MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
October 1, 2013
6:00 PM

INVOCATION

PLEDGE OF ALLEGIANCE

CONSIDERATION OF MINUTES FROM PRIOR BOARD MEETING

Approve Minutes of September 17, 2013 Mayor & Board of Aldermen Meeting

CONSIDERATION OF MINUTES FROM PRIOR WORK SESSION

Approve Minutes of September 16, 2013 Work Session

1. AGENDA ITEMS

a) Code Enforcement Hearing- 509 South Wheatley Street

b) Code Enforcement Hearing- 128 Chinquipin Cove

c) Code Enforcement Hearing- 622 Ralde Circle

2. CONSENT ITEMS

a) Approve Amendment No. 1 to the Prefessional Services Agreement with Waggoner Engineering, Inc. for the City Center Site Development project - Rice Road Extension Enviornmental Assessment (Community Development)

b) Approve Rental Agreement with RJ Young for Equipment Lease (Administration)

c) Approve Rental Agreement with RJ Young for Equipment Lease (Administration)

d) Adopt Resolution Opposing A Reduction or Elimination of the Tax Exemption on Municipal Bond Interest

e) Adopt Resolution in Support of the Marketplace Fairness Act (S336 and HR684)

f) Approve Donation of 2011 Cadillac Escalade (VIN # 1GYS4CEF0BR267952) in lieu of a Three Year $20,000 Per Year Park & Recreation Sponsorship and Designation of Presenting Sponsor for Celebrate America (Park)

g) Approve Agreement with Mag Ridge BMX Parents and Riders Assocation, Inc.

h) Approve Harrell's As Sole Source Provider for Fertilizer with Ronstar (Parks)

i) Approve Generator Service Agreement with Taylor Power System (Police)

j) Approve Special Event Permit Application for Olde Towne Middle School 5K Run/Walk (Police)

k) Approve Special Event Permit Application for RHS Homecoming Parade (Police)

l) Approve Special Event Permit Application for First Pres Day School Holiday Potpourri (Police)

m) Approve Special Event Permit Application for Southern AgCredit Half Marathon (Police)

n) Approve Special Event Permit Application for City of Ridgeland's Trunk or Treat (Police)

o) Approve Special Event Permit Application for Business Communications Inc. Open House (Police)

p) Approve T-Mobile Consent Letter to Work on Old Canton Road Tank Tower (Public Works)

q) Authorization to Advertise for Bids for Emergency Debris Removal (Public Works)

r) Authorization to Advertise for Bids for Asphalt Recycler Machine (Public Works)

s) Approve Sole Source Letter from Badger Meter, Inc. (Public Works)

t) Approve Keep America Beautiful Conference Travel Pay for Lea Anne Stacy (Public Works)

u) Approve Craft Center Parking Lot Project "B" Design Contract Approval with Waggoner Engineering, Inc. Pending MDOT Approval (Public Works)

v) Award Bid for Jackson Street Lift Station Removal (Public Works)

w) Approve Payment of Revised Estimate #9/Lake Harbour Drive Widening/Project #STP-8323-00(003)/104840701 (Public Works)

3. PAYMENT OF CLAIMS

a) Approve Payment of Claims 110920 thru 111221 and September 20, 2013 Payroll ($2,146,391.10)

ADJOURNMENT

INFORMATION FOR MAYOR AND BOARD

Attorney Statement for Services Through September 20, 2013

September 2013 Privilege License Report

MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
September 17, 2013
6:00 PM

The Mayor called the second regular September 17, 2013 meeting of the Mayor and Board of Aldermen to order. Present were Mayor Gene F. McGee, Alderman D. I. Smith, Alderman Wesley Hamlin, Alderman Chuck Gautier, Alderman Brian Ramsey, Alderman Ken Heard, Alderman Scott Jones, City Attorney James Gabriel and City Clerk Paula Tierce. Absent was Alderman Kevin Holder. The meeting was opened with an invocation by Mayor Gene McGee followed by the Pledge of Allegiance.

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The Mayor and Board of Aldermen were provided the August 2013 Financial Statement and the September 2013 Sales Tax Report.

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Next came the matter of accepting the Minutes of the September 3, 2013 Mayor and Board of Aldermen Meeting. The Minutes were accepted with no corrections noted.

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Next came the request by Alan Hart, Community Development Director, to approve a conditional use permit for Residence at Ridgeland, LLC. Alderman Scott Jones moved to adopt an Ordinance Approving the Petition and Application for a Conditional Use Permit for Residence at Ridgeland, LLC. The Motion was seconded by Alderman D. I. Smith and a vote was taken thereon as follows:

Alderman D. I. Smith	Aye
Alderman Scott Jones	Aye
Alderman Wesley Hamlin	Aye
Alderman Chuck Gautier	Aye
Alderman Kevin Holder	Absent
Alderman Brian Ramsey	Aye

The Mayor then declared the Motion carried. A copy of the Ordinance Approving the Petition and Application for a Conditional Use Permit for Residence at Ridgeland, LLC is attached hereto as Exhibit "A".

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CONSENT AGENDA

Next came the matter of the items set out on the Consent Agenda. Alderman Ken Heard moved to approve the Consent Agenda:

a) Approve Site/Architectural Plan for Residence at Ridgeland, LLC – *Order Attached Hereto As Exhibit "B"*

b) Approve Variance Requests for Bridgewater 12 – *Order Attached Hereto As Exhibit "C"*

c) Approve Letter of Engagement with Fortenberry & Ballard, PC for FY 2013 Audit – *Order Attached Hereto As Exhibit "D"*

d) Adopt Ordinance Establishing Compensation for Beautification Committee Members – *Order Attached Hereto As Exhibit "E"*

e) Approve Appointment of Claire Jackson to Beautification Committee – *Order Attached Hereto As Exhibit "F"*

f) Approve Adding Additional Equipment to Star Services, Inc. Contract – *Order Attached Hereto As Exhibit "G"*

g) Approve Personnel Changes Adopted in FY 2014 Budget – *Order Attached Hereto As Exhibit "H"*

h) Approve Numbers 2014-00001 thru 2014-99999 for Privilege License for FY 2014 – *Order Attached Hereto As Exhibit "I"*

i) Approve Special Event Application for Mayor's Fun Walk – *Order Attached Hereto As Exhibit "J"*

j) Approve Special Event Application for Kincade's Fine Clothing – *Order Attached Hereto As Exhibit "K"*

k) Approve FY 13-14 Edward Byrne Memorial Local Law Solicitation Grant Information – *Order Attached Hereto As Exhibit "L"*

l) Approval of Public Works Annual Term Bids – *Order Attached Hereto As Exhibit "M"*

m) Approval of Professional Services Contract with Eco-Systems for Phase II Stormwater Implementation – *Order Attached Hereto As Exhibit "N"*

n) Approval of Professional Services Contract with Waggoner Engineering for Surveying and Mapping on Jackson Street Multi-Use Path Project – *Order Attached Hereto As Exhibit "O"*

o) Approval of Professional Services Contract with Waggoner Engineering for CE&I on Craft Center Parking Improvements Project "A" – *Order Attached Hereto As Exhibit "P"*

p) Approve Rolling Over $50,000.00 from FY 2013 Budget to FY 2014 Budget to Purchase Asphalt Roller – *Order Attached Hereto As Exhibit "Q"*

The Motion was seconded by Alderman Brian Ramsey and a vote was taken thereon as follows:

Alderman D. I. Smith	Aye
Alderman Scott Jones	Aye
Alderman Wesley Hamlin	Aye
Alderman Chuck Gautier	Aye
Alderman Kevin Holder	Absent
Alderman Brian Ramsey	Aye
Alderman Ken Heard	Aye

The Mayor then declared the Motion carried.

****

PAYMENT OF CLAIMS

There next came for consideration the matter of payment of claims. Alderman D. I. Smith moved that claim numbers 110665 through 110919 and the September 6, 2013 Payroll, which totals $1,366,605.39, be approved and paid. The Motion was seconded by Alderman Wes Hamlin and a vote was taken thereon as follows:

Alderman D. I. Smith	Aye
Alderman Scott Jones	Aye
Alderman Wesley Hamlin	Aye

Alderman Chuck Gautier	Aye
Alderman Kevin Holder	Absent
Alderman Brian Ramsey	Aye
Alderman Ken Heard	Aye

The Mayor then declared the Motion carried.

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Alderman Brian Ramsey moved that the meeting be closed to determine the necessity for an executive session. The Motion was seconded by Alderman Scott Jones and a vote was taken thereon as follows:

Alderman D. I. Smith	Aye
Alderman Scott Jones	Aye
Alderman Wesley Hamlin	Aye
Alderman Chuck Gautier	Aye
Alderman Kevin Holder	Absent
Alderman Brian Ramsey	Aye
Alderman Ken Heard	Aye

The Mayor declared the Motion carried.

The meeting was closed and discussion followed regarding the necessity of going into executive session to discuss pending and potential litigation.

Alderman Chuck Gautier moved that the Mayor and Board of Aldermen go into executive session. The Motion was seconded by Alderman Brian Ramsey and a vote was taken thereon as follows:

Alderman D. I. Smith	Aye
Alderman Scott Jones	Aye
Alderman Wesley Hamlin	Aye
Alderman Chuck Gautier	Aye
Alderman Kevin Holder	Absent
Alderman Brian Ramsey	Aye
Alderman Ken Heard	Aye

The Mayor declared the Motion carried.

The Mayor reopened the meeting and announced that, by unanimous vote, the Mayor and Board of Aldermen were going into executive session to discuss pending and potential litigation.

The meeting was then closed and the Board went into executive session.

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EXECUTIVE SESSION

Present were Mayor Gene F. McGee, Alderman D. I. Smith, Alderman Chuck Gautier, Alderman Scott Jones, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Brian Ramsey, City Clerk Paula Tierce, City Attorney James Gabriel, Community Development Director Alan Hart, Attorney Amanda Tollison, and Jason Dean, Ph.D.

(Mayor Gene McGee left the meeting at 6:45 p.m.)

Alderman Chuck Gautier moved that the Board come out of executive session. The Motion was seconded by Alderman D. I. Smith and a vote was taken thereon as follows:

Alderman D. I. Smith	Aye
Alderman Scott Jones	Aye
Alderman Wesley Hamlin	Aye

Alderman Chuck Gautier	Aye
Alderman Kevin Holder	Absent
Alderman Brian Ramsey	Aye
Alderman Ken Heard	Aye

Mayor Pro Tempore declared the Motion carried.

****

The meeting was reopened, whereupon, the Mayor Pro Tempore informed the public that no action was taken during executive session.

ADJOURNMENT

There being no further business before the Mayor and Board of Aldermen, the Mayor Pro Tempore declared the second regular September 17, 2013 meeting adjourned at 7:21 p.m.

WITNESS MY SIGNATURE, this the _____ day of September, 2013.

_____
GENE F. MCGEE, MAYOR

ATTEST:

_____
PAULA TIERCE, CITY CLERK

MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF RIDGELAND
SEPTEMBER 16, 2013
6:00 P.M.

The Mayor, Gene F. McGee, opened the work session of September 16, 2013 of the Mayor and Board of Aldermen. Present were Mayor Gene McGee, Alderman D. I. Smith, Alderman Wes Hamlin, Alderman Scott Jones, Alderman Kevin Holder, Alderman Chuck Gautier, City Clerk Paula Tierce, City Attorney James Gabriel, and City Attorney Jerry Mills. Absent was Alderman Brian Ramsey.

Mayor Gene McGee welcomed Boy Scout Troop 184 from Highlands Presbyterian Church to the meeting. Present, representing Boy Scout Troop 184, were Scout Master Ken Bartosek, Assistant Scout Master Rik Tice, and Scouts Davis Woodson, Doug Tice, Joseph Tice, Daniel Hitts, Aditya Surakanti, Josh Clanton, and Will Trotter.

(Alderman Brian Ramsey Entered Meeting @ 6:05 p.m.)

The Mayor presented the proposed agenda, attached hereto as Exhibit "A", and each item was discussed with no action being taken by the Mayor & Board of Aldermen.

Mr. Terry Huie made a presentation to the Mayor & Board of Alderman regarding the recycle program to the Mayor & Board of Aldermen.

The meeting adjourned at 6:50 p.m.

WITNESS MY SIGNATURE, this the _____ day of September, 2013.

_____
Gene F. McGee, Mayor

ATTEST:

_____
Paula Tierce, City Clerk

the city of RIDGELAND

community development

MEMORANDUM

To: Alan Hart

From: Drew Smith, Code Enforcement Officer
Community Development Department

APPROVED 9/13/13

Date: October 1, 2013

Re: Code Enforcement

I recommend that we set a hearing date for Cleaning of Private Property for the following properties. I have determined that these properties are in need of cleaning due to various health, safety, and welfare hazards. The hearings would be best scheduled for the first meeting in October (October 1, 2013). Once we have a confirmed a hearing date, we will issue the required Notice to the property owners.

509 South Wheatley Street (Kenneth Crook)
128 Chinquipin Cove (Kenneth Crook)

Thank you for your consideration of this matter. Please contact me if you have any questions.

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.856.7113 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Alan Hart, asla – director of community development

board of alderman: D.I. Smith - at-large • Ken Heard, cmo - ward 1, mayor pro tempore • Chuck Gautier, cmo - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Scott Jones, cmo - ward 5 • Wesley Hamlin, cmo - ward 6

the city of RIDGELAND

community development

September 13, 2013

NOTICE OF HEARING

To: Kenneth Crook
507 Harvest Drive
Ridgeland, MS 39157

You have been made a party in a hearing to be conducted before the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi to determine pursuant to Mississippi Code 21-19-11 whether a parcel of land located at **509 South Wheatley Street, Ridgeland, MS 39157,** owned by you, is in such a state of uncleanliness to be a menace to the public health, safety, and/or welfare of the community.

