

BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD A REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON SEPTEMBER 16, 2008 AT 7:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT	MAYOR CARL L SCOTT
CITY ATTORNEY	THOMAS W TYNER
ALDERMEN	DAVID CLAYTON KAY FAIRLEY JAMES MOORE STEVE STRINGER LIESA WEAVER
OTHERS	B C LEWIS SHANE PICKETT MICHAEL RIGBY TOMMYE CORLEY BEN PIPER ANDREW WILLIAMS AND MANY OTHERS

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

THE INVOCATION WAS OFFERED BY CITY ATTORNEY THOMAS W TYNER.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, MAYOR SCOTT PRESENTED THE AGENDA WITH THE FOLLOWING CHANGES:

- VII. BIDS & QUOTES
 - 3. REQUEST TO OPEN BIDS FOR ROOF AT CIVIC CENTER.
 - 4. REQUEST TO OPEN BIDS FOR ELEVATOR FOR SENIOR CENTER/3-D SCHOOL.

- IX. GENERAL BUSINESS
 - 10. REQUEST TO APPOINT JAY ESTESS AS DESIGNATION OF APPLICANT AGENT FOR MEMA/FEMA FOR HURRICANE.
 - 11. REQUEST TO MODIFY THE MITIGATION GRANT TO PURCHASE THREE OR MORE SIRENS.

- XI. ORDERS & ORDINANCES
 - 7. REQUEST TO PROMOTE LEE WEST TO BATTALION CHIEF EFFECTIVE OCTOBER 1,2008.
 - 8. REQUEST TO HIRE SUE CHAPMAN AS A 4TH CLASS POLICE OFFICER.
 - 9. REQUEST TO HIRE KENNETH GARNDER AS A 4TH CLASS POLICE OFFICER.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE AGENDA WITH THE FOREGOING CHANGES. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE MINUTES OF THE REGULAR MEETING OF SEPTEMBER 2, 2008 AND THE RECESS MEETING OF SEPTEMBER 15, 2008.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE MINUTES OF THE REGULAR MEETING OF SEPTEMBER 2, 2008 AND THE RECESS MEETING OF SEPTEMBER 15, 2008 AS WRITTEN. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT CALLED FOR PUBLIC COMMENT.

THEREUPON, BENJAMIN LEE OF 161 WILDWOOD TRAIL ADDRESSED THE BOARD ON CONCERNS ABOUT FLOODING AND DRAINAGE PROBLEMS IN HIS BACK YARD. HE WOULD LIKE FOR THE CITY TO CORRECT THE PROBLEM. THE BOARD SAID THAT IT WAS PRIVATE PROPERTY AND THE CITY CAN'T GO ON PRIVATE PROPERTY.

WHEREAS, MAYOR SCOTT PRESENTED QUOTES FOR WATER SPECIALTIES ULTRAMAG FLOWMETER FOR USE AT MAIN SEWERAGE LIFT STATION.

SEE EXHIBIT "A"

QUOTES
WATER SPECIALTIES ULTRAMAG FLOWMETER

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE QUOTE FROM D & W SYSTEMS SALES, INC IN THE AMOUNT OF \$5,800.00 FOR 16" MODEL WATER SPECIALTIES ULTRAMAG FLOWMETER FOR USE AT MAIN SEWERAGE LIFT STATION. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ADVERTISE FOR BIDS FOR THE 2ND PHASE OF PARKING AT FRIENDLY PARK.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR THE 2ND PHASE OF PARKING AT FRIENDLY PARK. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, THE HOUR OF 7:00 P.M. HAVING ARRIVED, THE MAYOR AND BOARD OF ALDERMEN PROCEEDED TO PUBLICLY OPEN AND READ THE SEALED BIDS FOR THE RE-ROOFING OF THE CIVIC CENTER.

SEE EXHIBIT "B"

QUOTES
RE-ROOF CIVIC CENTER

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO REJECT THE BIDS FOR THE RE-ROOFING OF THE CIVIC CENTER DUE TO THE COST. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, THE HOUR OF 7:00 P.M. HAVING ARRIVED, THE MAYOR AND BOARD OF ALDERMEN PROCEEDED TO PUBLICLY OPEN AND READ THE SEALED BIDS FOR ELEVATOR FOR SENIOR CENTER/3-D SCHOOL.

SEE EXHIBIT "C"

QUOTES
ELEVATOR

THEREUPON, ALDERMAN STRINGER MADE A MOTION THAT THE FOREGOING PROPOSALS BE TAKEN UNDER ADVISEMENT. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE #15368 IN THE AMOUNT OF \$474.38 FOR POST-CONSTRUCTION PHASE FOR REHABILITATION OF SEWER FROM SHOWS, DEARMAN, & WAITS, INC.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #15368 IN THE AMOUNT OF \$474.38 TO SHOWS, DEARMAN, & WAITS, INC FOR POST-CONSTRUCTION PHASE FOR REHABILITATION OF SEWER. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE

ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE #15367 IN THE AMOUNT OF \$12,293.81 FOR CASTLE MANOR SEWER FROM SHOWS, DEARMAN, & WAITS, INC.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #15367 IN THE AMOUNT OF \$12,293.81 TO SHOWS, DEARMAN, & WAITS, INC FOR CASTLE MANOR SEWER. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER

ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE #15366 IN THE AMOUNT OF \$1,755.00 FOR DESIGN OF NAPOLEAN DRIVE SEWER IMPROVEMENTS FROM SHOWS, DEARMAN, & WAITS, INC.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #15366 IN THE AMOUNT OF \$1,755.00 TO SHOWS, DEARMAN, & WAITS, INC FOR DESIGN OF NAPOLEAN DRIVE SEWER IMPROVEMENTS. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED ESTIMATE #4 FROM GREENBRIAR IN THE AMOUNT OF \$62,659.31 FOR SEWER SYSTEM EXPANSION AT CASTLE MANOR.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY ESTIMATE #4 TO GREENBRIAR IN THE AMOUNT OF \$62,659.31 FOR SEWER SYSTEM EXPANSION AT CASTLE MANOR. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED ESTIMATE #1 FROM BULLDOG CONSTRUCTION IN THE AMOUNT OF \$91,620.00 FOR CURB, GUTTER AND ASPHALT PARKING AT FRIENDLY PARK.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO PAY ESTIMATE #1 TO BULLDOG CONSTRUCTION IN THE AMOUNT OF \$91,620.00 FOR CURB, GUTTER AND ASPHALT PARKING AT FRIENDLY PARK. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE CONTRACT BETWEEN CITY OF PETAL AND SHOWS, DEARMAN & WAITS, INC FOR THE PROPOSED CONSTRUCTION IMPROVEMENTS TO REPAIR THE SECTION OF CENTRAL AVENUE AS A RESULT OF HURRICANE GUSTAV.

SEE EXHIBIT "D"

SHOWS, DEARMAN & WAITS, INC
CONTRACT

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT WITH SHOWS, DEARMAN, & WAITS, INC FOR THE PROPOSED CONSTRUCTION IMPROVEMENTS TO REPAIR THE SECTION OF CENTRAL AVENUE AS A RESULT OF HURRICANE GUSTAV. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED AN AGREEMENT WITH CITY OF PETAL AND SECURE NETWORKS, LLC FOR PC AND MAIN IBM SYSTEM COMPUTER SUPPORT FOR THE CITY IN THE AMOUNT OF \$1,040.00 MONTHLY.

SEE EXHIBIT "E"

AGREEMENT
SECURE NETWORK, LLC

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT WITH SECURE NETWORK, LLC AND THE CITY OF PETAL FOR ONE YEAR SEPTEMBER 30, 2008 TO OCTOBER 1, 2009. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE RESIGNATION OF B J HAYES IN THE FIRE DEPARTMENT.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE RESIGNATION OF B J HAYES IN THE FIRE DEPARTMENT EFFECTIVE SEPTEMBER 10, 2008. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO SET A HEARING DATE FOR A ZONING CHANGE AT 1019 SUNRISE ROAD FROM R-1 (LOW DENSITY RESIDENTIAL) TO RF (RURAL FRINGE).

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO SET THE HEARING DATE FOR OCTOBER 14, 2008 AT 7:00 P.M. FOR THE ZONING CHANGE FROM R-1 (LOW DENSITY RESIDENTIAL) TO RF (RURAL FRINGE). ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO APPOINT JAY ESTESS AS DESIGNATION OF APPLICANT AGENT FOR MEMA/FEMA FOR HURRICANE.

SEE EXHIBIT "F"

DESIGNATION OF APPLICANT AGENT

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE APPLICATION TO DESIGNATE JAY ESTESS AS APPLICANT AGENT. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO MODIFY THE MITIGATION GRANT TO PURCHASE THREE OR MORE SIRENS.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE MAYOR TO MODIFY THE MITIGATION GRANT TO PURCHASE THREE OR MORE SIRENS. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FOR LARRY CARROLL TO TAKE THE PROPERTY MAINTENANCE AND HOUSING INSPECTOR EXAM ON OCTOBER 10, 2008.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE LARRY CARROLL TO TAKE THE PROPERTY MAINTENANCE AND HOUSING INSPECTOR EXAM ON OCTOBER 10, 2008. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FOR ADAM JAMES, TIMOTHY DYE AND ROBERT ELLIS TO ATTEND THE MISSISSIPPI STATE FIRE ACADEMY DRIVER/OPERATIONS FOR TRAINING AND CERTIFICATION.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO AUTHORIZE ADAM JAMES,, TIMOTHY DYE AND ROBERT ELLIS TO ATTEND THE MISSISSIPPI STATE FIRE ACADEMY DRIVER/OPERATIONS FOR TRAINING AND CERTIFICATION AND TO PAY THEIR EXPENSES. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FOR CHAD LEWIS AND RICHARD STEELE TO ATTEND THE MISSISSIPPI STATE FIRE ACADEMY .

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE RICHARD STEELE AND CHAD LEWIS TO ATTEND THE MISSISSIPPI STATE FIRE ACADEMY AND PAY THEIR EXPENSES. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER TRANSFERRING KENNY SPEED FROM PART-TIME TO FULL TIME.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A FULL TIME FIRE FIGHTER, UPON THE RECOMMENDATION OF INTERIM CHIEF SHANE PICKETT.

IT IS HEREBY ORDERED THAT KENNY SPEED BE TRANSFERRED FROM PART TIME TO FULL TIME 3RD CLASS FIRE FIGHTER AT A RATE OF \$10.15 PER HOUR EFFECTIVE SEPTEMBER 16, 2008.

SO ORDERED ON THIS THE 16TH DAY OF SEPTEMBER, 2008.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDERS SETTING THE SALARY INCREASE FOR OCTOBER 1, 2008.

SEE EXHIBIT "G"

ORDERS

JUDICIAL
CITY CLERK
EXECUTIVE
FINANCIAL
POLICE DEPARTMENT
POLICE DISPATCHERS
FIRE DEPARTMENT
BUILDING
STREET
RECREATION
CIVIC CENTER

WATER
SANITATION

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING ORDERS. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDERS INCREASING THE PAY OF THE FIREFIGHTERS EFFECTIVE OCTOBER 1, 2008.

