways and Informational Guide for Preparing Private Driveway Regulations for Major Highways, American Association of State Highway and Transportation Officials (AASHTO), 1960. The APPLICANT understands that failure to fulfill this responsibility in regard to maintenance of the PROJECT, its operation or regulation, will disqualify the APPLICANT from receiving any STP-TE Funds until such time as the deficiencies are corrected to the satisfaction of the MDOT and FHWA and, if the deficiencies are not corrected, the APPLICANT may be required to reimburse the MDOT for all PROJECT costs.

SECTION 22. Comply with Title VI of the Civil Rights Act of 1964, as amended, and nondiscrimination in programs of the Department of Transportation ( Title 49, Code of Federal Regulations, Part 21, 23 CFR 710.405(b) hereinafter referred to as the REGULATIONS). These REGULATIONS are herein incorporated by reference and made a part of this AGREEMENT.

SECTION 23. Assume all responsibility for and save the MDOT harmless from any suits, actions or claims of any character, brought for or on account of any injuries or damages received or sustained by any person, persons or property, growing out of any action or omission to act in the conduct of this work.

SECTION 24. Pursuant to Section 23.43 of 49 CFR, Part 23, the following statements regarding minority business enterprises are included in and made a part of this contract and AGREEMENT.

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

(2) MBE Obligation. The MDOT and the APPLICANT agree to ensure that minority business enterprises as defined in 49 CFR, Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this AGREEMENT. In this regard the MDOT and the APPLICANT shall take all necessary and

- 7 -

reasonable steps in accordance with 49 CFR, Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The MDOT and the APPLICANT shall not discriminate on the basis of race, color, national origin or sex in the award of performance of U.S. DOT assisted contracts.

(3) The MDOT hereby advises the APPLICANT that failure to carry out the requirements set forth in Section 23.43 (a) shall constitute a breach of contract and, after the notification of the U.S. DOT, may result in termination of the contract by the MDOT or such remedy as the MDOT deems appropriate."

The APPLICANT approves and adopts the MDOT Disadvantaged Business Enterprise (DBE) Program currently in effect. A copy of this program is attached and made a part of this AGREEMENT. It is fully understood that the current program has been approved by the FHWA and modifications to the program may be required from time to time by Federal Authority. In such case, subgrants of Federal Funds to the APPLICANT through the MDOT shall be contingent upon the APPLICANT approving and adopting all modifications required by Federal Authority upon notification and receipt of the modifications from the MDOT.

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

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

The APPLICANT will allow access by representatives of the MDOT and the FHWA to all parts of the work records documentation as related to the implementation and monitoring of provisions of the Minority Business Enterprise Program and specifications.

SECTION 25. The APPLICANT understands that the MDOT is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other discrimination made unlawful by federal, state, or local laws. All such discrimination is unlawful and the APPLICANT agrees during the term of the AGREEMENT that the APPLICANT will strictly adhere to this policy in employment practices and provision of services.

SECTION 26. The APPLICANT agrees to comply with all applicable standards, orders or requirements issued under Section 306 of the



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