It is in your best interest to be present before the Mayor and Board of Aldermen of the City of Ridgeland at its meeting dated **Tuesday, October 1, 2013, at 6:00p.m.** at the Ridgeland City Hall, 304 Highway 51, Ridgeland, Mississippi 39157, wherein the determination of whether your property is a menace to public health and safety of the community will be made. Should you not be present, a finding that it is a menace to the public health, safety, and/or welfare of the community may be made. Adjudication at this hearing will authorize the City of Ridgeland to enter and clean this property, and all costs associated with the cleaning may become a civil debt against you or become an assessment against the property. Adjudication would also authorize the City of Ridgeland to reenter and clean the property for a period of one (2) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at Ridgeland City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

Should you have any questions prior to the scheduled hearing, please contact **Drew Smith, City of Ridgeland Code Enforcement Officer**, at 601-856-3877 during normal business hours.

Issued under my hand, this the 13TH day of SEPTEMBER, 2013.

CITY OF RIDGELAND, MISSISSIPPI

BY:_____

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
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509 S. Wheatley St.

9/13/2013

APPROVED

9/13/13

City Of Ridgeland

Inspection Rejected _____

By _____

the city of RIDGELAND

community development

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director of community development

ve • Chuck Gautier, cmo - ward 2
5 • Wesley Hamlin, cmo - ward 6

City Of Ridgeland

Inspection Rejected _____

By _____

09.13.2013 15:05

the city of RIDGELAND
community development

September 13, 2013

NOTICE OF HEARING

To: Kenneth Crook
P. O. Box 2991
Ridgeland, MS 39158

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September 13, 2013

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09.13.2013 14:38

the city of RIDGELAND

community development

MEMORANDUM

To: Alan Hart

From: Drew Smith, Code Enforcement Officer
Community Development Department

APPROVED 9/13/13

Date: October 1, 2013

Re: Code Enforcement

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509 South Wheatley Street (Kenneth Crook)
128 Chinquipin Cove (Kenneth Crook)

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the city of RIDGELAND

community development

September 13, 2013

NOTICE OF HEARING

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128 Chinquipin Cove

9/13/2013

APPROVED

9/13/13

the city of RIDGELAND

community development

September 13, 2013

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Ridgeland, MS 39157

You have been made a party in a hearing to be conducted before the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi to determine pursuant to Mississippi Code 21-19-11 whether a parcel of land located at **509 South Wheatley Street, Ridgeland, MS 39157,** owned by you, is in such a state of uncleanliness to be a menace to the public health, safety, and/or welfare of the community.

It is in your best interest to be present before the Mayor and Board of Aldermen of the City of Ridgeland at its meeting dated **Tuesday, October 1, 2013, at 6:00p.m.** at the Ridgeland City Hall, 304 Highway 51, Ridgeland, Mississippi 39157, wherein the determination of whether your property is a menace to public health and safety of the community will be made. Should you not be present, a finding that it is a menace to the public health, safety, and/or welfare of the community may be made. Adjudication at this hearing will authorize the City of Ridgeland to enter and clean this property, and all costs associated with the cleaning may become a civil debt against you or become an assessment against the property. Adjudication would also authorize the City of Ridgeland to reenter and clean the property for a period of one (2) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at Ridgeland City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

Should you have any questions prior to the scheduled hearing, please contact **Drew Smith, City of Ridgeland Code Enforcement Officer**, at 601-856-3877 during normal business hours.

Issued under my hand, this the 13TH day of SEPTEMBER, 2013.

CITY OF RIDGELAND, MISSISSIPPI

BY: _____

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.856.7113 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Alan Hart, asla – director of community development

board of alderman: D.I. Smith - aHarge • Ken Heard, cmo - ward 1, mayor pro tempore • Chuck Gautier, cmo - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Scott Jones, cmo - ward 5 • Wesley Hamlin, cmo - ward 6

09.13.2013 14:38

the city of RIDGELAND

community development

September 13, 2013

NOTICE OF HEARING

To: Kenneth Crook
P. O. Box 2991
Ridgeland, MS 39158

You have been made a party in a hearing to be conducted before the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi to determine pursuant to Mississippi Code 21-19-11 whether a parcel of land located at **128 Chinquipin Cove, Ridgeland, MS 39157,** owned by you, is in such a state of uncleanliness to be a menace to the public health, safety, and/or welfare of the community.

It is in your best interest to be present before the Mayor and Board of Aldermen of the City of Ridgeland at its meeting dated **Tuesday, October 1, 2013, at 6:00p.m.** at the Ridgeland City Hall, 304 Highway 51, Ridgeland, Mississippi 39157, wherein the determination of whether your property is a menace to public health and safety of the community will be made. Should you not be present, a finding that it is a menace to the public health, safety, and/or welfare of the community may be made. Adjudication at this hearing will authorize the City of Ridgeland to enter and clean this property, and all costs associated with the cleaning may become a civil debt against you or become an assessment against the property. Adjudication would also authorize the City of Ridgeland to reenter and clean the property for a period of one (2) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at Ridgeland City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

09-13-2013 14:56

Should you have any questions prior to the scheduled hearing, please contact **Drew Smith, City of Ridgeland Code Enforcement Officer**, at 601-856-3877 during normal business hours.

128
09.13.2013 14:56

the city of RIDGELAND

community development

MEMORANDUM

To: Alan Hart

From: Drew Smith, Code Enforcement Officer DS
Community Development Department

Date: October 1, 2013

Re: Code Enforcement

APPROVED
9/4/2013

I recommend that we set a hearing date for Cleaning of Private Property for the following properties. I have determined that these properties are in need of cleaning due to various health, safety, and welfare hazards. The hearings would be best scheduled for the first meeting in October (October 1, 2013). Once we have a confirmed a hearing date, we will issue the required Notice to the property owners.

622 Ralde Circle (Steven Winter)

Thank you for your consideration of this matter. Please contact me if you have any questions.

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.856.7113 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Alan Hart, asla – director of community development

board of alderman: D.I. Smith - at-large • Ken Heard, cmo - ward 1, mayor pro tempore • Chuck Gautier, cmo - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Scott Jones, cmo - ward 5 • Wesley Hamlin, cmo - ward 6

the city of RIDGELAND

community development

September 4, 2013

NOTICE OF HEARING

To: Steven Winter
622 Ralde Circle
Ridgeland, MS 39157

You have been made a party in a hearing to be conducted before the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi to determine pursuant to Mississippi Code 21-19-11 whether a parcel of land located at **622 Ralde Circle, Ridgeland, MS 39157,** owned by you, is in such a state of uncleanliness to be a menace to the public health, safety, and/or welfare of the community.

It is in your best interest to be present before the Mayor and Board of Aldermen of the City of Ridgeland at its meeting dated **Tuesday, October 1, 2013, at 6:00p.m.** at the Ridgeland City Hall, 304 Highway 51, Ridgeland, Mississippi 39157, wherein the determination of whether your property is a menace to public health and safety of the community will be made. Should you not be present, a finding that it is a menace to the public health, safety, and/or welfare of the community may be made. Adjudication at this hearing will authorize the City of Ridgeland to enter and clean this property, and all costs associated with the cleaning may become a civil debt against you or become an assessment against the property. Adjudication would also authorize the City of Ridgeland to reenter and clean the property for a period of two (2) years after the hearing without any further hearing if notice is posted on the property or parcel of land and at Ridgeland City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

Should you have any questions prior to the scheduled hearing, please contact **Drew Smith, City of Ridgeland Code Enforcement Officer**, at 601-856-3877 during normal business hours.

Issued under my hand, this the 4TH day of SEPTEMBER, 2013.

CITY OF RIDGELAND, MISSISSIPPI

BY: _____

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.856.7113 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Alan Hart, asla – director of community development

board of alderman: D.I. Smith - at-large • Ken Heard, cmo - ward 1, mayor pro tempore • Chuck Gautier, cmo - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Scott Jones, cmo - ward 5 • Wesley Hamlin, cmo - ward 6

622 Ralde Circle 9/4/2013

APPROVED 9/4/2013

City Of Ridgeland

City O

City Of Ridgeland

09.04.2013 13:39

IMPORTANT!

622
09.04.2013 13:39

the city of RIDGELAND

community development

September 4, 2013

NOTICE OF HEARING

To: Steven Winter
622 Ralde Circle
Ridgeland, MS 39157

You have been made a party in a hearing to be conducted before the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi to determine pursuant to Mississippi Code 21-19-11 whether a parcel of land located at **622 Ralde Circle, Ridgeland, MS 39157**, owned by you, is in such a state of uncleanliness to be a menace to the public health, safety, and/or welfare of the community.,

It is in your best interest to be present before the Mayor and Board of Aldermen of the City of Ridgeland at its meeting dated **Tuesday, October 1, 2013, at 6:00p.m.** at the Ridgeland City Hall, 304 Highway 51, Ridgeland, Mississippi 39157, wherein the determination of whether your property is a menace to public health and safety of the community will be made. Should you not be present, a finding that it is a menace to the public health, safety, and/or welfare of the community may be made. Adjudication at this hearing will authorize the City of Ridgeland to enter and clean this property, and all costs associated with the cleaning may become a civil debt against you or become an assessment against the property. Adjudication would also authorize the City of Ridgeland to reenter and clean the property for a period of two (2) years after the hearing without any further hearing if notice is posted on the property or parcel of land and at Ridgeland City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

Should you have any questions prior to the scheduled hearing, please contact **Drew Smith, City of Ridgeland Code Enforcement Officer**, at 601-856-3877 during normal business hours.

Issued under my hand, this the 4TH day of SEPTEMBER, 2013.

CITY OF RIDGELAND, MISSISSIPPI

BY: _____

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.856.7113 • www.ridgelandms.org

09.04.2013 13:28

Gene F. McGee, cmo - mayor • Alan Hart, asla – director of community development

board of alderman: D.L. Smith - at-large • Ken Heard, cmo - ward 1, mayor pro tempore • Chuck Gautier, cmo - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Scott Jones, cmo - ward 5 • Wesley Hamlin, cmo - ward 6

the city of RIDGELA

community developme

August 21,

To: Jose
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the city of RIDGELAND

community development

MEMORANDUM

To: Mayor and Board of Aldermen

From: Alan Hart, Director
Community Development Department

Date: September 17, 2013

Re: Approve Amendment No. 1 to the Prefessional Services Agreement with Waggoner Engineering, Inc. for the City Center Site Development project

I recommend that the Mayor and Board of Aldermen approve the above referenced amendment. I have been kept informed on the reviews from the National Park Service and find that this amendment request is warranted based on the extensive coordination that has been required above and beyond the originally anticipated scope of work for the Rice Road Extension Environmental Assessment. I have verified with Administration that there are sufficient funds in the City Center account to cover the $7,000 increase. No budget amendment is necessary for this request. Thank you for your consideration of this matter. Please contact me if you have any questions.

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.856.7113 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Alan Hart, asla – director of community development

board of aldermen: D.I. Smith - at-large • Ken Heard, cmo - ward 1, mayor pro tempore • Chuck Gautier, cmo - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Scott Jones, cmo - ward 5 • Wesley Hamlin, cmo - ward 6

Waggoner Engineering, Inc.
143-A LeFleurs Square
Jackson, MS 39211-5525

P.O. Box 12227
Jackson, MS 39236-2227

601-355-9526 Voice
800-661-3733 Toll-Free
601-352-3945 Fax

www.waggonereng.com

WAGGONER

September 16, 2103

City of Ridgeland
Post Office Box 217
Ridgeland, MS 39158-0217

ATTN: Mr. Alan Hart, ASLA
Director of Community Development

RE: Amendement No.1 to the Professional Services Agreement
City Center Site Development
City of Ridgeland, Mississippi

Dear Alan:

Thank you for your confidence in Waggoner Engineering, Inc. to serve the City of Ridgeland in meeting its needs for engineering services. We have enclosed Amendment No. 1 to our Professional Services Agreement for the City Center Site Development project we discussed recently.

The Amendment reflects additional services in connection with the Rice Road Extension Environmental Assessment. These services include additional efforts to address National Park Service comments related to the evaluation of traffic impacts of the future development, preparation of additional wetland analysis backup data, and preparation of additional maps and exhibits. Services also include response to four iterations of comments provided by the National Park Service.

If our amended Agreement is acceptable to you and the Board, please sign both copies and return one (1) copy to us for our records. Again, thank you for your confidence in Waggoner Engineering, Inc. and for this opportunity to be of service to you.

Sincerely,

Brian W. Nettles, P.E.
Deputy Director, Civil / Structural /Aviation Division

AMENDMENT NO. 1 to the
PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: **City Center Site Development**
City of Ridgeland, Mississippi

This Agreement is by and between

City of Ridgeland
Post Office Box 217
Ridgeland, MS 39158-0217

hereafter referred to as the "Client", and

Waggoner Engineering, Inc. (Waggoner)
143-A LeFleurs Square
P.O. Box 12227
Jackson, Mississippi 39236-2227

WHEREAS, the Client and Waggoner Engineering, Inc. entered into a Professional Services Agreement dated May 2, 2012 and,

WHEREAS, the City of Ridgeland has requested additional services in connection with the Environmental Assessment for the National Park Service for the proposed Rice Rd extension,

THEREFORE, both parties mutually agree as follows:

Delete the existing Exhibit I – Compensation Schedule and Exhibit IC – Special Services and replace with Exhibit I – Compensation Schedule and Exhibit IC – Special Services that are attached. All other sections of the original agreement not amended shall remain in full force and in effect for the duration of this amended period.