SEE EXHIBIT "H"

ORDERS

LANDOM FORDHAM
LUKE FORDHAM
JEREMIAH HILL
RYAN SWARTZ
TIMOTHY DYE
DESMOND ESCOBAR
ADAM JAMES
BRIAN WELLS
JASON WILSON
T J BURKHALTER
CHAD LEWIS
RICHARD STEELE
OWEN SCOTT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING ORDERS. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDERS INCREASING THE PAY OF THE POLICE OFFICERS AND DISPATCHERS EFFECTIVE OCTOBER 1, 2008.

SEE EXHIBIT "I"

LEONARD FULLER
JUSTIN LEWIS
JOSH BARHAM
JOSHUA CRAFT
MICKEY HURT

MICHAEL KELLY
ADAM COCHRAN
MARCUS O'QUINN
ASHLEY RUPLE
SHAUNA HARVEY
TERESA LEE

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ADOPT THE FOREGOING ORDERS.
ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER IN HIRING A PROBATIONARY
FIREFIGHTER.

ORDER

WHEREAS, THE MAYOR AND BOARD OF
ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI
DO HEREBY DEEM IT NECESSARY TO HIRE A
FULL TIME FIREFIGHTER.

IT IS HEREBY ORDERED THAT NATHAN
SAUCIER BE HIRED AS A FULL TIME PROBATIONARY
FIREFIGHTER AT A RATE OF \$8.25 HOUR EFFECTIVE
SEPTEMBER 19, 2008.

SO ORDERED ON THIS THE 16TH DAY OF
SEPTEMBER, 2008.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING ORDER.
ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER HIRING A HOPPER IN THE
SANITATION.

ORDER

WHEREAS, THE MAYOR AND BOARD OF
ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI
DO HEREBY DEEM IT NECESSARY TO HIRE A
FULL TIME HOPPER IN THE SANITATION
DEPARTMENT.

IT IS HEREBY ORDERED THAT DANIEL

HOLLIMON BE HIRED IN THE SANITATION
DEPARTMENT AT A RATE OF \$8.00 PER HOUR
EFFECTIVE SEPTEMBER 17, 2008.
SO ORDERED ON THIS THE 16TH DAY OF
SEPTEMBER, 2008.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO ADOPT THE FOREGOING ORDER.
ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER IN PROMOTING LEE WEST.

ORDER

WHEREAS, THE MAYOR AND BOARD OF
ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI
DO HEREBY DEEM IT NECESSARY TO PROMOTE
FIREFIGHTER LEE WEST.

IT IS HEREBY ORDERED THAT LEE WEST
BE PROMOTED TO BATTALION CHIEF IN THE
FIRE DEPARTMENT AT A RATE OF \$12.60 PER
HOUR EFFECTIVE OCTOBER 1, 2008.

SO ORDERED ON THIS THE 16TH DAY
OF SEPTEMBER, 2008.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADOPT THE FOREGOING ORDER.
ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER IN HIRING A 4TH CLASS POLICE
OFFICER.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT
NECESSARY TO HIRE A FULL TIME POLICE OFFICER.

IT IS HEREBY ORDERED THAT SUE CHAPMAN BE
HIRED AS A FULL TIME 4TH CLASS POLICE OFFICER AT A
RATE OF \$27,400.00 ANNUALLY EFFECTIVE SEPTEMBER 24, 2008.

SO ORDERED ON THIS THE 16TH DAY OF SEPTEMBER,
2008.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING ORDER.
ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER IN HIRING A 4TH CLASS POLICE OFFICER.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT
NECESSARY TO HIRE A FULL TIME POLICE OFFICER.

IT IS HEREBY ORDERED THAT KENNETH GARDNER BE
HIRED AS A FULL TIME 4TH CLASS POLICE OFFICER AT A
RATE OF \$27,400.00 ANNUALLY EFFECTIVE SEPTEMBER 24, 2008.

SO ORDERED ON THIS THE 16TH DAY OF SEPTEMBER,
2008.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING ORDER.
ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE CERTIFICATE OF ATTENDANCE FROM THE COURT
CLERK, MICHELLE STREBECK, SHOWING ATTENDANCE AT THE MUNICIPAL COURT CLERKS STATEWIDE
SEMINAR IN PHILADELPHIA, MS SEPTEMBER 4-5, 2008.

SEE EXHIBIT "J"

CERTIFICATE OF ATTENDANCE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACKNOWLEDGE THE RECEIPT OF THE
CERTIFICATE AND TO FILE IT IN MS STREBECK PERSONNEL FILE. ALDERMAN WEAVER SECONDED THE
MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

CITY OF PETAL
MINUTE BOOK 29

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO ADJOURN. ALDERMAN CLAYTON
SECONDED THE MOTION.

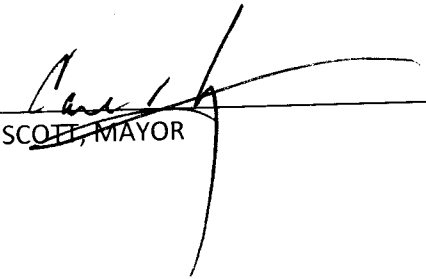
THOSE PRESENT AND VOTING "AYE"

- ALDERMAN DAVID CLAYTON
- ALDERMAN KAY FAIRLEY
- ALDERMAN JAMES MOORE
- ALDERMAN STEVE STRINGER
- ALDERMAN LIESA WEAVER

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 16TH DAY OF
SEPTEMBER, 2008.



CARL L SCOTT, MAYOR

(SEAL)

ATTEST:



JEAN SHEE, CITY CLERK



September 5, 2008

CITY OF PETAL
MINUTE BOOK 29
QUOTATION

EXHIBIT "A" TO: Petal Sewer Dept
Andrew Weber

FAX: 601.705.0914
TEL:

September 8, 2008

PAGES:
1, including this cover sheet.

Petal Sewer Dept.
P. O. Box 564
Petal, MS 39465

Attn: Mr. Andrew Weber

Subject: Flowmeter

Gentlemen:

We offer the following quotation on a Water Specialties UltraMag Flowmeter for use at your Main Sewerage Lift Station.

- 1 ea. Water Specialties 16" Model UM-06-R15 UltraMag Flowmeter
150 R Cable
Includes one grounding ring.

Price.....\$ 5,800.00 ea.

Price includes the extra 100 ft. of cable and freight.

Delivery: Approx. 65weeks
FOB: Factory, Freight Allowed

If we can answer any question, please call

Sincerely,

D & W Systems Sales, Inc.

Jerry W. Whittington

SUBJECT:
Flowmeter Quotation
Petal, MS

COMMENTS:
We are pleased to offer the following quotation on the above mentioned project.

- 1 - 16" Magnetic Flowmeter
with 150' cable and one grounding ring

\$6,179.00

Plus Freight

TOTAL NET \$6,179
Payment Terms: NET 30 DA
Material Shipment Approximately 6 weeks /

Richard

Richard Sparks
E-MAIL - Richards@controlsystems.com
S:\QUOTES\PETA0908.wpd

Applicable taxes are NOT included.
As a supplier, CSI does NOT allow retainage against invoices.

This quotation is good for 30 days.
Page 1 of 1

Charles W. Malone, Inc.
5258 Hwy 42
Hattiesburg, Ms. 39401
601-544-5990 Fax 601-544-5991

EXHIBIT "B"

BID BOND

The American Institute of Architects.
AIA Document No. A310 (February, 1970 Edition)

9-16-08

City of Petal
Petal, Ms

RE: Re-roof Petal Civic Center/Library Building
South Main St
City of Petal
Forrest County, Mississippi

Scope of Work:

1. Tear off existing shingle roof
2. Install 30lb. Felt
3. Install 30 year GAF Timberline shingles
4. Replace plumbing vent flashings as needed
5. Replace damaged fascia and drip-edge as needed
6. Install GAF Cobra III Ridge-vent
7. Install GAF storm guard membrane in valleys
8. Clean grounds & remove thrash

\$65,280.00

Sixty Five Thousand Two Hundred Eighty Dollars and 00/100-----

Sincerely,
Charles W. Malone, Inc.

Charles W. Malone
Charles W. Malone, President

KNOW ALL MEN BY THESE PRESENTS, that we
Charles W. Malone, Inc.

3258 Highway 42 Hattiesburg MS 39401

As Principal, hereinafter called Principal, and The Ohio Casualty Insurance Company a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called Surety, are held and firmly bound unto

Mayor and Board of Aldermen of the City of Petal
As Oblige, hereinafter called Oblige, in the sum of

Five percent of bid amount Dollars \$5%
For the payment of which sum well and truly to be made the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Re-Roof Petal Civic Center/Library Building, South Main Street, City of Petal, Forrest County, Mississippi

NOW, THEREFORE, If the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige, in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay, to the Oblige the difference not exceed the penalty hereof between the amount specified in such bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16th day of September, 2008

Charles W. Malone
Charles W. Malone, Inc. (Principal)

Charles W. Malone
Charles W. Malone, President (Title)

The Ohio Casualty Insurance Company

Paula Hollingsworth
Paula Hollingsworth (Attorney-in-Fact)

Revised to February, 1970
SB 371-4b Printed in U.S.A.
S-4148

Principal: Charles W. Malone, Inc. POWER OF ATTORNEY POA Number: 39-502
THE OHIO CASUALTY INSURANCE COMPANY
WEST AMERICAN INSURANCE COMPANY
Oblige: Mayor and Board of Aldermen of the City of Petal Bond Number:

Know All Men by These Presents: THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company do hereby nominate, constitute and appoint: Robert H. Banks, Jr., Paula Hollingsworth or Alana Marie Thigpen of Hattiesburg, Mississippi its true and lawful agent(s) and attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance ONE MILLION (\$1,000,000.00) DOLLARS, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has heretofore subscribed his name and affixed the Corporate Seal of each Company this 8th day of August, 2008



Sam Lawrence
Sam Lawrence Assistant Secretary

STATE OF OHIO
COUNTY OF BUTLER

On this 8th day of August, 2008 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Sam Lawrence, Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn depose and says that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have heretofore set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



Cheryl S. Hegarty
Notary Public in and for County of Butler, State of Ohio
My Commission expires August 6, 2007

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact: The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint anyone or more of the purpose of acting the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other official acts of whatever kind and nature of insurance to be given in, to, or by any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, in or out of the State of Ohio, or in or out of any county or state, in the United States of America or any agency thereof or in any other political jurisdiction there.

This instrument is signed and sealed, authorized by the following resolution adopted by the Boards of Directors of the Companies on October 2, 2004: RESOLVED, That the signature of any officer of the Company, authorized under Article III, Section 9 of its Code of Regulations and By-Laws and the Company seal, may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE
The undersigned Assistant Secretary of The Ohio Casualty Insurance Company, American Fire and Casualty Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect.
IN WITNESS WHEREOF, I have heretofore set my hand and the seals of the Companies this 16th day of September, 2008



Mark E. Schmidt
Mark E. Schmidt Assistant Secretary

CONTRACT/PROPOSAL

We propose to furnish and install the above described equipment in the amount of TWENTY TWO THOUSAND SIX HUNDRED SEVENTY & NO/100 DOLLARS (\$22,670.00). This includes all labor, material, freighting, applicable tax, permits, maintenance, warranty and inspections by authority having jurisdiction.