Waggoner Engineering, Inc.	City of Ridgeland, Mississippi
James L. Hust, III P.E. President	**Accepted:** _____ Gene F. McGee Mayor

Date: _____

EXHIBIT I
COMPENSATION SCHEDULE:

Waggoner Engineering proposes to provide Design Phase Services **and Special Services – Rice Road Extension Environmental Assessment – NPS Response** on a lump sum basis and all other services on an hourly basis according to the attached Exhibit III, Hourly Rate Schedule. The estimated costs for each portion of work are as follows:

Task	**Existing Budget**	**Proposed Budget**
Design Phase Services (EDI Grant Eligible)	13,500	13,500
Bidding & Contracting Phase Services (EDI Grant Eligible)	6,500	6,500
Special Services (Non EDI Grant Eligible) **		
Rice Road Extension Environmental Assessment	9,300	9,300
Rice Road Extension Environmental Assessment – NPS Response	**-**	**7,000**
Preparation of Plats and Descriptions (1 parcel)	4,800	4,800
Natchez Trace Right of Way Application and Construction Permitting	4,500	4,500
Additional Services (Non EDI Grant Eligible)	Hourly as Requested	Hourly as Requested
TOTAL	**$38,600**	**45,600**

** Should extensive coordination with the National Park Service or other regulatory agency be required, it may be necessary to revise this Agreement to reflect these additional efforts.

Waggoner Engineering will notify the City of Ridgeland in advance of any change in the project requirements that would cause a modification to the above costs. Compensation for the professional services provided will not exceed the amounts listed above without prior approval from the City.

EXHIBIT IC

SPECIAL SERVICES

1.0 Rice Road Extension Environmental Assessment. The purpose of the Environmental Assessment is to examine alternative options of the proposed extension of Rice Road into the City Center site in terms of how each option impacts the surrounding environment.

1.1 Perform a Conceptual Design of the proposed roadway for the purpose of identifying the project limits for the Environmental Assessment and development of Plats and Descriptions.

1.2 Impact Topics to be considered include: Air Quality, Cultural Resources (including archaeology and historic structures), Energy/Resource Conservation, Environmental Justice, Exotic Species, Floodplains, Geology (including caves), Migratory Birds, Native American Sites, Night Sky, Paleontology, Park Operations, Prime/Unique Farmlands, Socioeconomic, Soils (including erosion) Soundscapes, Threatened/Endangered/State-listed Species (including critical habitat) Vegetation, Viewshed, Visitor Experience and Safety, Water Quality, Wetlands and Wildlife Habitat.

1.3 Perform research of existing and publically available information and field reconnaissance of the project site.

1.4 Prepare an Environmental Screening Form for each option to identify areas (Impact Topics) that will need to be examined in detail in an Environmental Assessment.

1.5 Examine the selected impact topic for each alternative using the following measures:

- Context (site-specific, local, regional?)
- Intensity (negligible, minor, moderate, major?)
- Duration (short or long term?)
- Type (beneficial, adverse?)
- Focus (direct or indirect?)
- Cumulative impact in terms of time and space

1.6 Propose mitigating measures that would lessen the intensity of any impact, and draft a finding as to whether each impact under each alternative is likely to result in impairment to Park resources (after application of mitigating measures).

1.7 Consult with the U.S. Fish and Wildlife Service; MS Dept of Wildlife, Fisheries, and Parks; U.S. Army Corps of Engineers; the Choctaw and Chickasaw Indian Tribes; MS Department of Environmental Quality; National Resources Conservation Service; and the State Historic Preservation Officer as applicable while researching and drafting the findings.

1.8 If the preferred alternative has the potential to adversely impact wetlands and/or floodplains, then prepare an appropriate Statement of Findings in conjunction with the draft EA.

1.9 Provide for a public review of the draft EA via one public meeting or open house and/or public notification of documents available for review.

1.10 Transmit the draft Environmental Assessment to National Park Service for comment or final determination; respond to review comments.

1.11 Not included are additional services associated with completion of an Environmental Impact Statement (EIS). These services, if required, can be completed under a supplemental agreement to this contact.

1.12 Extensive coordination efforts including, but not limited to additional alternative evaluations, air noise assessment, traffic modeling, tribal coordination, and threatened or endangered species consultations are not anticipated, and therefore, not included in this scope of work.

1.13 Revisions to the project limits or design modifications may necessitate a revision to this scope of work.

1.14 **NPS Response. Perform evaluation of traffic impacts related to proposed development, prepare additional wetland analysis backup data, and respond to four iterations of format and grammatical preference comments from the National Park Service.**

2.0 Preparation of Survey Plat and Description.

2.1 Perform limited courthouse research in order to obtain current deeds of subject and surrounding properties and easements that are reflected within the current deed.

2.2 Obtain data and information in regards to the location of the right-of-way lines of Mississippi State Highway No. 51 and the Natchez Trace Parkway.

2.3 Perform field surveying to delineate the existing right-of-way lines of the Natchez Trace Parkway and Mississippi State Highway No. 51.

2.4 The horizontal datum used for this survey shall be based upon the North American Datum of 1983, (NAD 83), Mississippi State Plane Coordinate System, East Zone.

2.5 Provide boundary survey (survey plat and legal description) in accordance with the Mississippi State Board of Registration for Professional Engineers and Land Surveyors, which meets or exceeds the accuracy requirements of a class "B" survey, for the right-of-way required for the proposed extension of Rice Road.

2.6 This proposal is based upon the preparation of the necessary right-of-way or easement acquisition surveys for one (1) parcel. If, as a result of the detailed design engineering, it is later determined that additional right-of-way surveys

2.7 and/or plats are required, it will be necessary to utilize the hourly rates as attached hereto.

3.0 Natchez Trace Right of Way Application and Construction Permitting.

3.1 After CITY receives approval of the Environmental Assessment and is issued a Finding of No Significant Impact (FONSI) by the National Park Service the ENGINEER shall prepare and submit the Standard Form-299 and associated plat and description requesting an easement on federal lands.

3.2 Waggoner will assist the Client at one public hearing and revise the Right of Way Application one time in response to comments provided by the National Park Service or other regulatory agency.

3.3 After receiving approved easement from the National Park Service the ENGINEER shall complete and submit an Application to Natchez Trace for a Permit for the construction of the Rice Road Extension across Natchez Trace property.

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI DEPARTMENTS
AND VENDORS
(applicable to equipment rental transactions)

The Agreement is entered into by and between **City of Ridgeland** (hereinafter referred to as "Customer"), and **RJ Young Company** (hereinafter referred to as "Vendor"). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT

   A. A separate Vendor Customer Number will be required for each specific customer/installation location.

   B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address.

   C. "Ship-to" and/or "Installed-at" address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

   D. Unless creditworthiness for this Customer Number has been previously established by Vendors, Vendor's Credit Department may conduct a credit investigation for this Order. Notwithstanding delivery of equipment, Vendor may revoke this Order by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Rental Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Rental Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

   A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

   B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

   C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

   D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the customer desires to continue renting the equipment at the expiration of the original rental agreement, the customer must enter into a new rental agreement which shall be separate from this agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Rental Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer. Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301, et. seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by Customer within forty-five (45) days of the date the invoice is received and the goods are inspected and accepted.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devises on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of

accessories, attachments or other devises. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: Vendor agrees that it will, and hereby does, indemnify, defend and hold harmless Customer from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused by Vendor and/or its partners, principals, agents, employees or subcontractors in the performance of this Agreement. Customer will promptly notify Vendor in writing of any claim to be indemnified hereunder, of which Customer has knowledge, and Vendor in turn will promptly notify Customer of any such claim. Vendor shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT:

A. BY CUSTOMER: Without the prior consent of Vendor, which consent shall not be unreasonably withheld, Customer shall not (1) assign, transfer or pledge all or any part of this Agreement or software licensed by Vendor, or (2) resell, lease, lend or permit a lien or encumbrance of any kind against the equipment unless Customer has obtained title to the equipment free and clear of any Vendor security interest.

B. BY VENDOR: Vendor shall not assign its rights or delegate its duties hereunder without the prior written consent of Customer, which consent shall not be unreasonably withheld.

14. GOVERNING LAW: This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Vendor expressly agrees that under no circumstances shall Customer be obligated to pay an attorneys fee or the cost of legal action to Vendor. Notwithstanding any other provisions of this Agreement between the parties, all activities and performances of the parties with respect to the equipment, software or services herein shall be subject to all applicable laws, regulations, policies and procedures of the United States of America, or any agency thereof, the State of Mississippi or any agency thereof, or any local governments or political subdivisions that may affect the performance of services hereunder.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at their usual business address. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other of any change of address.

16. WAIVER: Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement. That entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: Vendor shall maintain and make available to Customer, any financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Agreement. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State has begun that is not completed at the end of the three (3) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the fulfillment of the conditions of this agreement by Customer is conditioned upon the receipt of governmental funding. If the funds anticipated for the fulfillment of this Agreement are, at any time, not forthcoming or insufficient, Customer shall have the right to terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal and/or state revision of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment. The State may be held liable for any damages caused by failure to operate the equipment according to the specifications and documented instructions.

28. ENTIRE AGREEMENT: This agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify,

vary, explain or supplement this Agreement.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the **25th day of September, 2013**.

Vendor: **RJ Young Company**

By: _____
Authorized Signature

Printed Name: **Chris Smith**

Title: **Account Representative**

WITNESS:

_____

_____

Witness my signature this the **25th day of September, 2013.**

State of Mississippi: **City of Ridgeland**

By: _____
Authorized Signature

Printed Name: _____

Title: _____

WITNESS:

_____

_____

EXHIBIT "A"
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI DEPARTMENTS AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the rental agreement between the parties.

Vendor Company Name: **RJ Young Company**

Customer Agency Name: **City of Ridgeland**

Bill to Address: City of Ridgeland
P.O. Box 217
Ridgeland, MS 39158

Ship to Address: City of Ridgeland
304 Highway 51
Ridgeland, MS 39157

Description of Equipment, Software, or Services	Price
Canon imageRUNNER ADVANCE 4235, DADF-AG1, Cabinet-G, Inner Staple Finisher-D1, Super G3 Fax Board-AK1. Canon imageRUNNER ADVANCE 4235, DADF-AG1, Cabinet-G, Super G3 Fax Board-AK1. Canon imageRUNNER ADVANCE 4235, DADF-AG1, Cabinet-G, Inner Staple Finisher-D1, Super G3 Fax Board-AK1. Canon imageRUNNER ADVANCE 4225, DADF-AG1, Cabinet-G, Super G3 Fax Board-AK1. Canon imageRUNNER 1030if. Canon imageRUNNER 1030if. Canon imageRUNNER 1030if. Canon imageRUNNER 1030if. Canon imageRUNNER 1030if. Canon imageRUNNER ADVANCE 5235, Cabinet-B1, Inner Staple Finisher-E1, Super G3 Fax Board-AE2. Canon imageRUNNER ADVANCE 5235, Cabinet-B1, Inner Staple Finisher-E1, Super G3 Fax Board-AE2. Canon imageRUNNER ADVANCE 5235, Cabinet-B1, Super G3 Fax Board-AE2. Canon imageRUNNER ADVANCE 5255, Cassette Feeding Unit-AD2, Paper Deck-B2, Booklet Finisher-J1, External 2/3 Hole Punch Unit-B2, Super G3 Fax Board-AE2. Canon imageRUNNER ADVANCE 5255, Cassette Feeding Unit-AD2, Paper Deck-B2, Booklet Finisher-J1, External 2/3 Hole Punch Unit-B2, Super G3 Fax Board-AE2. Canon imageRUNNER ADVANCE 5255, Cassette Feeding Unit-AD2, Paper Deck-B2, Booklet Finisher-J1, External 2/3 Hole Punch Unit-B2, Super G3 Fax Board-AE2. Canon imageRUNNER ADVANCE 400if. Canon imageRUNNER ADVANCE 400if. Complimentary Canon copier. Samsung 5935. Service and maintenance plan that includes 45,000 black and white impressions per month to be shared between all machines. Overages for black and white to be billed at $0.00862 per impression. Color to be billed per impression at $0.06734.	$3,305.00/Month

Delivery Schedule and Installation Date: November 19 – November 21, 2013

Rental Term: 48 Months

Start Date: November 24, 2013

End Date: November 23, 2017

Modifications:_____

_____

_____

_____

Vendor Signature

Customer Signature

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI DEPARTMENTS
AND VENDORS
(applicable to equipment rental transactions)

The Agreement is entered into by and between **City of Ridgeland** (hereinafter referred to as "Customer"), and **RJ Young Company** (hereinafter referred to as "Vendor"). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT

   A. A separate Vendor Customer Number will be required for each specific customer/installation location.

   B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address.