Payment to be made as follows:

1. 25% (\$5,667.50) Upon acceptance of proposal
2. 50% (\$11,335.00) When material is delivered to jobsite or stored in our warehouse awaiting delivery to jobsite.
3. 25% (\$5,667.50) Upon completion of installation and acceptance by Authority having Jurisdiction.

Terms are net 10 days without retainage. All past due indebtedness shall bear interest at a rate of 1 ½% (18% annually). In addition to principal and interest, Champagne Elevators is entitled to collect all cost incurred in collecting the indebtedness, including reasonable attorney's fees. Champagne Elevators reserves the right to stop work at any time indebtedness becomes past due. Any and all cost to Champagne Elevators associated with work stoppage shall be the responsibility of the owner.

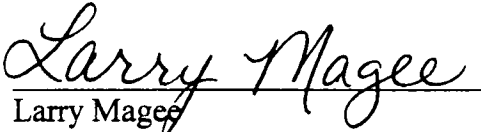
All work to be performed during the normal working hours of the elevator trade.

The factory advises that they are presently shipping [REDACTED] weeks after placement of order and receipt of approved drawings. Installation will require six (6) workdays.

All material is guaranteed as specified. All work to be completed in a workmanlike manner, according to standard industry practices. Any alteration or deviation from preceding specifications involving extra costs will be performed only upon written change order. Champagne Elevators, Inc. shall not be responsible for any delays caused by strikes, accidents, Acts of God or other conditions beyond our control.

Respectfully Submitted by:
Champagne Elevators

Accepted by:


Larry Magee

Date: July 14, 2008

Print: _____

**TO BE VALID, THIS PROPOSAL MUST BE SIGNED WITHIN
THIRTY (30) DAYS FROM THE DATE HEREOF.**

CITY OF PETAL
MINUTE BOOK 29
EXHIBIT "D"

ESC
Rev. 08/24/94 (Basic)
Rev. 08/16/00 (This form)

PRELIMINARY ENGINEERING SERVICES CONTRACT
DRAINAGE IMPROVEMENTS ON CENTRAL AVENUE
Project No. _____
FORREST COUNTY
CITY OF PETAL

NOW, **THEREFORE**, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

THIS CONTRACT, is made and entered into by and between the CITY of PETAL, a body Corporate of the State of Mississippi (the "LPA"), and, SHOWS, DEARMAN and WAITS, Inc. (the "CONSULTANT"), a Mississippi Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is Post Office Box 1711, Hattiesburg MS 01, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform preliminary engineering for drainage improvements on Central Avenue, as provided for in Project No. _____, hereinafter called the "PROJECT"; and,
WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,
WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,
WHEREAS, the CONSULTANT herein was chosen for its expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract;
WHEREAS, the CONSULTANT herein was chosen through the Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") Standard Operating Procedure ADM-24-01-00-000; (March 1, 2001, as amended) and Federal Aid Policy Guide Part 172 and found satisfactory; to the end that both parties are now desirous of entering into a contract, and

expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV

TIME of PERFORMANCE

TIME IS of the ESSENCE in THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the contract.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2," which when approved by final execution of this contract shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule, indicating the actual time expended on specific portions of this PROJECT, shall be submitted along with an estimated percentage completed with each monthly statement.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this contract. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V

RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and designated agents shown below.

ARTICLE I

GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation study. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

ARTICLE II

SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this contract as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this contract. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this contract at any time.

ARTICLE III

CONTRACT TERM

This contract shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA or until **December 30, 2010, 12:00 p.m., CDT**, at which time this contract shall absolutely and finally terminate.

During the term of this contract, the LPA reserves the right to terminate this contract in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and

ARTICLE VI

COMPENSATION, BILLING & AUDIT

1. **Cost and Fees**

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" of this contract.

2. **Monthly Billing**

The CONSULTANT may submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4.") Each billing shall include all time and allowable expenses through the end of the billing period. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the contract and up to three years thereafter.

The CONSULTANT further agrees that FHWA or any other federal agency may audit the same records at any time during the life of the contract and up to three years thereafter should the funding source for all or any part of the contract be funds of the United States of America.

3. **Record Retention**

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the contract and for three years from the date of final payment under this contract for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any contract it may make with any subcontractors, assignees or transferees.

ARTICLE VII

FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this contract and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said contract, and for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

The LPA agrees that issuance of the final payment shall be in full and final settlement of all claims arising against the CONSULTANT for work done, documents furnished, cost incurred, or claims by the LPA, except for the claims of third parties resulting from negligence, errors or omissions by the CONSULTANT otherwise arising out of this contract and shall release the CONSULTANT for any and all work done, and labor and material furnished in connection with the same.

ARTICLE VIII

REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this contract and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this contract should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this contract, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the contract should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its errors in the final version of the work.

ARTICLE IX

RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this contract, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

CONSULTANT's obligation to indemnify, defend, and pay for the defense, or at the LPA's option, to participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations shall be initiated by the LPA's notice of claim for indemnification to CONSULTANT. The CONSULTANT's

Page 5 of 32

CITY OF PETALUMA
MINUTE BOOK 29
EXHIBIT "D"

evaluation of liability, or its inability to evaluate liability, shall not excuse CONSULTANT's duty to defend. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X

INSURANCE

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

1. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
2. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000) on account of any one occurrence.
3. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000).
4. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by CONSULTANT as a part of the SERVICES, in the event of casualty to, or loss or theft of such documents.
5. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000) per incident; one million dollars (\$1,000,000) aggregate.
6. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of SERVICES.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this contract, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the

Page 6 of 32

above coverage, or to include said subcontractor or other personnel within CONSULTANT's coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this contract. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less than three (3) years subsequent to policy termination.

ARTICLE XI

COVENANT AGAINST CONTINGENT FEES and LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the contract. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this contract without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII

EMPLOYMENT of LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

Page 7 of 32

ARTICLES XIII

MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this contract, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this contract, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this contract, shall not affect or modify any of the terms or obligations contained in this contract. All modifications to this contract, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

Minor changes in the proposal that do not involve changes in the compensation, extensions of time or changes in the goals and objectives of the contract may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV

SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this contract that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this contract without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this contract, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the LPA in advance of their execution.

Page 8 of 32

ARTICLE XV

OWNERSHIP of DOCUMENTS

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this contract shall be delivered to, become and remain in the property of the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA. The LPA shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than that provided for in this contract.

ARTICLE XVI

PUBLICATION and PUBLICITY

IT IS AGREED, that if any information concerning the work, its conduct, results or data gathered or processed should be released by the CONSULTANT without prior approval from the LPA, the release of same shall constitute grounds for termination of this contract without penalty to the CONSULTANT, unless such release or disclosure is required by judicial proceeding, but should any such information be released by the LPA, or by the CONSULTANT with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this contract.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, or the State of Mississippi.

ARTICLE XVII

COPYRIGHTING

The CONSULTANT shall be prohibited from copyrighting the final reports or copyrighting any papers, interim reports, forms or other material which is a part of the work under this contract, without written approval from the LPA. Publication rights to any documents produced are reserved by the LPA.

EXHIBIT "D"

ARTICLE XVIII

CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Forrest County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi.

ARTICLE XIX

COMPLIANCE WITH APPLICABLE LAW

1. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
2. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
3. It is agreed that the CONSULTANT will comply with the provisions set forth in 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this contract or any subcontract resulting herefrom.
4. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this contract in any and all subcontracts which may result from this contract.
5. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XX

KEY PERSONNEL and DESIGNATED AGENTS

CONSULTANT agrees that key personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA. For purposes of implementing this section and all other sections of this contract with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

For Contractual Matters:

For Technical Matters:

LPA:

The Honorable Carl Scott
Mayor
Consultant:

The Honorable Carl Scott
Mayor

Michael T. Waits, P.E., R.L.S.

All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE XXI

CONFLICT of INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly that would conflict in any manner with the performance of CONSULTANT'S contract. The CONSULTANT further covenants that no employee of the CONSULTANT or any subcontractor(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or knowledge obtained during the CONSULTANT'S execution of the contract.

ARTICLE XXII

AVAILABILITY of FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this contract is conditioned upon the availability of funds, the appropriation of funds by the Mississippi legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this contract are not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this contract, the LPA shall have the right, upon written notice to the CONTRACTOR/CONSULTANT, to immediately terminate or stop work on this contract without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIII

STOP WORK ORDER

1. Order to Stop Work. LPA, may, by written order to the CONTRACTOR/CONSULTANT at any time, and without notice to any surety, require the CONTRACTOR/CONSULTANT to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding twelve (12) months after the order is delivered to the CONTRACTOR/CONSULTANT, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor/Consultant shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:
 - a. cancel the stop work order; or
 - b. terminate the work covered by such order according to and as provided in the contract.
2. Cancellation or Expiration of the Order. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR/CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for, or in the CONTRACTOR/CONSULTANT'S cost properly allocable to, the performance of any part of this contract and the CONTRACTOR/CONSULTANT asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage, an equitable adjustment in the contract may be made by written modification of this contract as provided by the terms of this contract.
3. Termination of Stopped Work. If a stop work order is not canceled and the work covered by such order is terminated, the CONTRACTOR/CONSULTANT may be paid for SERVICES rendered prior to the termination. The LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of the contract, based on actual time and expenses incurred by CONTRACTOR/CONSULTANT in the packaging and shipment of all documents covered by this contract to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXIV
AUTHORIZATION

Both parties hereto represent that they have authority to enter into this contract.

WITNESS this my signature in execution hereof, this the ___ day of _____, 200__.

LPA

Mayor

WITNESS this my signature in execution hereof, this the ___ day of _____, 200__.

CONSULTANT


SHOWS, DEARMAN & WAITS, Inc.

Authorized Representative

Print Name

Print Name/Title

EXHIBIT 1

EVIDENCE of AUTHORITY

1. Authority to Execute Contracts on Behalf of the LPA (See Attached)
2. Authority to Execute Contract on Behalf of the Consultant Corporation (See Attached)

EXHIBIT 2

SCOPE of WORK

The engineering SERVICES contract is for the development of contract plans and specifications for the **Drainage improvements on Central Avenue PROJECT** in Petal, Mississippi. The PROJECT will installation of reinforced concrete pipe(RCP), yard inlets, and fill material.

This contract will consist of:

1. Documentation for PROJECT Initiation
2. Geotechnical Investigation
3. Field Surveys and Related Documents
4. Preliminary and Final Design
5. Preparation of Construction Drawings and Specifications
6. Assistance in Bid and Award of Contract

This contract does not include:

1. Feasibility, Capacity Analyses and Engineering Studies
2. Permanent Signing Plans and Details
3. Traffic Related Design Services
4. Preparation of Final Right-of-Way Maps and Deeds
5. Right-of-Way Acquisition Surveys

DESIGN and PREPARATION of COMPLETE CONSTRUCTION PLANS and SPECIFICATIONS

The scope of work shall be divided into two (2) phases:

- Phase A: PRELIMINARY DESIGN
 - o Part 1 – Pre-Design Conference
 - o Part 2 – Preliminary Design Plans and Plans-in-Hand Field Inspection
- Phase B: FINAL CONTRACT PLANS
 - o Part 1 – Design Conference
 - o Part 2 – Office Review

ITEMS/MATERIALS PROVIDED by the LPA:

The LPA may provide:

- Available old construction plans, drawings, and maps pertinent to the PROJECT
- Base and pavement design
- Special provisions, interim standard specifications, and pay item numbers that are presently being utilized by MDOT that are not shown in the MDOT Standard Specification book.