   C. "Ship-to" and/or "Installed-at" address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

   D. Unless creditworthiness for this Customer Number has been previously established by Vendors, Vendor's Credit Department may conduct a credit investigation for this Order. Notwithstanding delivery of equipment, Vendor may revoke this Order by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Rental Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Rental Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

   A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

   B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

   C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

   D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the customer desires to continue renting the equipment at the expiration of the original rental agreement, the customer must enter into a new rental agreement which shall be separate from this agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Rental Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer. Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301, et. seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by Customer within forty-five (45) days of the date the invoice is received and the goods are inspected and accepted.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devises on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of

accessories, attachments or other devises. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: Vendor agrees that it will, and hereby does, indemnify, defend and hold harmless Customer from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused by Vendor and/or its partners, principals, agents, employees or subcontractors in the performance of this Agreement. Customer will promptly notify Vendor in writing of any claim to be indemnified hereunder, of which Customer has knowledge, and Vendor in turn will promptly notify Customer of any such claim. Vendor shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

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A. BY CUSTOMER: Without the prior consent of Vendor, which consent shall not be unreasonably withheld, Customer shall not (1) assign, transfer or pledge all or any part of this Agreement or software licensed by Vendor, or (2) resell, lease, lend or permit a lien or encumbrance of any kind against the equipment unless Customer has obtained title to the equipment free and clear of any Vendor security interest.

B. BY VENDOR: Vendor shall not assign its rights or delegate its duties hereunder without the prior written consent of Customer, which consent shall not be unreasonably withheld.

14. GOVERNING LAW: This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Vendor expressly agrees that under no circumstances shall Customer be obligated to pay an attorneys fee or the cost of legal action to Vendor. Notwithstanding any other provisions of this Agreement between the parties, all activities and performances of the parties with respect to the equipment, software or services herein shall be subject to all applicable laws, regulations, policies and procedures of the United States of America, or any agency thereof, the State of Mississippi or any agency thereof, or any local governments or political subdivisions that may affect the performance of services hereunder.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at their usual business address. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other of any change of address.

16. WAIVER: Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement. That entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: Vendor shall maintain and make available to Customer, any financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Agreement. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State has begun that is not completed at the end of the three (3) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the fulfillment of the conditions of this agreement by Customer is conditioned upon the receipt of governmental funding. If the funds anticipated for the fulfillment of this Agreement are, at any time, not forthcoming or insufficient, Customer shall have the right to terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal and/or state revision of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment. The State may be held liable for any damages caused by failure to operate the equipment according to the specifications and documented instructions.

28. ENTIRE AGREEMENT: This agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify,

vary, explain or supplement this Agreement.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the **25th day of September, 2013**.

Vendor: **RJ Young Company**

By: _____
Authorized Signature

Printed Name: **Chris Smith**

Title: **Account Representative**

WITNESS:

_____

_____

Witness my signature this the **25th day of September, 2013.**

State of Mississippi: **City of Ridgeland**

By: _____
Authorized Signature

Printed Name: _____

Title: _____

WITNESS:

_____

_____

EXHIBIT "A"
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI DEPARTMENTS AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the rental agreement between the parties.

Vendor Company Name: **RJ Young Company**

Customer Agency Name: **City of Ridgeland**

Bill to Address: City of Ridgeland
P.O. Box 217
Ridgeland, MS 39158

Ship to Address: City of Ridgeland
304 Highway 51
Ridgeland, MS 39157

Description of Equipment, Software, or Services	Price
HP 3005DN, HP 3005DN, HP 3005DN, HP 4200N, HP 4700DTN, HP 3800DN, 3800DN, HP 3800DN, HP3800DN, 3800DN, 3800DN, HP 3800DN, HP3800DN, HP 4250N, HP 4250N, HP 4350N, HP 4200N, HP P2055DN, HP 3800DN, HP 4250N. Service and maintenance plan that includes 20,000 black and white impressions per month to be shared between all machines. Overages for black and white to be billed at $0.0106 per impression. Color to be billed per impression at $0.1009.	$275.00/Month

Delivery Schedule and Installation Date: November 19 – November 21, 2013

Rental Term: 48 Months

Start Date: November 24, 2013

End Date: November 23, 2017

Modifications:_____

Vendor Signature

Customer Signature

RESOLUTION OPPOSING A REDUCTION
OR ELIMINATION OF THE
TAX EXEMPTION ON MUNICIPAL BOND INTEREST

WHEREAS, tax-exempt municipal bonds are the primary means by which state and local governments finance three quarters of the critical infrastructure of our nation, including roads, bridges, hospitals, schools, and utility systems; and

WHEREAS, municipalities benefit from this tax exemption through substantial savings on the interest cost of borrowed money; and

WHEREAS, Congress is considering many options available to reduce the federal deficit; and

WHEREAS, one option congress is evaluating would reduce, phase out, or eliminate the exemption on municipal bond interest; and

WHEREAS, the federal tax exemption on municipal bond interest has been in place since the first federal income tax was enacted in 1913 having been maintained through two world wars, the Great Depression and the recent Great Recession, and as a result, state and local governments save, on average, two percentage points on their borrowing to finance investment in public infrastructure; and

WHEREAS, investors in municipal bonds are generally exempt from paying federal income tax on the bond interest payments so even a partial income tax on otherwise tax-exempt interest would cause investors to demand higher returns on their municipal bond investments to make up for the tax they would have to pay; and

WHEREAS, the outcome of reducing or eliminating the tax exemption on municipal bond interest would be higher borrowing costs for state and local governments, less investment in infrastructure and fewer jobs; and

NOW, THEREFORE BE IT RESOLVED that the City of Ridgeland Mayor and Board of Aldermen on October 1, 2013, adopt this Resolution urging our United States Senators Cochran and Wicker and the Mississippi Delegation to the United States House of Representatives to strongly oppose any efforts by Congress or the Administration to reduce or eliminate the tax exemption on municipal bond interest.

_____
GENE F. McGEE, Mayor

_____
D. I. SMITH, ALDERMAN, AT LARAGE

_____
KEN HEARD, ALDERMAN, WARD 1

_____
CHUCK GAUTIER, ALDERMAN, WARD 2

_____
KEVIN HOLDER, ALDERMAN, WARD 3

_____

BRIAN RAMSEY, ALDERMAN, WARD 4

_____

SCOTT JONES, ALDERMAN, WARD 5

_____

WESLEY HAMLIN, ALDERMAN, WARD 6

ATTEST:

_____

PAULA TIERCE, CITY CLERK

Harrell's
Growing a Better World®

January 25, 2013

Harrell's, LLC
P.O Box 807
Lakeland, FL 33802

To Whom It May Concern,

Harrell's is proud to be the exclusive Eastern United States formulator and distributor of all POLYON® branded products which includes POLYON® NPK, POLYON® Kmag, POLYON® Iron, POLYON® SOP, POLYON® MOP, and POLYON® MAP. The POLYON® technology (owned by Agrium Advanced Technologies, Inc.) is a patented process which cannot be duplicated.

Any fertilizer products containing POLYON® purchased from the Eastern United States must be purchased from Harrell's,LLC or its authorized distributor. This includes all nitrogen, phosphorous, potassium and minor elements which have been coated with POLYON®.

Sincerely,

Greg Nicoll
Vice President of Golf Sales and Marketing
Harrell's, LLC

CORPORATE OFFICE: 720 Kraft Road | Lakeland, FL 33815
p.863.687.2774 | f. 863.688.8836 | Toll Free 800.282.8007
contact@harrells.com | www.harrells.com

the city of RIDGELAND

police department

September 24, 2013

TO: Mayor & Board of Aldermen

FROM: Jimmy R. Houston, Sr., Chief of Police

SUBJECT: Generator Service Agreement

Please review for approval the following maintenance service agreement between the Ridgeland Police and Taylor Power Systems.

Your consideration and approval of this request will be appreciated.

115 West School Street • Ridgeland, MS 39157
Ph: 601.856.2121• www.ridgelandms.org

Gene F. McGee, cmo - mayor· Jimmy R. Houston, Sr. - chief of police

board of aldermen: Gerald Steen - at - large. Ken Heard, cmo - ward 1 • Chuck Gautier - ward 2 • Kevin Holder - ward 3
Brian P. Ramsey - ward 4 • Scott Jones, mayor pro tempore - ward 5 • Wesley Hamlin - ward 6

Taylor Power System • 415 Highway 49 South • Richland, Mississippi 39218-9427 • Phone (601) 922-4444 • taylorpower.com

STANDBY GENERATOR INDUSTRIAL MAINTENANCE
SERVICE AGREEMENT

Prepared for:
Mr. E. J. Wilkerson
City of Ridgeland Police Department
115 W. School Street
Ridgeland, MS 39157

August 2, 2013

I: Agreement Period: October 16, 2013 to October 15, 2014

II: Equipment:

- Kohler 135ROZJ, Serial Number: 600717

III: Services: One Year Annual Agreement (Two visits per year)

- One Basic Annual Service at $639.00 - October 2013
- One Follow Up 41-Point Inspection at $211.00 – April 2014
- One Four Hour Load Bank at $729.00 – April 2014

IV: Payment Terms:

You will be invoiced as each service is performed. Payment is net following receipt of invoice. No sales or use taxes are included in the pricing and will be added as applicable. **Please do not send payment; you will be invoiced.**

V: Activation of Agreement:

Your Signature activates this service and must be received by the agreement start date. Pricing is good for 60 days. No service will be scheduled until a signed agreement is received. You may mail to 415 Hwy 49 South, Richland, MS 39218, fax to 601-922-8503 or email to dhinton@taylorpower.com.

Initial ____

FAITH VISION WORK

VI: Taylor Power Systems Disclaimer:
Taylor Power Systems may or may not be the manufacturer of the equipment to which this Service/Preventative Maintenance Agreement applies. This Agreement does not modify or extend any manufacturer's originally issued warranty. Regularly scheduled service or preventative maintenance is necessary to extend the life of the equipment to which this agreement applies and make it more likely that the standby/prime power unit will provide power when needed; however, Taylor Power Systems is neither an insurer nor guarantor of the equipment or the customer's product for which power is to be provided. INCIDENTAL AND CONSEQUENTIAL DAMAGES OCCURING AS A RESULT OF THE FAILURE OF THE EQUIPMENT IS EXPRESSLY DISCLAIMED AND THE SOLE LIABILITY OF TAYLOR POWER SYSTEMS FOR ANY WORK PERFORMED UNDER THIS AGREEMENT IS LIMITED TO THE INVOICE AMOUNT OF THE AGREEMENT.

VII: Total Agreement Price: $1,579.00 + applicable taxes

ACCEPTED BY: _____ DATE: _____

Prepared By:
David Hinton, Inside Service Sales
415 Hwy 49 South, Richland, Ms 39218

Phone: 601.922.4444
Fax: 601.922.8503

Taylor Power System • 415 Highway 49 South • Richland, Mississippi 39218 • Phone (601) 922-4444 • taylorpower.com

Taylor Power Systems is proud to offer Industrial Preventative Maintenance Service Agreements

OUR AGREEMENT BENEFITS:

- **Priority response over non-agreement customers**
- **Pre-scheduled appointments**
- **Lower locked in rates with consistent cost over non-agreement customers**
- **Labor rate savings on non-maintenance related repairs**
- **Detailed reports from our technicians**
- **Consistent annual agreement dates**

Preventative Maintenance Agreement Includes:

❖ Inspection Service – **includes the 40+ point inspection.**

❖ Basic Service – performed annually **includes:**
- **40+ Point Inspection above plus**
- **System testing of air, lubricating, fuel, electrical, controls, & transfer switch.**
- **Oil change with filter**
- **Fuel filter change (only for diesel applications)**
- **Coolant testing and treatment if radiator cooled**

❖ Full Service – performed every third year **includes:**
- **40+ Point Inspection plus**
- **All Basic Service items plus**
- **Replacement of belts and hoses**
- **Replacement of battery,**
- **Replacement of coolant,**
- **Replacement of air filter**

❖ Optional Services:
- **Load Bank Testing**
- **Fuel Polishing Service**
- **Megger Testing**
- **InfraRed Camera Testing**
- **Vibration Testing**
- **Generator Rental During Scheduled Service (eliminates any possible outages)**

FAITH VISION WORK

the city of RIDGELAND

police department

September 23, 2013

TO: Mayor & Board of Aldermen

FROM: Jimmy R. Houston, Sr., Chief of Police

SUBJECT: Special Event Permit – Olde Towne Middle School – 5K run/walk

I have attached a request for a Special Events Permit from Bill Richardson of Olde Towne Middle School. The event is a 5K run/walk that is scheduled for Saturday, November 16, 2013. The event will begin at 0800 hours and end at 1000 hours.

The race will begin at Olde Town Middle School and run north on Sunnybrook Rd to Ridgeland High School. The participants will run around the high school and back south on Sunnybrook to Olde Towne where they finish. Mr. Richardson is expecting a crowd of 100-150.

Included in the file is a $100.00 check that is required per the filing fee.

This event will not generate any overtime for the Police Department. The on duty traffic unit and shift can handle this event.

115 West School Street • Ridgeland, MS 39157
Ph: 601.856.2121• www.ridgelandms.org

Gene F. McGee, cmo - mayor· Jimmy R. Houston, Sr. - chief of police

board of aldermen: D.I. Smith - at - large. Ken Heard, cmo, mayor pro tempore - ward 1 • Chuck Gautier - ward 2 • Kevin Holder - ward 3
Brian P. Ramsey - ward 4 • Scott Jones - ward 5 • Wesley Hamlin - ward 6

City of Ridgeland
Application for
SPECIAL EVENTS PERMIT

Name & Address Of Individual/Business: OLDE TOWNE MIDDLE SCHOOL
210 SUNNYBROOK Rd.
RIDGELAND, MS 39157

Type of Event: (Details) 5K RUN/WALK from OTMS to RHS on SUNNYBROOK Rd.

Location of Event: OTMS to RHS up and down Sunnybrook RD. (see attached route)

Date(s) of Event: NOV 16, 2013 to NOV 16, 2013

Hours of Event: 7:30 Registration, 8AM race to 10AM finish

Estimated Crowd Size: 100-150

What arrangements will be made for adequate restroom facilities: at the start finish line

What arrangements will be made for clean-up at completion of event: We will go back through the course and pick up trash

Contact Person: Bill Richardson Phone: 601-540-3550

Signature of Contact Person: [signature] Date: 8-20-13

You must do the following before your application will be considered:

1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.

2). If the event is to have outdoor music, a written statement will be required from the applicant stating that the applicant will comply with the noise ordinance of the City of Ridgeland, MS.

3). If there is a need for Police Department and/or Public Works Department personnel to work in controlling the special event, the applicant will agree in writing to pay this cost.

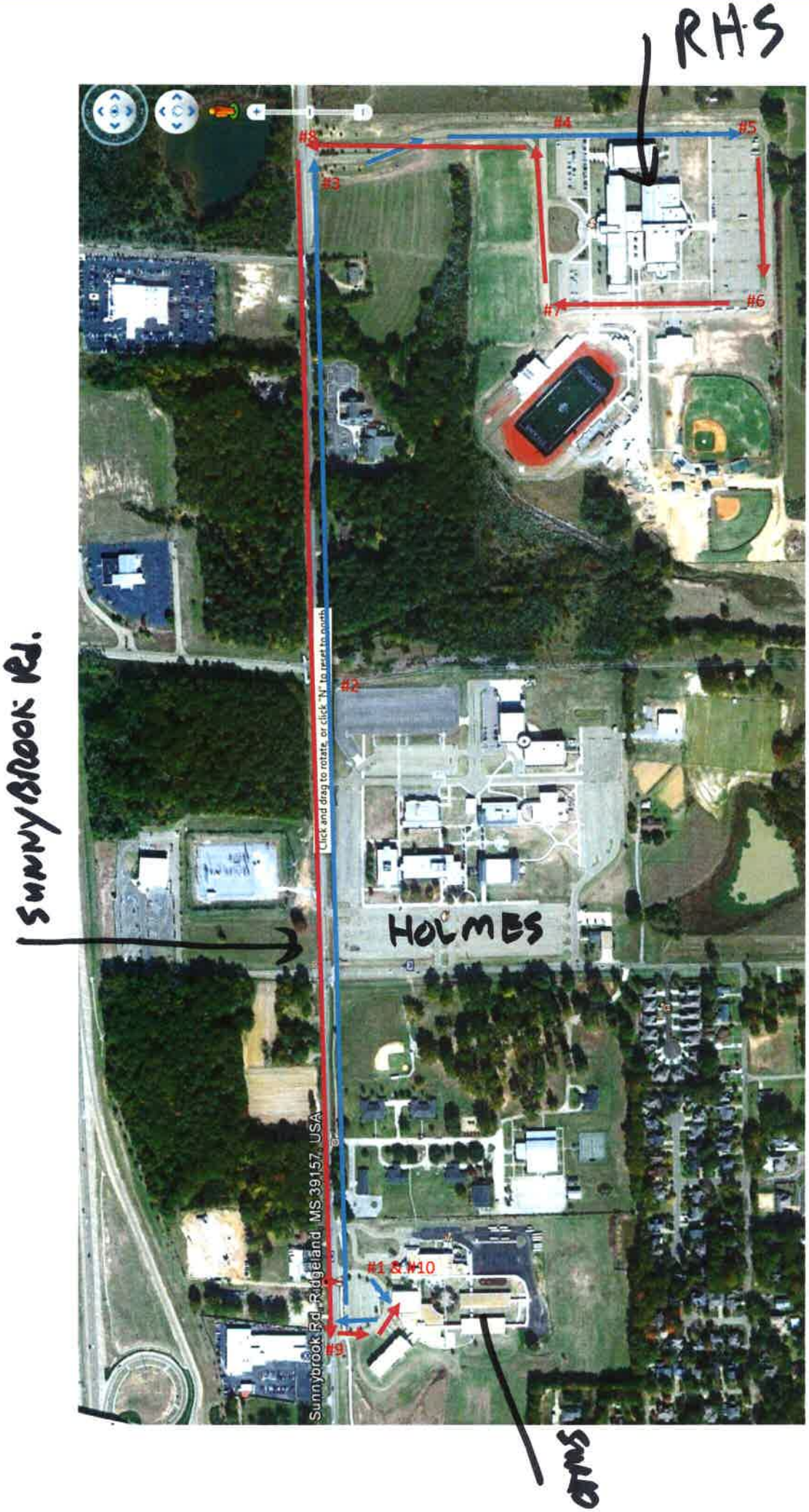
4). The applicant may be required to post a bond in the minimum amount of One Thousand Dollars ($1,000.00) with the City Clerk. This is to insure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.

5). Submit the above application and information to the City Clerk with a non-refundable filing fee of One Hundred Dollars ($100.00).

☑ Approved Chief of Police/or Designee [signature]

○ Denied Date: 9-23-13

*** A copy of the Special Events Ordinance should be attached to this permit when applicant receives it***



Start at #1 Olde Towne and proceed down the sidewalk to #2 where the sidewalk ends. Go to #3 on the road and turn into Ridgeland HS. A water station will be at the HS. Loop the high school through #5, #6, #7, #8, and back the same route to OTMS to #9 and the finish line at #10.

Madison County School District **Check Date** **9/13/2013** **Check No** **71536**

P.O. No.	Claim No.	Invoice No.	Invoice Amount	Description
900006762	265506	111613	$100.00	SPECIAL EVENTS PERMIT-OTMS
		Total Invoices:	**$100.00**	
		Total Check:	**$100.00**	

ORIGINAL CHECK HAS A COLORED BACKGROUND, IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS A MICRO PRINT BORDER

MADISON COUNTY SCHOOL DISTRICT
117 FOURTH STREET
FLORA, MS 39071
(601) 879-3000

ACCOUNTS PAYABLE FUND

BankPlus
It's more than a name. It's a promise.™
www.bankplus.net • 1-800-811-7587
85-194/653

NO. 071536

DATE **9/13/2013** **71536**

Void After 6 Months

PAY **ONE HUNDRED AND 00 / 100 DOLLARS**

AMOUNT **$100.00**

TO THE ORDER OF **CITY OF RIDGELAND, MISSISSIPPI**

Ronnie L. McAlen

00000 0000

MP

the city of RIDGELAND

police department

September 23, 2013

TO: Mayor & Board of Aldermen

FROM: Jimmy R. Houston, Sr., Chief of Police

SUBJECT: Special Event Permit – Ridgeland High School Homecoming Parade

I have attached a request for a Special Events Permit from the Ridgeland High School. The event is the Homecoming Parade and Fireworks show and it is scheduled for Thursday, October 10, 2013.

The cars and floats will line in the Holmes Community College parking lot at 1815 hours. At 1845 hours Sunnybrook Road, between Ridgeland Avenue and Titan Circle will be closed to all through traffic. At 1900 hours the parade will begin. Parade participants will leave the college parking lot and go to Titan Circle. Once the last participant is on Titan Circle, Sunnybrook Road will be reopened. At 2000 hours the pep rally begins at the stadium. At 2045 hours a fireworks show will begin. At 2115 hours the event will conclude and everyone will go home.

This event will not generate any overtime for the police department. We will adjust the hours of the traffic units to accommodate the event. With the help of the School Resource Officer and Holmes Police Department we will be able to man the event.

115 West School Street • Ridgeland, MS 39157
Ph: 601.856.2121• www.ridgelandms.org

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board of aldermen: D.I. Smith - at - large. Ken Heard, cmo, mayor pro tempore - ward 1 • Chuck Gautier - ward 2 • Kevin Holder - ward 3
Brian P. Ramsey - ward 4 • Scott Jones - ward 5 • Wesley Hamlin - ward 6

City of Ridgeland
Application for
SPECIAL EVENTS PERMIT

Name of Individual or Business: **RIDGELAND HIGH SCHOOL**_____

Type of Event: **COMMUNITY HOMECOMING-PARADE & FIREWORKS SHOW (FIREWORK PERMIT BEING OBTAINED BY PyroFire Displays)**

Location of Proposed Event: **RIDGELAND HIGH SCHOOL SUNNYBROOK ROAD AND TITAN CIRCLE**_____

Dates of Event: **Ocotober 10,20132** to _____ Hours of Event: **4:30 to 10:00 PARADE WIL BE 6:45 TO 7:45**

Estimated Size of Crowd: **_3000**_____

What arrangements will be made for adequate restroom facilities?**_RIDGELAND HIGH SCHOOL FACILITIES WILL BE AVAILABLE**

What arrangements will be made for clean-up at completion of the event? **_RHS,ROTC AND MADISON CO. PRISON DETAIL**

You must do the following before your application will be considered:

1. You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.

2. If the event is to have outdoor music, a written statement will be required from the applicant stating that the applicant will comply with the noise ordinance of the City of Ridgeland, MS. An Application to Play On Premises Music should be obtained from the Chief of Police or his designee.

3. If there is a need for Police Department and/or Public Works Department personnel to work in controlling the special event, the applicant will agree in writing to pay this cost.

4. The applicant may be required to post a bond in the minimum amount of One Thousand Dollars ($1,000.00) with the City Clerk. This is to insure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event will be compensated from the bond proceeds.

5. Submit the above application and information to the City Clerk with a non-refundable filing fee of one hundred dollars ($100.00).

RIDGELAND HIGH SCHOOL ATHLETIC BOOSTER CLUB
586 Sunnybrook Road
Ridgeland, Mississippi 39157
601-898-5023

Chief Jimmy Houston
City of Ridgeland
115 West School St.
Ridgeland, MS 39157

Dear Chief Houston

Thanks for taking the time to consider our request for a permit for the 10th Annual Community Homecoming Parade and Firework Show October 10,2013. Your support for this community event from inception has been greatly appreciated. The Homecoming Committee consisting of administrators, PTO officers and RHS booster club parents have been busy planning for this years event. We plan on following the same route for the parade as we did last year. Officer Bracey is in charge of security and on campus traffic for the event. He also is coordinating with the police department for safety on the parade route. We also ask that the permit filing fee $100.00 be waved since this is a community school event. The following is schedule for the event:

6:15 Cars and Floats Lineup at Holmes Community College and walkers assemble at St. Columbs Church.
6:45 Sunnybrook Rd North lane from traffice light in front of HolmesCC to the entrance to Titan Circle is closed for thru traffic
7:00 Parade Rolls
7:45 Sunnybrook Rd resumes normal traffic.
8:00 Stadium Pep Rally starts
8:45 Firework show
9:15 Everybody heads for home.

Your friend,

Eddie Joe
Chairman
RHS Community
Homecoming Committee

the city of RIDGELAND

police department

September 23, 2013

TO: Mayor & Board of Aldermen

FROM: Jimmy R. Houston, Sr., Chief of Police

SUBJECT: Special Event Permit – First Pres Day School (FPDS) – Holiday Potpourri

I have attached a request for a Special Events Permit from Rebecca Wilson with First Presbyterian Day School. The event is called "Holiday Potpourri" and it is the annual fundraiser for the school. This year's event is scheduled for October 18, 2013. The event will begin at 0900 hours and end at 1400 hours. The event is a tour of a home which is located at 415 Greenwood Lane, Greenwood Plantation. Linda and Wirt Yerger are the home owners and host for the event.

The fundraiser will attract a crowd of approximately 1200 – 1500 participants. The event is a come and go event. In my meeting with Mrs. Wilson this morning we discussed traffic and parking. Mrs. Wilson said that traffic will flow in the front gate and exit the construction entrance on Brame Road. Gold carts will shuttle visitors from parking on Brame Road to the event. Mrs. Wilson has special permission from the Luckett Residence on Brame Road to allow parking inside their gated property. There is also overflow parking at the Renaissance Mall and Christ Life Church that is roped off and dedicated to this event only. Shuttle service will be provided from both overflow parking locations to the event. Volunteers will present at all parking locations to assist visitors.

During this event the Honors Choir will be singing and a string band will be playing for background entertainment. I have spoken with Thomas Iupe, President of the Homeowner's Association for Greenwood Plantation. There are several residents in the neighborhood who have children that attend FPDS. I have been assured that all are on board with the event.

Arrangements have been made to have one (1) portable restroom on site. The residence's homes will be used for any other facilities they need.

Included in the file is a $100.00 check that is required per the filing fee. Also included is a check for $1000.00 per the bond money.

115 West School Street • Ridgeland, MS 39157
Ph: 601.856.2121• www.ridgelandms.org

Gene F. McGee, cmo - mayor· Jimmy R. Houston, Sr. - chief of police

board of aldermen: D.I. Smith - at - large. Ken Heard, cmo, mayor pro tempore - ward 1 • Chuck Gautier - ward 2 • Kevin Holder - ward 3
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the city of RIDGELAND

police department

Mrs. Wilson has requested two (2) police officers to be present. These officers will make sure there is no parking on the side of Old Agency Parkway or Brame Road. They will be paid from the hours of 0900 – 1400 and will cost approximately $260.00. They will also be a visible presence in the area which will help the on duty shift during their patrol duties.

115 West School Street • Ridgeland, MS 39157
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board of aldermen: D.I. Smith - at - large. Ken Heard, cmo, mayor pro tempore - ward 1 • Chuck Gautier - ward 2 • Kevin Holder - ward 3
Brian P. Ramsey - ward 4 • Scott Jones - ward 5 • Wesley Hamlin - ward 6

cc: Lt. Brian Myers
Asst. Chief Randy Tyler

City of Ridgeland
Application for
SPECIAL EVENTS PERMIT

Name & Address Of Individual Business: First Pres Day School ("FPDS")
1390 North State Street
Jackson, MS 39202

Type of Event: (Details The event, Holiday Potpourri, is FPDS' annual fundraiser and will include a tour of a home in Greenwood Plantation along with other activities at or near the home.