SPECIFIC WORK REQUIREMENTS for PHASE A: PRELIMINARY DESIGN

After the Notice to Proceed has been issued, the CONSULTANT shall begin preparation of preliminary plans. The following specific requirements are for this phase:

Part 1 – PRE-DESIGN CONFERENCE

The purpose of the conference is to discuss LPA procedures, contract administration, data as required by this contract, the design criteria, and other matters as the parties deem necessary. After the pre-design conference, the LPA shall authorize the CONSULTANT to proceed with the preparation of the preliminary design plans.

Part 2 – PRELIMINARY DESIGN PLANS and PLANS-IN-HAND INSPECTION

The CONSULTANT shall prepare preliminary design plans in accordance with the LPA's format based on the approved conceptual plan. The design standards, the format of the plans and any hydraulic design shall conform to the MDOT's Design Manual, FAPG(s) 23 CFR 625 and 650A & B, Mississippi House bill 8 and Federal Emergency Management Agency regulations. The preliminary design plans shall contain, as a minimum:

- ROADWAY PLANS:** Title sheet, typical sections, preliminary listing of pay items, plan and profile sheets showing all geometrics, profile grades, construction limits, preliminary earthwork quantities, cross-sections, preliminary permanent directional signing layout sheets, preliminary pavement marking sheets, right-of-way limits, size and location of all drainage structures, construction signing, as well as, any traffic control that will be required during construction.
- Any other incidental drawings needed to show pertinent topographical features or special treatments shall be included with these preliminary design plans. The CONSULTANT shall submit to the LPA one (1) set of reproducible of the preliminary design plans for a plans-in-hand field inspection with representatives of the LPA and the CONSULTANT at a date mutually agreed upon by both parties.

EXHIBIT "D"

SPECIFIC WORK REQUIREMENT for PHASE B: FINAL CONTRACT PLANS and SPECIFICATIONS

Phase B shall consist of all SERVICES required for the production of final contract plans and specifications. The following specific requirements are for this phase.

Part 1 – DESIGN CONFERENCE

The purpose of the design conference is to discuss any updated procedures or policies the LPA may have enacted that would impact the final design phase of the PROJECT. These items would not be considered extra work but would help to minimize the number of corrections that are generated at the office review stage.

Part 2 – OFFICE REVIEW

After the final contract plans are complete, the CONSULTANT shall submit one (1) set of reproducible for review by the LPA. The LPA shall review and mark the plans with all required revisions and return to the CONSULTANT.

After all revisions have been made, the CONSULTANT shall submit the final contract plans.

- Scale of Drawings:
Plans shall be prepared at the following scales:

	RURAL	URBAN
(1) Plan/Profile sheets with geometrics		
Horizontal	1" = 100'	1" = 20'
Vertical	1" = 10'	1" = 5'
(2) Form grades at channelized intersections and interchange ramps	1" = 20'	1" = 20'
(3) Cross Section	1" = 10'	1" = 5'
(4) Other sheets at appropriate scale.		

- Size of Drawings (English units):

All drawings shall measure 24 x 36 inches and shall have a left-hand margin of 1-1/2 inches, top and bottom margins of 1/2 inch, and right-hand margins of 1/4 inch. Trim lines will not be necessary on these plans.

- Size of Lettering:

The MDOT's policy requires the contract plans to be a 50% reduction of the original plans; therefore, the CONSULTANT shall provide a minimum letter size of 1/8 inch (preferably 0.15 inch) in order to be legible when reduced to 50% of the original size. All plans submitted by the CONSULTANT shall conform to the quality standards adopted by the MDOT as shown in the design manual and the PROJECT Director may reject any plans not conforming to these standards.

FINAL CONTRACT PLANS and SPECIFICATIONS

The final contract plans shall include all items required in the preliminary design plans and all other information such as, but not limited to:

- ROADWAY PLANS:** Final cross sections; title sheet; detailed index; general notes; typical sections; summary of quantities; estimated quantities; plan-profile sheets; special design sheets; erosion control sheets; traffic control plan; complete form grades for interchange ramps, loops, and channelized intersections (in accordance with current Design Manual, at 25 feet intervals); permanent directional signing sheets that include layouts, details (signs and overhead assemblies), and estimated quantities; detailed pavement marking sheets; and all notes and data used to develop the plans.
- The CONSULTANT shall make all necessary design computations and prepare the final contract plans for quantity estimates and required special provisions in accordance with the approved preliminary drawings and design data. The final contract plans shall be completed, checked and signed by the CONSULTANT prior to submittal to the LPA.
- The CONSULTANT shall prepare all specifications, including special provisions pertinent to the intent of the plans.

EXHIBIT 3

FEES and EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee with an upset limit basis for the satisfactory completion of the Scope of Work set forth under "Exhibit 2," hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT's fixed fees attributable to this contract.

Actual costs as the term is used herein shall include all direct salaries, payroll additives; overhead and direct cost. direct salaries are those amounts actually paid to the person performing the SERVICES that are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this contract. Accordingly, direct salaries chargeable to his contract shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT's allowable indirect costs attributable to his contract. Direct costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT's profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

SCHEDULE of MAXIMUM RATES, EXPENSES, and FEES:

The following schedule of rates for services will not be exceeded for all work under this contract:

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing SERVICES reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this contract.

All charges for SERVICES must be substantiated by supporting data, i.e., certified time sheets, daily logs, check stubs, pay vouchers, etc.

Payroll Additive and Overhead:

The rate for payroll additives and overhead shall be computed at 151.44% of direct salary cost. This rate shall be used for all monthly billings and in the preparation of costs estimates for supplemental agreements under this contract. Final payment of these costs

shall be adjusted after completion of the final audit to reflect the actual rates experienced by CONSULTANT during the course of this contract; however, in no event shall such an adjustment allow the contract cost to exceed the maximum limitation stated. Said audit of the CONSULTANT will be conducted by the LPA, or the LPA's designated auditor at the conclusion of the contract in accordance with FHWA and LPA requirements.

Direct Costs:

The LPA will reimburse the CONSULTANT's actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement (i.e. no meal reimbursement when there is no overnight stay).

All direct costs (except meals) must be substantiated by supporting data, i.e., mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed Fee:

The CONSULTANT's fixed fee shall be \$3,607.51, which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the PROJECT completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

The maximum amount that can be charged to this contract is \$33,678.52

Fee and Expense Summary

Labor Cost	Direct Cost	Fixed Fee	SubConsultant	TOTAL
\$30,062.57	\$0.00	\$3,607.51	\$0.00	\$33,670.08

CITY OF PETAL
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EXHIBIT "D"

Shows Dearman & Waits, Inc.
Project No. _____
Drainage Improvements on Central Avenue
Forrest County, MS

Classification	Estimated Labor Hours	Estimated Labor Rate	Cost
Principal	42	\$45.00	\$1,890
Design Engineer	172	\$30.53	\$5,251.16
AutoCAD Technician	214	\$22.50	\$4,815.00
Total			\$11,956.16
Overhead (151.44%)			\$18,106.91
Total Labor			\$30,062.57
Direct Costs:			
Mileage -			\$0.00
Printing -			\$0.00
Total Direct Costs			\$0.00
Subtotal Labor and Direct Costs			\$30,062.57
Fixed Fee (12%)			\$3,607.51
Total Labor, Direct Costs, and Fixed Fee			\$33,670.08
Subconsultant			\$0.00
Total			\$33,670.08

Shows Dearman & Waits, Inc.
Project No. RPP0098-000(007)LPA/105194-70-000
Widening and Overlay of Hardy Street from 21st Avenue to Highway 49
Forrest County, MS

Task	Number of Sheets	Principal	Project Engineer	Design Engineer	AutoCAD Technician I	AutoCAD Technician II	Party Chief	Instrument Man	Redman
Conferences and Reviews				24					
Geometrics		8							
Regulatory Permits		2							
Hydraulics		1		8					
Conceptual Plans		5		40					
Prel. Design Plans		29							
Title Sheet	1			2	4				
Detailed Index	1			4	4				
General Notes	1			2	8				
Summary of Quantities	1			4	16				
Recap of Drainage Structures	1			0	0				
Estimated Quantities	1			10	16				
Hydraulic Design Summaries	1			0	0				
Typical Sections	1			4	8				
Plan Profile Sheets	3			30	60				
Intersection Details	3			2	16				
Connection Signing	3			2	16				
Traffic Control Plan	3			20	40				
Cross Sections	4			15	22				
Form Grades	0			0	0				
Miscellaneous Designs	2			1	4				
Directional Signing	0			0	0				
Total Labor		24	45	172	214				

Shows Dearman & Waits, Inc.
Project No. _____
Drainage Improvements on Central Avenue
Forrest County, MS

Fee and Expense Summary

Labor Costs	Direct Costs	Fixed Fee	Sub-Consultant	Phase Total
\$30,062.57	\$0.00	\$3,607.51	\$0.00	\$33,670.08

CITY OF PETAL
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EXHIBIT 4
SAMPLE INVOICE

EXHIBIT "D"

SUPPORTING DATA

Project No. 00-0000-00-000-00

County _____

LOCAL PUBLIC AGENCY
ADDRESS
CITY, STATE, ZIP CODE

DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE No. 0000
PERIOD _____, 200__ through _____, 200__
PROFESSIONAL SERVICES IN ACCORDANCE with
CONTACT DATED _____, 200__, AS RELATES TO
PROJECT No. _____ in _____ COUNTY, HIGHWAY _____

CONSULTANT:
CUSTOMER NUMBER 000000000000 FILE No. 000-000000
REPORT NUMBER: 0000 through 0000

Employee and Classification	Rate of Pay	Current Period Hours	Current Period Costs	Previous Period Costs	Cost to Date
DIRECT LABOR and DIRECT COSTS					
John P. Public, Jr. Engineer	0.00	0.0	0.00	0.00	0.00
John P. Public, Jr. Designer	0.00	0.0	0.00	0.00	0.00
John P. Public, Jr. Engineer	0.00	0.0	0.00	0.00	0.00
John P. Public, Jr. Technician	0.00	0.0	0.00	0.00	0.00
<i>SubTotal</i>	0.0	0.00	0.00	0.00	
Payroll Additives			0.00	0.00	0.00
Total Labor			0.00	0.00	0.00
Direct Costs			0.00	0.00	0.00
Project Total			0.00	0.00	0.00

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOAL ALLOWED TO DATE
DIRECT SALARIES	\$	\$	\$
*PAYROLL ADDITIVE	\$	\$	\$
**DIRECT COSTS	\$	\$	\$
FIXED FEE	\$	\$	\$
(% complete X total fee less amounts previously paid)			
PROJECT TOTAL	\$	\$	\$
AMOUNT DUE THIS INVOICE	\$		

- NOTE:**
- * Payroll additives (including all fringe benefits and overhead attach supporting data)
 - ** Direct costs (attach supporting data)
 - The consultant may use its own invoice form so long as it has been approved
 - Prior to submission by the consultant, said form should - at a minimum - contain the above information.