Location of Event: 415 Greenwood Lane, Ridgeland, MS

Date(s) of Event: Friday, October 18, 2013 to

Hours of Event: 9 a.m. to 2 p.m.

Estimated Crowd Size: 1200-1500 (throughout the day)

What arrangements will be made for adequate restroom facilities: Available at or near the home and 1 port-a-john

What arrangements will be made for clean-up at completion of event: Clean-up to be provided by volunteers and should be concluded by 6 p.m. on 10/18/2013

Contact Person: Rebecca Wilson Phone: (601)291-1144

Signature of Contact Person: Reb J. Wilson Date: 9/19/13

You must do the following before your application will be considered:

1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.

2). If the event is to have outdoor music, a written statement will be required from the applicant stating that the applicant will comply with the noise ordinance of the City of Ridgeland, MS.

3). If there is a need for Police Department and/or Public Works Department personnel to work in controlling the special event, the applicant will agree in writing to pay this cost.

4). The applicant may be required to post a bond in the minimum amount of One Thousand Dollars ($1,000.00) with the City Clerk. This is to insure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.

5). Submit the above application and information to the City Clerk with a non-refundable filing fee of One Hundred Dollars ($100.00).

☑ Approved Chief of Police or Designee [signature]

☐ Denied Date: 9-23-13

* A copy of the Special Events Ordinance should be attached to this permit when applicant receives it*

Parking and Traffic Control Plan for Holiday Potpourri on 10/18/2013

Holiday Potpourri is a fundraiser for First Presbyterian Day School in Jackson. It will include a tour of the home of Linda and Wirt Yerger located at 415 Greenwood Lane in Greenwood Plantation, Ridgeland, and other activities in the neighborhood. Greenwood Plantation will permit both gates to be unlocked and opened from 6 a.m.-6 p.m. The event begins at 9 a.m. and ends at 2 p.m.

Parking in Greenwood Plantation is limited; however, there will be some parking around the home and at other homes or locations within the neighborhood. Throughout the day, cars with parking passes will enter and exit the subdivision. Parking passes will be clearly displayed in these cars.

Six (6) buses will be used to transport visitors, including shuttle buses from Broadmoor Baptist Church, Christ United Methodist Church, First Presbyterian Church (Jackson), The Blake and First Baptist Church Ridgeland. We anticipate between 1200-1500 visitors throughout the course of the day; however, combined with volunteers, the total number could be closer to 1400-1600.

Shuttle buses will enter Greenwood Plantation at the front gate and exit via the gate at Brame Road (construction entrance/exit). Golf carts will enter and exit at the gate on Brame Road. Volunteers will be stationed at both gates to assist with traffic flow. Volunteers will be stationed at Renaissance Mall to assist with parking.

Visitors will be shuttled to the home by bus from visitor parking at Renaissance Mall and Christ Life Church, both on Highland Colony Parkway. Additionally, volunteer parking (some 250 volunteers) will park on the Luckett Property on Brame Road and will be shuttled back and forth by golf carts. There will be no visitor parking on Old Agency Parkway with the exception of area nursing home shuttle buses for 1-2 hours, if approved by Ridgeland Police Department ("RPD").

Parking at Renaissance Mall will be located on the northeast side of Sand Dollar, near the frontage road. Shuttle buses will enter Renaissance at Bank Plus from Highland Colony Parkway and exit on the frontage road to Old Agency Road. Likewise, buses will enter and exit Christ Life Church parking lot located at 670 Highland Colony Parkway.

Specifically, we are requesting assistance from RPD with the following locations: (1) front gate of Greenwood Plantation; (2) patrol at Renaissance Mall (limited) in the parking area; (3) traffic flow on Old Agency Parkway and in or at Greenwood Plantation, if needed; & (4) any other needs RPD determines necessary.

FIRST PRESBYTERIAN CHURCH DAY SCHOOL
CRUSADER CLUB
1390 NORTH STATE STREET
JACKSON, MS 39202

2410

85-618/653

DATE 9/10/13

PAY TO THE ORDER OF City of Ridgeland $ 100—

One Hundred & no/100 DOLLARS

Security Features Details on Back.

FIRST COMMERCIAL BANK
Where Business Is Personal.™

FOR Permit - Transportation Comm

Heather Kellum

MP

⑈002410⑈ ⑆065306189⑆ 5001383⑈

FIRST PRESBYTERIAN CHURCH DAY SCHOOL
CRUSADER CLUB
1390 NORTH STATE STREET
JACKSON, MS 39202

2435

85-618/653

DATE 9/20/13

PAY TO THE ORDER OF City of Ridgeland $ 1,000—

One Thousand & no/100 DOLLARS

Security Features Details on Back.

FIRST COMMERCIAL BANK
Where Business Is Personal.™

FOR

Heather Kellum

MP

⑈002435⑈ ⑆065306189⑆ 5001383⑈

the city of RIDGELAND

police department

September 23, 2013

TO: Mayor & Board of Aldermen

FROM: Jimmy R. Houston, Sr., Chief of Police

SUBJECT: Special Event Permit – Southern AgCredit Half Marathon

I have attached a request for a Special Events Permit from Katy Tillman with Southern AgCredit. The event is a half marathon and is scheduled for Saturday, December 14, 2013. The race will begin at 0800 hours and end at 1200 hours. The start and finish for the race is at Madison Central High School in Madison, MS.

Racers will run south on Highland Colony Parkway to the 220 Business Park. They will turn around and run back to Madison Central High School. Mrs. Tillman is expecting a crowd of approximately 300 participants.

Included in the file is a $100.00 check that is required per the filing fee.

This event will not generate any overtime for the Police Department. The on duty traffic unit for Ridgeland Police Department and Madison Police Department motor units will be monitoring the race. Any further assistance can be handled by on duty patrol units.

115 West School Street • Ridgeland, MS 39157
Ph: 601.856.2121• www.ridgelandms.org

Gene F. McGee, cmo - mayor· Jimmy R. Houston, Sr. - chief of police

board of aldermen: D.I. Smith - at - large. Ken Heard, cmo, mayor pro tempore - ward 1 • Chuck Gautier - ward 2 • Kevin Holder - ward 3
Brian P. Ramsey - ward 4 • Scott Jones - ward 5 • Wesley Hamlin - ward 6

City of Ridgeland
Application for
SPECIAL EVENTS PERMIT

Name & Address Of Individual/Business: Southern AgCredit
402 W. Parkway Place
Ridgeland, MS 39157

Type of Event: (Details) Fit for Agriculture 1/2 Marathon & 10K - runs out and back from Madison Central High School South on Highland Colony through Ridgeland and back to MCHS.

Location of Event: Madison Central High School / Southern Ag Credit (Ridgeland)/Highland Colony Pkwy

Date(s) of Event: Friday 12-13-13 registration/packet pick up to Saturday 12-14-13

Hours of Event: 1-7pm to 8am-12

Estimated Crowd Size: 300 people

What arrangements will be made for adequate restroom facilities: portable toilets will be delivered & picked up after

What arrangements will be made for clean-up at completion of event: Our staff volunteers will cleanup during & after the event

Contact Person: Katy Tillman Phone: 601-499-2850

Signature of Contact Person: Katy Tillman Date: 9-10-2013

You must do the following before your application will be considered:

1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.

2). If the event is to have outdoor music, a written statement will be required from the applicant stating that the applicant will comply with the noise ordinance of the City of Ridgeland, MS.

3). If there is a need for Police Department and/or Public Works Department personnel to work in controlling the special event, the applicant will agree in writing to pay this cost.

4). The applicant may be required to post a bond in the minimum amount of One Thousand Dollars ($1,000.00) with the City Clerk. This is to insure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.

5). Submit the above application and information to the City Clerk with a non-refundable filing fee of One Hundred Dollars ($100.00).

✓ Approved Chief of Police/or Designee

○ Denied Date: 9-23-13

*** A copy of the Special Events Ordinance should be attached to this permit when applicant receives it***

SPECIAL EVENTS PERMIT9/18/2013	100.00	0.00	100.00

Vendor Name:	CITY OF RIDGELAND	**Total:**	100.00
Vendor Number:	S71006659 001	**Check No:**	13267
Account Number:	790383731	**Check Date:**	9/18/2013

013267

DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER - THE BACK OF THIS DOCUMENT INCLUDES A TAMPER EVIDENT CHEMICAL WASH WARNING BOX

013267

JPMORGAN CHASE BANK, N.A.

ACCOUNTS PAYABLE

56-1544/4

SOUTHERN AGCREDIT, ACA
402 W. PARKWAY PLACE
RIDGELAND, MS 39157

Date: 9/18/2013

$100.00

Pay: One Hundred Dollars and No Cents

TO THE ORDER OF
CITY OF RIDGELAND
P. O. BOX 217
RIDGELAND MS 39158-0217

BY

TWO SIGNATURES REQUIRED IF OVER $25,000.00

BY

⑈013267⑈ ⑆044115443⑆ 790383731⑈

the city of RIDGELAND

police department

September 23, 2013

TO: Mayor & Board of Aldermen

FROM: Jimmy R. Houston, Sr., Chief of Police

SUBJECT: Special Event Permit – City of Ridgeland's Trunk or Treat

I have attached a request for a Special Events Permit from the City of Ridgeland Recreation and Parks Department for approval to host the annual Trunk or Treat. This event is scheduled for Thursday, October 31, 2013. The event will begin at 1800 hours and end at 2000 hours.

The event will be held at Freedom Ridge Park and we are anticipating a crowd of 3,000 participants. This event will consist of approximately twenty-five (25) vehicles parked in the parking lot for kids to trick or treat.

This event will not generate any overtime for the Police Department. In years past we have adjusted the officer's schedules to accommodate the event times. Officer Wolfe and Minter and Mike Raffield will attend the event to provide security for participants. Traffic control will be handled by on duty patrol officers during their normal patrol duties.

Wendy Bourdin, Events Coordinator for the Parks and Recreation Department, has respectfully requested that the $100.00 filing fee and the $1000.00 bond be waived.

115 West School Street • Ridgeland, MS 39157
Ph: 601.856.2121• www.ridgelandms.org

Gene F. McGee, cmo - mayor Jimmy R. Houston, Sr. - chief of police

board of aldermen: D.I. Smith - at - large. Ken Heard, cmo, mayor pro tempore - ward 1 • Chuck Gautier - ward 2 • Kevin Holder - ward 3
Brian P. Ramsey - ward 4 • Scott Jones - ward 5 • Wesley Hamlin - ward 6

City of Ridgeland
Application for
SPECIAL EVENTS PERMIT

Name & Address Of Individual/Business: Ridgeland Recreation and Parks
PO Box 217, Ridgeland, MS 39158

Type of Event: (Details) Trunk or Treat- Trick or Treating in the park

Location of Event: Freedom Ridge Park

Date(s) of Event: Thursday, October 31, 2013

Hours of Event: 6:00 pm – 8:00 pm

Estimated Crowd Size: 3,000

What arrangements will be made for adequate restroom facilities? Restrooms onsite

What arrangements will be made for clean-up at completion of event Ridgeland Recreation and Parks will provide the cleanup.

Contact Person: Wendy Bourdin Phone: 601-853-2011 or 601-573-0559

Signature of Contact Person: _____ Date: _____

You must do the following before your application will be considered:

1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.

2). If the event is to have outdoor music, a written statement will be required from the applicant stating that the applicant will comply with the noise ordinance of the City of Ridgeland, MS.

3). If there is a need for Police Department and/or Public Works Department personnel to work in controlling the special event, the applicant will agree in writing to pay this cost.

4). The applicant may be required to post a bond in the minimum amount of One Thousand Dollars ($1,000.00) with the City Clerk. This is to insure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.

5). Submit the above application and information to the City Clerk with a non-refundable filing fee of One Hundred Dollars ($100.00).

✓ Approved Chief of Police/or Designee

○ Denied Date: 9-24-13

*** A copy of the Special Events Ordinance should be attached to this permit when applicant receives it***

August 22, 2013

Paula Tierce
City Clerk
City of Ridgeland
P.O. Box 217
Ridgeland, MS 39158

Dear Paula,

The Ridgeland Recreation and Parks Department respectfully requests a special event permit for the 2013 Ridgeland Trunk or Treat to be held on Thursday, October 31, 2013.

This event will consist of volunteers decorating the trunks of their and providing candy for children to trick or treat at Freedom Ridge Park. Our goal is to have about 25 vehicles in the parking lot at Freedom Ridge. There will also be a hayride and face painting. We anticipate a crowd of 2000-3000 for this exciting event. Ages 0-12 will be able to participate this year. We will also be charging a $1.00 per person.

We respectfully request that the $100 filling fee and $1,000 bond be waived.

Sincerely,

Wendy Bourdin, CPRP
Special Events Coordinator
Ridgeland Recreation and Parks

Cc: Lieutenant Brian Myers

the city of RIDGELAND

police department

September 23, 2013

TO: Mayor & Board of Aldermen

FROM: Jimmy R. Houston, Sr., Chief of Police

SUBJECT: Special Event Permit – Business Communications Inc.

I have attached a request for a Special Events Permit from Cathy Bailey at Business Communications Inc. located at 442 Highland Colony Parkway. The event is an Open House and is scheduled for Thursday, October 10,2013. It will start at 1100 hours and end at 1500 hours. All the facilities they need will be in the building. Employees will set up and clean-up the event.

Employees will park off site and be shuttled to work that morning and guest will be able to park on site at Business Communications. Employees will post No Parking signs in the median of Highland Colony Parkway and monitor traffic for this event.

Also attached is an application to play on premises music. The only music that would be played is background music and there are no other businesses close by that could be disturbed.

Included in the file is a $100.00 check that is required per the filing fee.

This event will not generate any overtime for the Police Department. An on duty officer can monitor the area while in the commission of his normal duties.

115 West School Street • Ridgeland, MS 39157
Ph: 601.856.2121• www.ridgelandms.org

Gene F. McGee, cmo - mayor· Jimmy R. Houston, Sr. - chief of police

board of aldermen: D.I. Smith - at - large. Ken Heard, cmo, mayor pro tempore - ward 1 • Chuck Gautier - ward 2 • Kevin Holder - ward 3
Brian P. Ramsey - ward 4 • Scott Jones - ward 5 • Wesley Hamlin - ward 6

City of Ridgeland
Application for
SPECIAL EVENTS PERMIT

Name & Address Of Individual/Business: Business Communications, Inc

Type of Event: (Details) Open House

Location of Event: 442 Highland Colony Pkwy
Ridgeland, MS 39157

Date(s) of Event: 10/10/13 to 10/10/13

Hours of Event: 11:00 AM to 3 pm

Estimated Crowd Size: 250

What arrangements will be made for adequate restroom facilities: We will use the restrooms in our building

What arrangements will be made for clean-up at completion of event: employees will clean up after event

Contact Person: Cathy Bailey Phone: 601-622-0226

Signature of Contact Person: Cathy Bailey Date: 8/21/13

You must do the following before your application will be considered:

1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.

2). If the event is to have outdoor music, a written statement will be required from the applicant stating that the applicant will comply with the noise ordinance of the City of Ridgeland, MS.

3). If there is a need for Police Department and/or Public Works Department personnel to work in controlling the special event, the applicant will agree in writing to pay this cost.

4). The applicant may be required to post a bond in the minimum amount of One Thousand Dollars ($1,000.00) with the City Clerk. This is to insure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.

5). Submit the above application and information to the City Clerk with a non-refundable filing fee of One Hundred Dollars ($100.00).

✓ Approved Chief of Police/or Designee

○ Denied Date: 9-16-13

*** A copy of the Special Events Ordinance should be attached to this permit when applicant receives it***

RIDGELAND POLICE DEPARTMENT
APPLICATION TO PLAY ON PREMISES MUSIC

Date of Application: 8/21/13

1. Permit Applicant: Business Communications, Inc

2. Address: 442 Highland Colony Pkwy, Ridgeland Telephone #: 601-914-2466

3. Name of Individual Responsible for On-Premises Activity:
Cathy Bailey
(Note: This person must be present at ALL times)

4. Name of Business: Business Communications, Inc

5. Business Address: 442 Highland Colony Pkwy, Ridgeland, MS 39157

6. Business Telephone: 601-914-2466 or 601-622-0226

7. Date of Scheduled Activity: Oct 10, 2013

8. Hours of Operation: Begin 11 am End 3 pm

9. Maximum Noise Level, In Decibles, to be Emitted at the Nearest Boundary of the Premises: **55 DECIBLES**

10. Description of Premises Where Activity is Scheduled: Event will be held in the parking lot behind our building

11. Provide any facts that would show the activity for which the permit is requested would not disturb the peace of any family or person within the area into which sound shall carry:
Music if played would be background music only. We have no close neighbors that could be disturbed

12. In the event a permit is denied, the applicant may appeal the decision to the Mayor and Board of Aldermen. Any such appeal shall be taken not more than ten (10) days from denial of a permit by giving written notice of the appeal to the City Clerk.

The Chief of Police shall have the authority to revoke any permit issued.

Cathy Bailey 8/21/13
Applicant's Signature Date

This application is: Approved

Jimmy R. Houston, Sr., Chief of Police

9-16-13
Date

Parking Plan-Open House 2013
Business Communications, Inc
442 Highland Colony Parkway
Ridgeland, MS 39157

We will utilize our parking lot for primary event parking. We will have our employee's park offsite and shuttle them to the office the day of the event, this will open up our parking lot for customers attending the open house. Overflow parking in prior years has parked down Highland Colony on the grass (not on the road) toward County Line Road where there are no other businesses. We will place no parking signs in the median near our building. No need for police or public works personnel as this is a come and go event and parking has not been a problem in the past.

Sincerely,

Cathy Bailey

COMMUNITY TRUST BANK

1029

BCI OFFICE PLAZA LLC
442 HIGHLAND COLONY PARKWAY
RIDGELAND, MS 39157

8/21/2013

PAY TO THE ORDER OF City of Ridgeland $ **100.00

One Hundred and 00/100********** DOLLARS

MEMO

Mary Catherine Bailey
AUTHORIZED SIGNATURE

⑈001029⑈ ⑆111102758⑆ ⑈2170582⑈

1029

BCI OFFICE PLAZA LLC

City of Ridgeland	8/21/2013	100.00
Community Trust Ban		100.00

the city of RIDGELAND

public works

Memorandum

To: Mayor and Board of Alderman

From: Mike McCollum, Public Works Director

Date: September 24, 2013

Re: T-Mobile Consent Letter to Work on Old Canton Road Tank

We request the Mayor and Board of Alderman approve the attached consent letter from T-Mobile (as required in their contract with the City) in order for them to install new and remove existing telecommunications equipment. They have submitted all of the necessary approvals from the tank manufacturer to ensure the structural integrity of the tank and we are satisfied that the work will not damage the tank. The City Attorney has reviewed the letter and T-mobile has answered all of his concerns.

Thank you for your consideration of this request. Please contact me if you have any questions.

JMM/rb

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.853.2027 • fax: 601.853.2019 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • John M. McCollum - director of public works

board of aldermen: D.I. Smith - at-large • Ken Heard, cmo, mayor pro tempore - ward 1 • Chuck Gautier - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Scott Jones, cmo - ward 5 • Wesley Hamlin, cmo - ward 6

T · · Mobile · · ·

VIA ELECTRONIC MAIL

September 4, 2013

Mr. John M. McCollum
City of Ridgeland
Public Works Director
304 Highway 51
Ridgeland, MS 39157
mike.mccollum@ridgelandms.org

Re: T-Mobile Site #: 9ME0008A/ Ridgeland WT
Site Address: 6960 Old Canton Road, District 3, MS 39110
Acknowledgment and Consent Letter for Modification of Antenna Facilities

Dear Sir:

Powertel/Memphis, Inc. ("Lessee") and between The City of Ridgeland ("Lessor") entered into a(n) Tower Attachment Lease Agreement dated October 16, 1997 (the "Lease") for a site located at 6960 Old Canton Road, District 3, MS 39110, upon which T-Mobile operates wireless antenna facilities.

T-Mobile needs to modify the antenna facilities by installing the new equipment described in attached Exhibit 1. All of the new equipment will be installed within the existing premises.

To confirm your approval of the proposed modifications to the antenna facilities, please sign and date this letter, and return via email to samgehri@excellcommunications.com or via fax to (205) 956-2632.

If you have any questions, please contact Brian Sullivan at (205) 547-3593. Thank you for your cooperation and attention to this matter.

9ME0008A

Sincerely,

Kristi Anderson-Elkins
Development Manager

By: _____
Sam Gehri
Representing T-Mobile

Acknowledged, Accepted and Agreed:

Landlord: City of Ridgeland

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Exhibit 1

Equipment to be installed on Water Tank

- Six (6) antennas
- Nine (9) remote radio units
- Three (3) connectorized over voltage protection units
- Nine (9) transmission lines

Equipment to be contained within the Existing Fenced Ground Space

- Four (4) equipment cabinets
- One (1) connectorized over voltage protection unit
- One (1) utility H-frame
- One (1) emergency electrical power generator
- One (1) propane tank for generator fuel
- One (1) power protection and telco cabinet
- One (1) chain link fence
- One (1) privacy fence

Other necessary areas or space required for the installation of utility equipment and a wireless telecommunications facility.

the city of RIDGELAND

public works

TO: Mayor and Board of Aldermen

FROM: Mike McCollum, Public Works Director

DATE: September 25, 2013

SUBJECT: Request Authority to Advertise for Emergency Debris Removal

The Public Works Department would like to request authority to advertise for bids for Emergency Debris Removal for the period of November 20, 2013 to September 30, 2014. We forgot to add this to our term bids for this year but wanted to have something in place during tornado and hurricane season for this year in the event of an emergency.

JMM/rb

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.853.2027 • fax: 601.853.2019 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • John M. McCollum - director of public works

board of aldermen: D.I. Smith - at-large • Ken Heard, cmo, mayor pro tempore - ward 1 • Chuck Gautier - ward 2
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the city of RIDGELAND

public works

Memorandum

To: Mayor and Board of Alderman

From: Mike McCollum, Public Works Director

Date: September 24, 2013

Re: Authorization to Bid Asphalt Recycling Machine

We request the Mayor and Board of Alderman authorize the Public Works Department to bid and Asphalt Recycling Machine. We estimate the cost of the machine at $60,000.00.

Thank you for your consideration of this request. Please contact me if you have any questions.

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the city of RIDGELAND

public works

Memorandum

To: The Mayor and Board of Alderman

From: Mike McCollum, Public Works Director

Date: September 24, 2013

Re: Sole Source Letter for Central Pipe for RTR Register and ORION Meter Reading System

We request that the Mayor and Board of Alderman approve the sole source letter provided by Badger Meter, Inc., which states that Central Pipe is the sole source provider for the RTR Register and ORION Meter Reading System for the upcoming budget year.

Thank you for your consideration of our request. Please contact me if you have any questions.

mailing address: p.o. box 217 • ridgeland, ms 39158
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Badger Meter

4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

July 18, 2013

VIA EMAIL

City of Ridgeland
Attention: Mike McCollum
Public Works
Ridgeland, MS 39401

Re: Sole Source Letter

Dear Mr. McCollum,

This letter is to confirm that Central Pipe Supply, Inc. is the Badger Distributor responsible for the states of Mississippi and Alabama. Additionally, Badger Meter is the sole source manufacturer of the RTR® register and ORION® Meter Reading System.

Sincerely,
BADGER METER, INC.

Theresa M. Szafranski
Assistant Secretary

cc: Angie Philips, Badger Meter, Inc.
Willie Collum, Central Pipe Supply, Inc.

the city of RIDGELAND

public works

Memorandum

To: Mayor and Board of Alderman

From: Mike McCollum, Public Works Director

Date: September 24, 2013

Re: Keep America Beautiful Conference Travel Pay for Lea Ann Stacy

We request the Mayor and Board of Alderman authorize the Public Works Department pay for Lea Ann Stacy to travel to the Keep America Beautiful Conference in Tupelo. Keep Mississippi Beautiful is paying for her meals, hotel and conference fees.

Thank you for your consideration of this request. Please contact me if you have any questions.

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the city of RIDGELAND

public works

MEMORANDUM

TO: The Mayor and Board of Aldermen

FROM: Christopher W. Bryson, P.E. City Engineer

DATE: September 24, 2013

RE: **PRELIMINARY ENGINEERING CONTRACT**
Mississippi Craft Center Parking Improvements
Project "B" – New Parking Lot at Northeast Corner of Craft Center Property &
Additional Craft Center Parking Lot on PRV Parcel D-1
City of Ridgeland, Madison County, Mississippi
STP-0213-00(033) LPA/105887-702000
STP-0213-00(034) LPA/105887-703000

We respectfully request the Mayor and Board of Aldermen approve the Preliminary Engineering Services Contract, pending MDOT concurrence, between the City of Ridgeland and Waggoner Engineering, Inc. for the referenced project in the amount of **$51,801.96**. This Contract has received MDOT's electronic approval, and is awaiting MDOT's official written concurrence.

Thank you for your consideration of our request. Please contact me if you have any questions.

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ESC
Rev. 08/28/94 (Base)
Rev. 02-20-2011 (This form)

PRELIMINARY ENGINEERING SERVICES CONTRACT

MISSISSIPPI CRAFT CENTER PARKING IMPROVEMENTS – PHASE II

Project No. STP-0213-00(030) LPA/105887-702000

MADISON COUNTY, MISSISSIPPI

THIS CONTRACT, is made and entered into by and between the ***City of Ridgeland, MS***, a body Corporate of the State of Mississippi (the "LPA"), and, ***Waggoner Engineering, Inc.*** (the "CONSULTANT"), a ***Mississippi*** Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is ***143-A LeFleurs Square, Jackson, MS 39211,*** effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform design for two new parking lots, a pedestrian bridge, drainage course cleaning and bank stabilization, associated sidewalks, and landscaping at the Mississippi Craft Center located on Rice Road. This project is provided for in Project No. STP-0213-00(030) LPA/105887-702000, 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 their 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

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:

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 project. 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.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

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 31, 2014, 12:00PM 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 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 agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. 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. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. 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.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

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.

C. 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.

D. Retainage

The LPA shall retain the final 25% of the CONSULTANT's Fixed Fee until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. 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, including payment 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 CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

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 breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

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.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, 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 the CONSULTANT. 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, the 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 in writing 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:

A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.

B. Public Liability Insurance in an amount not less than one million dollars ($1,000,000.00) on account of any one occurrence.

C. Property Damage Insurance in an amount not less than five hundred thousand dollars ($500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars ($1,000,000.00).