EXHIBIT 5

FEDERAL AID CONTRACT COMPLIANCE with TITLE VI of the CIVIL RIGHTS ACT of 1964
COPELAND ANTI-KICKBACK ACT
DAVIS BACON ACT
CONTRACT WORK HOURS and SAFETY STANDARDS ACT
CLEAN AIR ACT, ENERGY POLICY and CONSERVATION ACT
DISADVANTAGED BUSINESS ENTERPRISES

NOTICE TO CONTRACTORS

During the performance of this contract, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

- Compliance with Regulations:** The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
- Nondiscrimination:** The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).
- Solicitations for Subcontracts Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.
- Anti-kickback Provisions:** All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.
- Davis Bacon Act:** When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40

U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (20 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

- Contract Work Hours and Safety Standards Act:** Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the contract work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- Clean Air Act:** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).
- Energy Policy and Conservation Act:** Mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- Disadvantaged Business Enterprises:** It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the Mississippi Transportation commission and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs for United States Department of Transportation Assisted Contracts."

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
and OTHER RESPONSIBILITY MATTERS

EXHIBIT "D"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R., Vol. 53, No. 102, page 10210 and 10211:

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the base of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract, which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

- 1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - e) has not either directly or indirectly entered into any agreement participated in any collusion, or otherwise taken any action in restraint of free competitive negotiation in connection with this contract.
2. The CONSULTANT further certified, to the best of its knowledge and belief, that:
 - a) no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b) any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

This certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed as a pre-requisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,
- b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement, except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and its subject to applicable state and federal laws, both criminal and civil.


SO CERTIFIED this ____ day of _____, 200__.

CONSULTANT

SHOWS, DEARMAN & WAITS, Inc.

ATTEST:

Notary
My Commission Expires:


Authorized Representative
KYLE WALLACE - VICE PRESIDENT
Print Name/Title

(Seal)

EXHIBIT 7

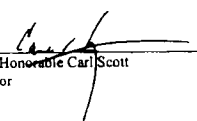
CERTIFICATION of the LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

1. employ or retain, or agree to employ or retain, firm or person, or
2. pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the ____ day of _____, 200__.

LPA


The Honorable Carl Scott
Mayor

CITY OF PETAL
MINUTE BOOK 29

EXHIBIT "D"

**CONTRACT AGREEMENT
for CONSTRUCTION ENGINEERING SERVICES
(AGREEMENT)**

THIS AGREEMENT is entered into this _____ day of _____, 200____, between
SHOWS, DEARMAN and WAITS, Inc., P.O. Box 1711, Hattiesburg MS 39403-1711
(hereinafter designated as the ENGINEER) and the Local Public Agency (LPA), City of
Petal, County of Forrest, Mississippi (hereinafter designated as the LPA).

WITNESSETH THAT:

WHEREAS, the LPA desires to engage the ENGINEER to provide construction Engineering
services in connection with the **Drainage Improvements on Central Avenue** project,
Project No. _____

NOW THEREFORE:

IT IS AGREED by and between the ENGINEER and the LPA as follows:

- I. **CONSULTING ENGINEERING SERVICES:** The ENGINEER will furnish consulting services during construction of Federal Aid Project No. _____, to the LPA of City of Petal, County of Forrest, Mississippi, to include the following: Construction engineering for the construction contract, which shall be in accordance with the approved plans, specifications and contract documents, all of which are incorporated in and made a part of the AGREEMENT.
- II. **ENGINEERING ADMINISTRATION:** The engineering administration of construction will be the responsibility of the LPA acting through the ENGINEER, and will be subject to inspection and approval of the Chief Engineer of the Mississippi D.O.T., (hereinafter designated as the DEPARTMENT), and of the Federal Highway Administration (FHWA) or their representatives.
- III. **CONSTRUCTION ENGINEERING SERVICES:** Construction Engineering services shall consist of all engineering work involved from the contract stage,

beginning the date of FHWA concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the DEPARTMENT, and shall include the following:

- A. Setting of all stakes to control the work, and resident project representation and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the ENGINEER as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG)23CFR637B, Construction Inspection and Approval.
- B. The ENGINEER shall promptly prepare, verify and recommend payment of all eligible contractor's estimates: he shall maintain a project diary as the official project record for each project, showing the contractor's daily operation; and the Engineering daily activities by names, function performed and hours worked. He shall maintain records of the ENGINEER's out-of-pocket cost plus additives for profit and overhead items. He shall check and verify the quantities of all material incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period and for three (3) years from the date of payment of the final estimate. These records, documents, and data shall be available for inspection by the LPA, DEPARTMENT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished, if requested.
- C. For work involved in Items (A), (B), and (D), the LPA will pay to the ENGINEER monthly for work done the previous month an amount equal to the ENGINEER's out-of-pocket cost plus additives for profit and current overhead items (payroll, taxes, insurance, etc.) as provided for in Appendix "A", which is attached hereto and made part of the AGREEMENT. Monthly payments will be made on the basis of certified time records. The maximum amount payable under this AGREEMENT shall be \$29,469.05, including a fixed fee of \$3,157.40 beyond which no funds will be authorized for payment without a supplement AGREEMENT to this AGREEMENT.
- D. The duties, responsibilities, and limitations of authority of the resident project representative(s) are listed in Appendix "B," which is attached to and made a part of this AGREEMENT.

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Revised 07/30/2007

Revised 07/30/2007

- E. The responsible engineer employed by the ENGINEER is Michael T. Waits, P.E., R.L.S., Mississippi Registration P. E. No. 5798 and L.S. No. 02328.
- IV. **COVENANT AGAINST CONTINGENT FEES:** The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of the making of this contract. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this contract price, or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or other contingent fee.
- V. **OWNERSHIP of DOCUMENTS:** all project documents, including tracings, drawings, estimates, specifications; field notes investigations, studies, etc., as instruments of service are to become the property of the LPA. During the performance of the Engineering services herein provided for, the ENGINEER shall be responsible for any loss of or damage to the documents herein enumerated while they are in his/her possession, and any such loss or damage shall be restored at his/her expense.
- VI. **CHANGES in WORK:** A supplemental AGREEMENT may be entered into between the LPA and the ENGINEER to increase the maximum amount payable under this contract for additional labor performed. This supplemental AGREEMENT must be approved by the DEPARTMENT and the Federal Highway Administration prior to the performance of the additional work by the ENGINEER for which reimbursement will be requested.
- VII. **DELAYS and EXTENTIONS:** Engineering services shall be performed on a reasonable schedule for both the construction contract and for the preparation of reports and estimates and final documents. Approval of a delay of the submission must be requested by letter through the DEPARTMENT, giving reasons for the request and the approximate date proposed for submission of that data.
- VIII. **TERMINATION OF SUSPENSION:** The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the LPA and all payments required to be made to the ENGINEER have been made; but his contract may be terminated under any or all of the following conditions:

- A. by mutual agreement and consent of the parties hereto.
- B. by the LPA as a consequence of the failure of the ENGINEER to comply with the terms, progress or quality of work in a satisfactory manner. Proper allowance will be made for circumstances beyond the control of the ENGINEER.
- C. by either party upon failure of the other party to fulfill its obligations as set forth in this contract.
- D. by the LPA due to the departure for whatever reason of any principal member or members or the ENGINEER firm.
- E. by satisfactory completion of all services and obligations described herein.
- F. by the LPA giving thirty (30) days notice to the ENGINEER in writing and paying fees that both parties, the DEPARTMENT and FHWA agree are due for completed work. If termination is made by the LPA under condition (f) after work has started, the ENGINEERS will be paid for actual service rendered on the basis of their certified and itemized direct payroll cost plus the applicable percentage rates to cover payroll and overhead costs plus direct costs; however, the fixed fee will be adjusted to allow the same percentage of the original agreed upon fixed fee that the amount earned is of the original estimated cost of the work. Upon termination, the ENGINEER shall deliver to the LPA all documents specified in Section V, and the LPA shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date. Should the LPA desire to suspend the work but not definitely terminate the contract, this may be done by thirty (3) days notice in writing to that effect.
- IX. **DISPUTES and LAW VIOLATIONS:** Prior to the filing of any lawsuit in a court of competent jurisdiction, the LPA and ENGINEER shall mediate any disputes. The results of any mediation shall not be binding upon the LPA without the consent of the governing authorities of the LPA. The results of any mediation shall not be binding upon the ENGINEER without the consent of ENGINEER. The DEPARTMENT shall review any proposed resolution of any dispute reached through mediation and such mediated resolution shall only become final upon concurrence by the DEPARTMENT. The requirement to mediate prior to the filing of any lawsuit shall not be construed as a waiver of any right in law or equity that the parties to this AGREEMENT have to present a dispute to a court of competent jurisdiction for resolution of that dispute. Violations of the law will be referred to the local, state, or federal authority having proper jurisdiction.
- X. **RESPONSIBILITIES for CLAIMS and LIABILITY:** The ENGINEER will indemnify and save harmless the LPA, and the DEPARTMENT, its officers and

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employees from or occasioned by, any act of or omission of the ENGINEER, his/her employees, agents or servants, resulting in bodily injury, property damage or death of any party.

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in the contract documents. If the construction time extends beyond the contract time, through no fault of the ENGINEER, the LPA agrees to pay the ENGINEER the construction engineering services to complete the project with or without federal participation, subject to approval by MDOT and FHWA.

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

EXHIBIT "D" XV.

XI. SUBLETTING, ASSIGNMENT OR TRANSFER OF WORK: The ENGINEER is expressly prohibited from subletting, assigning or transferring any part of these engineering services, other than the testing of materials, to any other person, firm or engineering consultant.

LIMITATION OF ENGINEER'S SERVICES: It is understood that the construction engineering services and resident project representative furnished by the ENGINEER under this AGREEMENT will endeavor to protect the LPA against defects and deficiencies in the work of the contractor, but the ENGINEER does not guarantee the contractor's performance, nor assume any duty to supervise construction and safety procedures followed by any contractor or subcontractor, nor the LPA in the case of force account work performed directly by the LPA or their respective employees or by any other person, nor for any public liability for property damage caused through acts of the contractor, subcontractor, the LPA and/or their employees or any other person.

XII. FEDERAL PROVISIONS: See Appendix "C," which is hereby made a part of this AGREEMENT.

XVI. SUBSURFACE CONDITIONS and UTILITIES: LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of ENGINEER or ENGINEER'S subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that ENGINEER properly inferred to exist between sampling points may differ significantly from those that actually exist.

XIII. ENERGY CONSERVATION: The ENGINEER warrants that he/she will conduct his/her office and field operations in an energy efficient manner in compliance with the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-165).

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

XIV. TIME OF PERFORMANCE: The construction engineering services of the ENGINEER shall start with date of FHWA concurrence in the award of the construction contract by the LPA and be completed within sixty (60) days after the final inspection and acceptance of the construction work performed by others. The services of the ENGINEER are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the ENGINEER'S services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. When it becomes evident to the LPA that the maximum amount payable under Section III (c) will be depleted due to the need for more man-hours of work than estimated, a supplemental agreement will be processed to provide for reimbursement to the ENGINEER for out-of-pocket expenses including overhead costs as provided for in Appendix "A." The need for an adjustment in the fixed fee will be determined and made a part of the supplemental AGREEMENT if appropriate. This supplemental AGREEMENT must be approved by the DEPARTMENT and the Federal Highway Administration prior to the performance of additional work by the ENGINEER for which additional reimbursement will be requested. The estimated fees in Appendix "A" are based on the initial construction time estimate as included

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

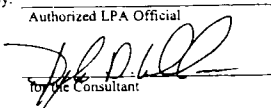
Hazardous materials may exist at a site where there is no reason to believe they could or should be present. LPA agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. ENGINEER agrees to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

practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered.

The LPA and the ENGINEER each binds himself, his partners, successors, administrators and assigns to the other party to this AGREEMENT, and to the partners, successors, executors, administrators and assigns of each other party in respect of all of covenants this AGREEMENT.

The LPA and ENGINEER hereby agree to full performance of the covenants contained herein and it is understood that the work under this AGREEMENT is not eligible for federal-aid participation until approved by the DEPARTMENT and FHWA.

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

by:	_____	_____
	Authorized LPA Official	Title
		Vice President
	for the Consultant	Title
	RECOMMENDED for APPROVAL:	APPROVED:
	_____	_____
	Chief ENGINEER, MDOT	Executive Director, MDOT
	_____	_____
	Date	Date

APPENDIX A

AGREEMENT FOR ENGINEERING SERVICES FEDERAL AID PROJECT CITY OF PETAL, FORREST COUNTY ESTIMATED CONSTRUCTION ENGINEERING COSTS - ESTIMATED 150 WORKING DAYS (Contract Time)

Classification	Basic Hourly Rate	Total Overhead	Total Hourly Rate	Estimated Number of Hours	Estimated Cost
Project Manager	\$45.00	\$68.15	\$113.15	35	\$3,960.75
Project Engineer	\$30.53	\$46.23	\$76.76	140	\$10,746.40
Construction Observer	\$23.10	\$34.98	\$58.08	327	\$19,413.46
clerical	\$10.00	\$3.14	\$13.14	11	\$146.54
SUBTOTAL LABOR COST					\$24,311.65

Fixed Fee	\$31,574.00
Direct Expenses	\$0.00
Estimated Travel Mileage	\$0.00
Other Expenses (Reproduction, etc)	\$0.00
Commercial Testing, Laboratory Expenses (Only if Federal Aid Participating)	\$0.00
Total Construction Engineering Cost	\$32,469.65

Note: * Basic hourly rate is direct salary rate. Hourly basic rate does not include any premium or overtime costs nor are premium or overtime cost included in other payroll cost or overhead. (Numbers shown are approximate rates for estimating purposes only).
 ** See attached acceptance letter from MDOT for overhead rate.
 *** Mileage Records: Keep a daily record of miles traveled and places visited to support mileage reimbursements.
 # See attached estimate of project time for construction Engineering services.

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EXHIBIT "D"

ESTIMATE of PROJECT TIME
for CONSTRUCTION ENGINEERING SERVICES

Harry Lee Justice
Deputy Executive Director/
Chief Engineer



Ray Robertson
Director
Office of Instruments, Planning
and Staff
Director
Office of Educational

Larry L. "Buck" Brown
Executive Director

P. O. Box 1800 / Jackson, Michigan 48612-1800 / Telephone (810) 386-2400 / FAX (810) 386-7118 / WWW.MDOT.MI

February 8, 2007

MEMORANDUM

TO: Alvin Pinn
Consultant Services Administrator

FROM: Alvin Pinn
Asst. Director

SUBJECT: Show's, Deatman and Wails, Inc.
Audited Overhead Rate for the year ended December 31, 2005

The Internal Audit Division (IAD) of the MICHIGAN DEPARTMENT OF TRANSPORTATION has received the overhead audit report of Show's, Deatman and Wails, Inc. for the year ended December 31, 2005. IAD has received the audit report and found the overhead rate to be unacceptable.

The audited overhead rate for the year ended December 31, 2005 is as follows:

Overhead rate:	150.36%
FCM rate:	1.02%
Combined rate:	151.44%

If applicable to the contract, overhead amounts that were invoiced for services rendered from January 1, 2005 to current by Show's, Deatman and Wails, Inc. will be adjusted accordingly to reflect the accepted rate as presented above. In addition, the current audited rate may be used for the purpose of contract negotiations.

CC: Scott Fitzgerald
Director, Consultant Services Division

Alvin Culpepper, Chief Financial Officer
Show's, Deatman and Wails, Inc.



CLERICAL:

1 days (startup/closeout) = 1 days
11 days x 1.0 hour/day average = 11 hours

PROJECT MANAGER:

25/10 days (startup/closeout) = 35 days
35 days x 1.0 hour/day average = 35 hours

PROJECT ENGINEER:

25/10 days (startup/closeout) = 35 days
35 days x 4 hours/day average = 140 hours

RESIDENT PROJECT REPRESENTATIVE:

3 hours (startup) = 3 hours
54 days x 6 hours/day = 324 hours
Total = 327 hours

APPENDIX B

A LISTING of the DUTIES, RESPONSIBILITIES and LIMITATIONS
of AUTHORITY of the RESIDENT PROJECT REPRESENTATIVE

The ENGINEER shall furnish a resident project representative (RPR), assistants and other field staff to assist the ENGINEER in inspecting performance of the work of the contractor. Through more extensive on-site inspections of the work in progress and field checks of materials and equipment by the RPR and assistance, the ENGINEER shall endeavor to provide further protection to the LPA against defects and deficiencies in the work; but, the furnishing of such services will not make the ENGINEER responsible for or guarantee the contractor's performance, nor assume any duty to supervise construction and safety procedures followed by the contractor or subcontractors. The duties and responsibilities of the RPR are limited to those of the ENGINEER in the ENGINEER'S AGREEMENT with the LPA and in the construction contract documents, and are further limited and described as follows:

- I. **GENERAL:** The RPR is the ENGINEER'S agent at the site, will act as directed by and under the supervision of the ENGINEER, and will confer with the ENGINEER regarding RPR's actions. The RPR's dealings in matters pertaining to the on-site work shall, in general, be with the ENGINEER and contractor, keeping the LPA advised as necessary. The RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the contractor. The RPR shall generally communicate with the LPA with the knowledge of and under the direction of the ENGINEER.
- II. **DUTIES and RESPONSIBILITIES of the RPR:**
 - A. **SCHEDULES:** Review progress schedule of shop drawing submittals and schedule of values prepared by the contractor and consult with the ENGINEER concerning acceptability.
 - B. **CONFERENCES and MEETINGS:** Attend meetings with the contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 - C. **LIAISON:**
 - 1) Serve as the ENGINEER's liaison with the contractor, working principally through the contractor's superintendent and assist in understanding the intent of the contract documents; and assist the ENGINEER in serving as the LPA's liaison with the contractor when the contractor's operations affect the LPA's on-site operations.

- 2) Assist in obtaining from the LPA additional details or information, when required for proper execution of the work.
- D. **SHOP DRAWINGS AND SAMPLES:**
 - 1) Record the date of receipt of shop drawings and samples.
 - 2) Take samples and receive samples that are furnished at the site by the contractor and notify the ENGINEER of availability of samples for examination.
 - 3) Advise the ENGINEER and the contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by the ENGINEER.
- E. **REVIEW of WORK, REJECTION of DEFECTIVE WORK, INSPECTIONS and TESTS:**
 - 1) Conduct on-site observations for the work in progress to assist the ENGINEER in determining if the work is, in general, proceeding in accordance with the contract documents.
 - 2) Report to the ENGINEER whenever the RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made, and advise the ENGINEER of work that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - 3) Verify that test, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the contractor maintains adequate records thereof, and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - 4) Accompany visiting inspectors representing the public or other agencies having jurisdiction over the project, record the results of these inspections and report to the ENGINEER.
- F. **INTERPRETATION of CONTRACT DOCUMENTS:** Report to the ENGINEER when clarifications and interpretation of the contract documents are needed and transmit to the contractor clarifications and interpretations as issued by the ENGINEER.

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completed and materials and equipment delivered to the site but not incorporated in the work 202

G. **MODIFICATIONS:** Consider and evaluate the contractor's suggestions for modifications in drawings or specifications and report with the RPR's recommendations to the ENGINEER. Transmit to the contractor decisions as issued by the ENGINEER.

H. **RECORDS:**

- 1) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarification and interpretations of the contract documents, progress reports, and other project related documents.
- 2) Keep a diary signed daily, recording the contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decision, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the ENGINEER.
- 3) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.

I. **REPORTS:**

- 1) Furnish the ENGINEER periodic reports as required of progress of the work and of the contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
- 2) Consult with the ENGINEER in advance of scheduled major tests, inspections or start of important phases of the work.
- 3) Draft proposed supplemental agreements, quantity adjustments and work directive changes, obtaining backup material from the contractor, and recommend supplemental agreements, quantity adjustments, work directive changes, and field orders to the ENGINEER.
- 4) Report immediately to the ENGINEER and to the LPA upon the occurrence of any accident.

J. **PAYMENT REQUESTS:** Review applications for payment with the contractor for compliance with the established procedure for their submission and forward with the RPR's recommendations to the ENGINEER, noting particularly the relationship of the payment requested to the schedule of values and work

K. **CERTIFICATES, MAINTENANCE and OPERATION MANUALS:** During the course of the work, verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to the ENGINEER for review and forwarding to the LPA prior to final payment for the work.

L. **COMPLETION:**

- 1) Before the ENGINEER issues a certificate of substantial completion, submit a list of observed items requiring completion or correction to the contractor.
- 2) Conduct a final inspection in the company of the ENGINEER, the LPA, the contractor, the MDOT, and FHWA, and prepare a final list of items to be completed or corrected.
- 3) Observe that all items on the final list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance.

III. **LIMITATIONS of AUTHORITY**

The resident project representative (RPR):

- A. Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by the ENGINEER.
- B. Shall not exceed the limitation of the ENGINEER's authority as set forth in the contract documents.
- C. Shall not undertake any of the responsibilities of the contractor, subcontractors or the contractor's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advise or directions are specifically required by the contract documents.
- E. Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.
- F. Shall not accept shop drawing or sample submittals from anyone other than the contractor.
- G. Shall not authorize the LPA to occupy the project in whole or in part.

H. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

APPENDIX C

FEDERAL PROVISIONS

The following required contract provisions shall apply to this contract and AGREEMENT:

- I. **CIVIL RIGHTS ACT:** The consultant will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49. Code of Federal Regulations, Part 21.
 - A. The consultant agrees to comply to the following: All contracts and subgrants in excess of \$10,000 shall include provisions for compliance with Executive Order No. 1246, entitled, "Equal Employment Opportunity," as supplemented in Department of Labor Regulations (41 CFR, Part 60). Each contractor or subgrantee shall be required to have an affirmative action plan which declares that it does not discriminate on the basis of race, color, religion, creed, national origin, sex, and age and which specifies goals and target dates to assure the implementation of that plan. The grantee shall establish procedures to assure compliance with this suspected or reported violations are promptly investigated.
 - B. The consultant agrees to comply with Title VI of the Civil Rights Act of 1964 as amended by 49 CFR 21 through Appendix C and 23 CFR 710.405(b).
 - C. Pursuant to Section 23.43 of 49 CFR Part 23, the following statements regarding disadvantaged business enterprises are included in, and made a part of the contract and AGREEMENT.
 1. (1) "Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with the federal funds under this AGREEMENT. Consequently the DBE requirements of 49 CFR Part 23 apply to this statement."
 - (2.) "DBE Obligation. The department and the consultant agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontractors financed in whole or in part with federal funds provided under this AGREEMENT. In this regard the department and the consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The department and the consultant shall no

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discriminate on the basis of race, color, national origin, or sex in the award and performance or DOT-assisted contracts."

- 2. The department shall advise the consultant that failure to carry out the requirements set for the in 23.43(a) shall constitute a breach of contract and, after the notification of the DOT, may result in termination of the contract by the department or such remedy as the department deems appropriate.

II. CONSTRUCTION ENGINEERING SERVICES: In accordance with 23 CFR 1204, Supp. D., Paragraphs e, f, and g, Attachment 0, and 49 CFR Part 18C, Paragraphs 12 and 13.

- A. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The grantee shall report all suspected or reported violations to the grantor agency.
- B. When required by the federal grant program legislation, all construction contracts awarded by grantees and subgrantees in excess of \$2,000 shall include a provision for compliance with the Davis Bacon Act (40 USC 276a to a7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week. The grantee shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The grantee shall report all suspected or reported violations to the grantor agency.
- C. Where applicable, all contracts awarded by grantees and subgrantees in excess of \$2,000 for construction contracts and excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standards work provided that the worker is compensated at a rate of not less than 1-1/2 times the basis rate of pay for all hours worked in the excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work surroundings or under working

conditions which are unsanitary, hazardous, or dangerous to his health and safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contacts for transportation or transmission of intelligence.

- D. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857[h]), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- E. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163).

III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS: Certification in accordance with 49 CFR Part 29, Subpart E, Section 29.510, Appendix A:

- A. The prospective primary participant certified to the best of its knowledge and belief, that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department of agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them of commission of fraud or a criminal offense in connection with obtaining, attempt in to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal state, or local) with commission of any other offenses enumerated in paragraph (1) (b) of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transaction (federal, state, or local) terminated for cause or default.

- B. Where the prospective primary participant is unable to certify to any of the statements in the certification, such prospective participant shall attach an explanation to this proposal.

DRAINAGE IMPROVEMENTS ON CENTRAL AVENUE

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PROJECT No. _____

I HEREBY CERTIFY that I am an officer and duly authorized representative of the firm of **SHOWS, DEARMAN & WAITS, Inc.**, which address is Post Office Box 1711, Hattiesburg MS 39403-1711, and that neither I nor the above firm I hereby represent has:

- a. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract;
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or
- c. paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any).

I ACKNOWLEDGE that this certificate is to be furnished to the Mississippi Department of Transportation and the Federal Highway Administration of the United States in connection with the contract involving participation of Federal Aid Funds and is subject to applicable state and federal laws, both criminal and civil.



[Signature]
Wallace, P.E.
Vice President

9-11-08
Date

DRAINAGE IMPROVEMENTS ON CENTRAL AVENUE

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PROJECT No. _____

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MINUTE BOOK 29


EXHIBIT "D"

I HEREBY CERTIFY that I am the Mayor of the City of Petal, Mississippi and that the ENGINEER or his representative have not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this contract to:

- a) employ or retain, or agree to employ or retain, any firm or person or,
- b) pay, or agree to pay any, to any firm or person, or organization any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any).

I ACKNOWLEDGE that this certificate is to be furnished to the Mississippi Department of Transportation and to the Federal Highway Administration in connection with the contract involving participation of Federal Aid Funds, and is subject to applicable state and federal laws, both criminal and civil.

Date



The Honorable Carl Scott
Mayor

EXHIBIT "D"

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INTENTIONALLY



EXHIBIT "E"

Annual PC & Computer Network Support Agreement

This Support Agreement, by and between Secure Networks, L.L.C., a Mississippi Limited Liability Company hereinafter referred to as Secure Networks, and the City of Petal, hereinafter referred to as "CLIENT". This Support Agreement applies to the CLIENT's PC and main IBM System Computer network as described below.

This agreement is for annual support services, to be billed on a monthly bases for PC and Network support and will be invoiced at \$1,040.00/month.

The initial agreement term is from 1 September 2008 to 30 September 2009 and renewed annually thereafter, at then current rates and upon the 1st day of the CLIENT's traditional Fiscal Year begin of 1 October.

This Support Agreement will provide the following services:

- Best effort or next business day response for on-site services, as required, for troubleshooting and configuring PCs, Printers, File Servers, Central Authentication Servers and other network devices for City Hall, Municipal Court, Police Department or any other department and or entity approved by the customer at their discretion.
- Unlimited email accounts and necessary installation and troubleshooting support.
- Web Hosting Space and Domain Name, i.e. PETAL-MS.GOV, management and support.
- All Local Area and Wide Networking Management and Support to Include Internet Connectivity, Local Area Network Equipment including the CLIENT's Internet Firewall and Virtual Private Network (VPN) support for CLIENT's Remote Access needs back to the CLIENT's Local Area Network and any CLIENT approved Vendor needing remote access and/or Technical Cooperation.
- Provide consulting services to city personnel concerning all computer and network issues.

The CLIENT acknowledges that he has read this Agreement, the terms and conditions of which are set forth on this page and in the Support Agreement Terms and Conditions document attached hereto, and understands it and agrees to be bound by its terms and conditions. Further, the CLIENT agrees that it is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

Secure Networks, L.L.C. Client: City of Petal
 Shawn C. Alford By: *[Signature]*
 Owner Name: *[Signature]*
 Title: Mayor
 Date: 08/25/08 Date: 9-23-08

Annual PC & Computer Network Support Agreement
Support Agreement Terms and Conditions

1. This Agreement will remain in force from the Commencement Date until the Support Termination Date and will then be automatically extended for annual periods at the then current fees.
2. Either CLIENT or Secure Networks can terminate the Support Agreement with a 30 day notice in the format of a letter signed by a CLIENT or Secure Networks authorized signature.
3. Secure Networks will provide to CLIENT, Personal Computer and Server and Network Support Services during Secure Networks' normal working hours on a first-in, first-out basis. (8am - 5pm CST), based on problem severity. Any work done outside of the normal service hours is subject to be allocated at 1.5 times the standard rate plus expenses. Following are support services to be provided under this Agreement:
 - a) Best effort or next business day response for on-site services, as required, for troubleshooting and configuring PCs, Printers, File Servers, Central Authentication Servers and other network devices for City Hall, Municipal Court, Police Department or any other department and/or entity approved by the customer at their discretion.
 - b) Unlimited email accounts and necessary installation and troubleshooting support.
 - c) Web Hosting Space and Domain Name management and support.
 - d) All Local Area and Wide Networking Management and Support to Include Internet Connectivity, Local Area Network Equipment including the CLIENT's Internet Firewall and Virtual Private Network (VPN) support for CLIENT's Remote Access needs back to the CLIENT's Local Area Network and any CLIENT approved Vendor's needing remote access.
 - e) Provide consulting services to city personnel concerning all computer and network issues.
4. Services NOT covered by this support agreement include:
 - a) Hardware maintenance or repairs to any non-PC related item. Repair of PC devices will be evaluated on a case-by-case basis with an evaluation of its economical costs to repair versus to replace.
 - b) Installation of Network Cabling. Exceptions will be made at the discretion of Secure Networks.
 - c) Software and Hardware which are no longer supported by their original manufacturer such as Microsoft Windows for Workgroups 3.11, Microsoft Windows 98, Microsoft Windows NT, Microsoft Windows ME and Microsoft Windows XP Home Edition are NOT supported under this agreement. Exceptions will be evaluated on a case-by-case basis and are approved at the discretion of Secure Networks.
 - d) Software and Hardware implemented into the CLIENT's environment by CLIENT or other vendor which do not meet the original Software and/or Hardware's compatibility approval to work together are subject to be excluded from support by Secure Networks.
 - e) Problems dealing with Applications Software.
 - f) Applications Software training.



5. Secure Networks will maintain a log of services provided. A minimum two hours will be logged for any on-site work required. CLIENT may be required to acknowledge on-site work performed by a work order sign-off.
6. The purchase of any hardware or software item required to establish or restore desired system functionality would be the responsibility of CLIENT. CLIENT will issue necessary purchase orders to procure the required item.
7. Reinstatement of this Agreement after having not been in force for sixty (60) days or less will be made retroactive to the date that the Agreement was terminated with no reinstatement charge.
8. The terms and conditions of this Agreement may be modified by Secure Networks effective on the date of automatic renewal by providing the CLIENT with one month's prior written notice. Any such modification will apply unless the CLIENT exercises the option to terminate this Agreement.
9. Otherwise, this Agreement can only be modified by a written agreement duly signed by a person authorized to sign agreements on behalf of the CLIENT and Secure Networks and variance from the terms and conditions of the Agreement in any CLIENT order or other modification will be of no effect.
10. Secure Networks' services provided outside the scope of this Agreement will be furnished at Secure Networks' applicable time, material billing rate and terms then in effect. Such services provided outside of the scope of this Agreement are at the discretion of Secure Networks.
11. Neither CLIENT nor Secure Networks is responsible for failure to fulfill its obligations under this Agreement due to causes beyond their reasonable control.
12. It is understood and agreed by the parties to hereto that if any part, term, or provision of this Agreement is by the courts held illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be constructed and enforced as if the Agreement did not contain the particular part, term or provision that is held to be invalid.
13. The parties agree that should either of them default in any of the covenants or agreements contained herein, the prevailing party shall be entitled to all costs and expenses including a reasonable attorney's fee, which may arise or accrue from enforcing this Agreement in a court of law.
14. Secure Networks agrees to maintain Liability Insurance Coverage during the life and term of the Agreement for a minimum coverage amount of \$1,000,000.00 to protect Secure Networks and CLIENT in the event damage to equipment/property occurs at the fault of Secure Networks.

EXHIBIT "F"

DESIGNATION OF APPLICANT AGENT

BE IT RESOLVED BY: City of Petal OF: Petal, Mississippi
Governing Body City, County, Other Entity

THAT Jay C. Estes, City Planning Consultant
Name of Designated Agent Official Position

ADDRESS: 312 Hemphill Street, TELEPHONE (W) 601-583-2182 ~~601-544-5968~~ 601-270-3888
Hattiesburg MS 39401

is hereby authorized to execute for and in behalf of The City of Petal
City, County, Other Entity

a public entity established under the laws of the State of Mississippi, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93-228), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized representative.

PASSED AND APPROVED THIS 16 DAY OF SEPTEMBER 2008

DAVID CLAYTON ALDERMAN WARD 1
Name and Title

KAY FAIRLEY ALDERWOMAN AT LARGE
Name and Title

JAMES MOORE ALDERMAN WARD 4
Name and Title

STEVE STRINGER ALDERMAN WARD 2
Name and Title

LIESA WEAVER ALDERWOMAN WARD 3
Name and Title

Name and Title

CERTIFICATION

I, CARL L SCOTT, duly appointed MAYOR Title

of CITY OF PETAL, do hereby certify that the above is a true and

correct copy of a resolution passed and approved by the CITY OF PETAL Governing Body

of PETAL, MISSISSIPPI on the 16 day of SEPTEMBER, 20 08.

SEPTEMBER 24, 2008
DATE

[Signature]
SIGNATURE

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the pay scale for the following employees at the Civic Center.

IT IS HEREBY ordered that the new pay scale for the Civic Center employees shall read as follow:

Gary Bullock \$ 9.76 per hour

IT IS FURTHER ordered that this pay scale shall become effective October 1, 2008.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 16th day of September, 2008.

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the pay scale for the following employees at the Building Department.

IT IS HEREBY ordered that the new pay scale for the Building Department employees shall read as follow:

Darrin Carroll \$17.73 per hour

Amy Heath \$13.68 per hour

IT IS FURTHER ordered that this pay scale shall become effective October 1, 2008.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 16th day of September, 2008.

ORDER

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the pay scale for the following employee for the Mayor's Secretary/Receptionist.

IT IS HEREBY ordered that the new pay scale for the Secretary/Receptionist shall read as follow:

Christy Kelly \$10.18 per hour

IT IS FURTHER ordered that this pay scale shall become effective October 1, 2008.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 16th day of September, 2008.

ORDER

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the pay scale for the following employees in the Water and Sewer Department.

IT IS HEREBY ordered that the new pay scale for the Water and Sewer Department employees shall read as follow:

Stacy Walters	\$	13.68	per hour
Ralph Eddlemon	\$	18.28	per hour
Robert Pearce	\$	11.62	per hour
Anthony Evans	\$	10.30	per hour
Tim Woods	\$	10.83	per hour
Jerry Bester	\$	9.50	per hour
Jessie Dickerson	\$	11.62	per hour
Andrew Weber	\$	11.62	per hour
Ryan Easley	\$	10.03	per hour
Steve Kennedy	\$	8.45	per hour

IT IS FURTHER ordered that this pay scale shall become effective October 1, 2008.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 16th day of September, 2008.

CITY OF PETAL
MINUTE BOOK 29

EXHIBIT "G"

ORDER

ORDER

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the pay scale for the following employees in the Solid Waste Department.

IT IS HEREBY ordered that the new pay scale for the Solid Waste employees shall read as follow:

Dale Nutting	\$	17.73	per hour
Derrick Brown	\$	10.84	per hour
Mitchell Carter	\$	9.50	per hour
Frank Rogers	\$	9.76	per hour
James Russell	\$	8.68	per hour
Christopher Hennis	\$	8.68	per hour
Andre McKinney	\$	10.84	per hour
Jason Showers	\$	10.56	per hour
Joseph Doherty	\$	8.45	per hour
James Havard	\$	10.81	per hour

IT IS FURTHER ordered that this pay scale shall become effective October 1, 2008.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 16th day of September, 2008.

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the pay scale for the following employees in the Street Department.

IT IS HEREBY ordered that the new pay scale for the Street Department employees shall read as follow:

Benjamin Burgess	\$	17.73	per hour
Allen Burns	\$	9.21	per hour
Wayne Graham	\$	12.47	per hour
Don Walters	\$	12.26	per hour
Stance Bradley	\$	8.68	per hour
Larry Carraway	\$	11.93	per hour
Charles Galjour	\$	9.76	per hour
David Schwandt	\$	10.85	per hour
Donald Stanley	\$	10.85	per hour
Joe Sullivan	\$	8.45	per hour

IT IS FURTHER ordered that this pay scale shall become effective October 1, 2008.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 16th day of September, 2008.

ORDER

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the pay scale for the following employees in the Recreation Department.

IT IS HEREBY ordered that the new pay scale for the Recreation Department employees shall read as follow:

Tom Hardges	\$	17.73	per hour
Dontay Hamlin	\$	10.69	per hour
Billy Young	\$	10.84	per hour
Doris Walters	\$	9.22	per hour
Richard Peterson	\$	9.76	per hour
Zachary Stevens	\$	8.45	per hour
Daniel Meadows	\$	9.22	per hour
Christopher Rogers	\$	8.68	per hour

IT IS FURTHER ordered that this pay scale shall become effective October 1, 2008.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 16th day of September, 2008.

ORDER

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the pay scale for Jean Ishee, City Clerk.

IT IS HEREBY ordered that the new pay scale for Jean Ishee shall be at the rate of pay of \$19.67 per hour, and shall be effective October 1, 2008 and until further orders of the Mayor and Board of Aldermen.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 16th day of September, 2008.

ORDER

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the pay scale for the policemen in the Police Department.

IT IS HEREBY ordered that the new pay scale for the Police Department

employees shall read as follow:

POLICE CHIEF	\$ 21.78 per hour
ASSISTANT CHIEF	\$ 19.19 per hour
SERGEANT	\$ 15.96 per hour
PATROLMAN 1 ST CLASS	\$ 14.70 per hour
PATROLMAN 2 ND CLASS	\$ 14.21 per hour
PATROLMAN 3 RD CLASS	\$ 13.73 per hour
PATROLMAN 4 TH CLASS	\$ 13.25 per hour
ANIMAL WARDEN	\$ 12.21 per hour
ADMINISTRATIVE ASST	\$ 13.68 per hour
CODE ENFORCER	\$ 15.38 per hour
MOTOR OFFICERS	\$ 1,000.00
CRIMINAL INVESTIGATIVE	\$ 1,000.00
VICE/NARCOTICS	\$ 1,000.00
TRAINING OFFICER	\$ 1,000.00

IT IS FURTHER ordered that this pay scale shall become effective October 1, 2008.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 16th day of September, 2008.

CITY OF PETAL

MINUTE BOOK 29

EXHIBIT "G"

ORDER

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the pay scale for the firefighters in the Fire Department.

IT IS HEREBY ordered that the new pay scale for the Fire Department

employees shall read as follow:

FIRE CHIEF	\$ 21.17 per hour
ASSISTANT CHIEF	\$ 19.29
LOGISTICS CHIEF	\$ 13.30
BATTALION CHIEF	\$ 13.30
LIEUTENANT	\$ 12.29
ENGINEER	\$ 12.09
1 ST CLASS FIREMAN	\$ 11.77
2 ND CLASS FIREMAN	\$ 11.30
3 RD CLASS FIREMAN	\$ 10.72
RECRUIT	\$ 9.77
PROBATIONARY	\$ 8.71

IT IS FURTHER ordered that this pay scale shall become effective October 1, 2008.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 16th day of September, 2008.

ORDER

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the pay scale for the following employees in the Judicial Department.

IT IS HEREBY ordered that the new pay scale for the Judicial Department

employees shall read as follow:

MICHELLE STREBECK	\$ 15.83 per hour
SHELIA SMALLWOOD	\$20,317.00
MICHAEL REED	\$16,898.00
JEFF HALL	\$ 5,800.00
JAMILA POWELL	\$ 8.87 per hour

IT IS FURTHER ordered that this pay scale shall become effective October 1, 2008.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 16th day of September, 2008.

ORDER

WHEREAS, the Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to set a pay scale for the dispatchers in the Petal Police Department.

IT IS HEREBY ordered that the pay scale for the dispatchers read as follows:

HEAD DISPATCHER	\$11.611	PER HOUR
1 ST CLASS	\$10.871	
2 ND CLASS	\$10.601	
3 RD CLASS	\$ 10.341	
RECRUIT	\$ 10.071	
RECEPTIONIST	\$ 8.45	
PT TIME DISPATCHER	\$ 6.968	

IT IS FURTHER ordered that this pay scale shall become effective October 1, 2008.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 16th day of September, 2008.

CITY OF PETAL
MINUTE BOOK 29

EXHIBIT "G"

ORDER

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the pay scale for the following employees in the Financial Department.

IT IS HEREBY ordered that the new pay scale for the Financial Department employees shall read as follow:

Melissa Martin	\$	13.68 per hour
Lynn Wheat	\$	13.68 per hour

IT IS FURTHER ordered that this pay scale shall become effective October 1, 2008.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 16th day of September, 2008.

EXHIBIT "H"



**PETAL FIRE DEPARTMENT
ADMINISTRATION OFFICE**

102 FAIRCHILD DRIVE PETAL, MS. 39465
601-705-0908 FAX 601-582-8341



Mayor & Board of Alderman,

I would like to request the promotions of the following firefighters for the City of Petal. They have all met the requirements to move to the next advancement of their career.

- Landon Fordham 2nd class to 1st class
- Luke Fordham 2nd class to 1st class
- Jeremiah Hill 3rd class to 2nd class
- Ryan Swartz 3rd class to 2nd class
- Timothy Dye Recruit to 3rd class
- Desmond Escobar Recruit to 3rd class
- Adam James Recruit to 3rd class
- Brian Wells Recruit to 3rd class
- Jason Wilson Recruit to 3rd class
- T.J. Burkhalter Recruit to 3rd class
- Chad Lewis Probationary to Recruit
- Richard Steele Probationary to Recruit
- Owen Scott Probationary to Recruit

Effective 10/1/08

Thanks in advance,

A handwritten signature in black ink, appearing to read "Shane Pickett".

Shane Pickett
Asst. Chief

EXHIBIT "I"

REQUESTING THE PROMOTIONS OF THE FOLLOWING POLICE/DISPATCHERS FOR THE CITY OF PETAL
EFFECTIVE OCTOBER 1, 2008.

LEONARD FULLER	ASSISTANT CHIEF
JUSTIN LEWIS	FIRST CLASS
JOSH BARHAM	2 ND CLASS
JOSHUA CRAFT	2 ND CLASS
MICKEY HURT	2 ND CLASS
MICHAEL KELLY	2 ND CLASS
ADAM COCHRAN	3 RD CLASS
MARCUS O'QUINN	3 RD CLASS
ASHLEY RUPLE	3 RD CLASS
SHAUNA HARVEY	HEAD DISPATCHER
TERESA LEE	2 ND CLASS



Certificate of Attendance

The University of Mississippi Law Center
Awards this Certificate to

Michelle Strebeck
for having attended the

Municipal Court Clerks Statewide Seminar
Pearl River Resort - Silver Star Convention Center
September 4-5, 2008
conducted by the

Mississippi Judicial College

Linda E. Beasley
Program Manager
William D. Davis
Director

CITY OF PEARL RIVER
MINUTE BOOK 29

EXHIBIT



2008 Fall Professional Judicial Development

The Mississippi Judicial College certifies that

MICHELLE STREBECK

*Attended the above program
at the Silver Star Convention Center in Choctaw, Mississippi
on September 3-4, 2008
and is awarded Continuing Judicial Education Credits
6 hours*

Linda E. Beasley
Program Manager
Mississippi Judicial College
The University of Mississippi Law Center

William D. Davis
Director
Mississippi Judicial College
The University of Mississippi Law Center

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