D. 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.

E. Errors and Omissions Insurance, in an amount not less than one million dollars ($1,000,000.00) per incident; one million dollars ($1,000,000.00) aggregate.

F. 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.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

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 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 or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be properly licensed and/or must hold a Certificate of Authority from the Mississippi Department of Insurance.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

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.

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.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which 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.

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

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 creation and shall be delivered to 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 CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following:

the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form

that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

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, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Madison 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, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Madison, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.

B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.

C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.

D. 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.

E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 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.

F. 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 CONTRACTS.

G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".

H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

I. 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 XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

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

ARTICLE XXIII. 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 are 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 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 XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the 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 twenty-four (24) months after the order is delivered to the 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 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:

(1) cancel the stop work order; or

(2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT may notify the CONSULTANT, in writing, of MDOT'S intentions to ask the LPA to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT, CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **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 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 CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for 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 this CONTRACT, based on actual time and expenses incurred by the 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 XXV. KEY PERSONNEL & 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 or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. 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:

LPA:

For Contractual Matters:
Gene F. McGee , Mayor
City of Ridgeland, Mississippi
304 Highway 51
Ridgeland, MS 39157
Telephone: 601.856.7113
Mayor.mcgee@ridgelandms.org

For Technical Matters:
Chris Bryson, P.E., City Engineer
City of Ridgeland, Mississippi
304 Highway 51
Ridgeland, MS 39157
Telephone: 601.853.2027
Chris.Bryson@ridgelandms.org

CONSULTANT:

For Contractual Matters:
Waggoner Engineering, Inc.
James L. Hust III, P.E
143-A LeFleurs Square
Jackson, MS 39211
Telephone: 601.355.9526
Facsimile: 601.352.3945
Jim.Hust@waggonereng.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:
P.E. # 09102

For Technical Matters:
Waggoner Engineering, Inc.
Dustin H. Pittman, P.E.
143-A Lefleurs Square
Jackson, MS 39211
Telephone: 601.355.9526
Facsimile: 601.352.3945
Dustin.Pittman@waggonereng.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:
P.E. # 19992

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____ , 20___.

CITY OF RIDGELAND, MISSISSIPPI

_____

Gene F. McGee, Mayor City of Ridgeland

WITNESS this my signature in execution hereof, this the ____ day of _____, 20___.

WAGGONER ENGINEERING, INC.

_____

James L. Hust III, President Waggoner Engineering, Inc.

ATTEST:_____

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. {*This Exhibit was intentionally left blank*}
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

{{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}}

EXHIBIT 2

Scope of Work
CITY OF RIDGELAND
Mississippi Craft Center Parking Improvements

DESCRIPTION OF PROJECT:

The project will include design services associated with the construction of two (2) new parking lots, approximately 35 spaces and 85 spaces in size respectively. The new approximate 35 space patron parking lot will be generally located in the northeast corner of the Mississippi Craft Center property along Rice Road in Ridgeland, MS. This parking lot will utilize curb and gutter and underground piping to convey stormwater runoff to nearby drainage courses.

The new approximate 85 space parking lot will be designed on a parcel of property southwest of the Craft Center that the LPA will lease from Pearl River Valley Water Supply District (PRV). The LPA and PRV have entered into an inter-local agreement for a long term lease of this parcel that has been previously approved by MDOT. This parking lot will utilize sheet flow and open ditch drainage to convey storwater runoff and will also require new sidewalk to connect to the existing Craft Center sidewalk system, and a pedestrian bridge to span the adjacent Culley Creek.

The CONSULTANT will assist the LPA by providing Design Phase services to include the associated planning, layout, detailed design, and bidding and award for the proposed improvements. Detailed design for the project will include grading plans, pavements design, geometric layout plans, layout and design of sidewalk improvements, stormwater infrastructure plan, erosion control plan, striping plan, design details, and landscaping plan and details. CONSULTANT will also provide Special Services to include a geotechnical investigation and topographic survey and mapping phase services.

CONSULTANT will coordinate with MDOT to administer the project in accordance with the Project Development Manual for Local Public Agencies (PDM). Where a conflict occurs between this CONTRACT and the PDM, the PDM shall govern.

This CONTRACT does not include environmental delineation or permitting surfaces. If during design it is determined that these services are necessary they may be added to this scope of work by way of Supplemental Agreement if desired by the LPA.

General Requirements:

As directed, the CONSULTANT shall provide engineering/technical assistance to perform specific assignments requiring needed expertise or staff resources to the LPA for this Project.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date this CONTRACT unless otherwise specified in the CONTRACT or subsequently directed by MDOT during the course of this CONTRACT.

Roadway design shall be in compliance with the applicable sections of MDOT's Roadway Design Manual, and supplemented with updated design policies as described in design memos located on Roadway Design Division's FTP site, AASHTO's Policy on Geometric Design of Highways and streets; MDOT's Standard Drawings (roadway and bridge), MDOT Roadway CADD Manual; MDOT Standard Specifications for Road and Bridge Construction; Manual on Uniform Traffic Control Devices (MUTCD); MDOT Access Management Policy; and MDOT Survey Manual as applicable to this project. The latest edition of the aforementioned documents shall be used.

This project shall be performed using English units.

The CONSULTANT shall not begin work in any phase of this CONTRACT until a written NOTICE TO PROCEED (NTP) for that individual phase has been issued. The LPA reserves the right to not issue a NTP until work in the previous phase has been completed.

For contract plans sheets:
All field review plans shall be marked in red with "FIELD REVIEW". Once plans are complete, the "PRELIMINARY" markings shall be removed, and the Title sheet shall be signed and sealed/stamped by the CONSULTANT's engineer. If the scope of the CONSULTANT's work is limited to certain aspects of the plans, the scope shall be briefly noted near the seal/stamp (e.g., "ROADWAY AND LIGHTING ONLY" or "BRIDGE AND RETAINING WALL ONLY"). If multiple CONSULTANTS develop the plans, each firm shall sign and seal/stamp the title sheet.

It is the responsibility of the CONSULTANT to request and receive approval from the LPA prior to making any changes to plans developed under this CONTRACT. This requirement includes plans developed by any subconsultants.

As a minimum, the Scope of Work shall be divided into two phases as follows: The Scope of Work will be divided into the following tasks:

Task 1. Design Services
1.1 – Preliminary Design
1.2 – Final Design
1.3 – Bidding and Award

Task 2. Special Services
2.1 – Geotechnical Investigation
2.2 - Topographic Survey and Mapping

CONTRACT PLANS

OVERVIEW OF REQUIRED SUBMITTAL FORMAT:

Print Type	Printed Sheets (Full Scale)		Printed Sheets (1/2 Scale)		PDF Images		CADD Files	
	Plans	XS	Plans	XS	Plans	XS	Plans	XS
Conceptual Plans			4 Sets		Yes			
Draft Field Review Plans			4 Sets					
Field Review			1 Set	1 Set	Yes	Yes		
Office Review			1 Set	1 Set	Yes			Yes
Final Plans*	1 Set					Yes	Yes	Yes

PLAN REQUIREMENTS:

Plans submitted in the form of original drawings shall be ink drawings (plots) on vellum or opaque paper. Original matte film drawings may have a matte surface on either or on both sides and shall be no less than 0.003 inch or more than 0.004 inch in thickness. Photographic reproducibles may be submitted in lieu of ink drawings, provided that said reproducibles are on 0.004 inch translucent polyester film which incorporates a silver halide emulsion image on a permanent type. Diazo or ammonia type reproductions will not be acceptable nor will adhesive drafting aids be acceptable on final plans. All additions or revisions shall be done by CADD. All additions or revisions will require the submittal of revised CADD files on CD/DVD with a project description (including Project Number, Route, and County) and the word, "REVISION," and the date written on the exterior of the disk or CD/DVD.

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 for Channelized Intersections And Interchange Ramps - - - - - -	1" = 20'	1" = 20'
(3)	Detail Geometrics for Channelized Intersections	1" = 20'	1" = 20'
(4)	Cross-Sections - - - - - - - - - -	1" = 10'	1" = 5'

(5) Scales for Bridge Sheets shall conform to the Specifications described in the Bridge Division CADD Manual

(6) Other sheets at appropriate scale.

If complications or other unforeseen factors cause a change in the scope of work that cause CONSULTANT to exceed the established budgets or if the LPA wishes to undertake tasks outside the proposed scope of services those services will require a Supplemental Agreement to include a description of any changes in the work scope, cost and completion date, a justification for such changes, as well as the benefit for performing the additional work.

Task 1 – Design Services

1.1 Preliminary Design. After execution of the Agreement, the Preliminary Design will be initiated and the ENGINEER shall:

1.1.1 Consult with the LPA to clarify and define the LPA's requirements for the Project.

1.1.2 Assemble and review available data that may be pertinent to the Project.

1.1.3 Prepare preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications.

1.1.4 Furnish three (3) copies of above preliminary design documents to LPA for review.

1.1.5 Incorporate LPA comments and assist LPA with submittal of Field Review plans.

1.1.6 Conduct Field Review in accordance with MDOT's PDM.

1.1.7 Schedule progress meetings as required to effectively coordinate with the LPA; prepare minutes of these progress meetings; and prepare a design progress report monthly for the preceding month's work which shall accompany CONSULTANT's monthly statement.

1.2 Final Design. Final Design will begin following the conclusion of the Field Review.

1.2.1 Modify field review plans as necessary to reflect MDOT's comments from the Field Review.

1.2.2 On the basis of approved preliminary design documents (including LPA and MDOT comments) and detailed design, prepare Office Review Package to include an Opinion of Probable Cost (OPC), construction drawings, specifications, and contract documents as required by the PDM.

1.2.3 Assist LPA with submittal of Office Review Plans.

1.2.4 Assist LPA with completion and submittal of detailed Right of Way Report, Utility Report, Encroachment Report, Hazardous Waste Site Inspection Report, and Asbestos Abatement Report as defined in the PDM.

1.2.5 Conduct Office Review of the proposed project with LPA and MDOT in accordance with MDOT's PDM.

1.2.6 Make necessary changes to plans based on LPA and MDOT comments from Office Review.

1.2.7 Furnish three (3) sets of the above final design documents to the LPA for review and approval.

1.2.8 ENGINEER will assist LPA with submittal of Plans Specifications and Estimate (PS&E) package and Special Match Credit Expenditure Statement to MDOT District office in accordance with the PDM manual.

1.2.9 Incorporate MDOT comments into PS&E assembly and assist with submittal of final PS&E package to MDOT.

1.3 Bidding and Award. After the LPA has received Authorization for Advertisement, the Bidding and Award services will be initiated and the ENGINEER shall:

1.3.1 Prepare and issue contract documents to prospective bidders, and maintain a record of their issuance.

1.3.2 Prepare and issue Addenda as appropriate to interpret, clarify, or expand contract documents to each known procurer of the contract documents.

1.3.3 Provide information on the general scope, unusual conditions, and desired sequence of construction as requested by procurers of contract documents.

1.3.4 Conduct a pre-bid conference if requested by the LPA.

1.3.5 Consult with and advise the LPA as to the acceptability of substitute materials and equipment proposed by the Contractor when substitution prior to the award of contracts is allowed by the contract documents.

1.3.6 Attend the bid opening, prepare bid tabulation sheets, and assist LPA in evaluating bids.

1.3.7 Assist the LPA with the preparation and submittal of an MDOT concurrence package as outlined in the MDOT PDM.

Task 2 – Special Services

2.1 **Geotechnical Engineering**.

2.1.1 After execution of the Agreement, the Geotechnical Engineering Services will be initiated and the ENGINEER shall:

2.1.2 Perform subsurface explorations and geotechnical analyses to determine general subsurface conditions and parameters for final design of the Project. The LPA recognizes that even a comprehensive sampling and testing program implemented by trained and experienced personnel 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.

2.1.3 Soil samples will be examined and classified in the field according to the Unified Soil Classification System.

2.1.4 Perform standard penetration tests blow counts at each boring location.

2.1.5 Perform laboratory analysis to evaluate the physical properties of the soils.

2.1.6 After analysis of the soil boring and laboratory data, provide recommendations for subgrade preparation, earthwork construction, and subgrade design strength parameters to be utilized for the pavement design.

2.1.7 Prepare a report of findings, analyses, conclusions and recommendations.

2.2 **Topographic Survey and Mapping.** Survey and mapping phase services will be completed in accordance to portions of the MDOT Survey Manual that apply to this project.

2.2.1 No boundary survey has been requested, nor is this topographic survey intended to represent a boundary survey. The apparent boundary shall be superimposed upon the topographic survey for informational purposes only.

2.2.2 Provide engineering and topographic surveys for design of the Project, including locating utilities which are visually apparent, i.e., telephone, electric power, gas, water, sewer and other utilities 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 others, ENGINEER cannot and does not warrant their completeness or accuracy.

2.2.3 Field topographic surveying shall obtain ground shots to generate a representation of the site with contours shown at one-foot intervals, to display improvements within subject site including driveways, culverts, ponds, ditches, tree lines, fences, permanent buildings, above ground utilities and underground utilities as identified by the Mississippi One Call System.

2.2.4 Provide topographic mapping of the project site for the purpose of developing engineering drawings.

2.2.5 Establish and provide two (2) vertical benchmarks (TBM's) to be utilized for future construction. The TBM's shall be shown and described upon the survey

2.2.6 The vertical datum for the survey will be based upon the North American Vertical Datum 1988. (NAVD 88).

2.2.7 The horizontal datum used for the survey shall be based upon the North American Datum of 1983, (NAD 83), Mississippi State Plane Coordinate System, West Zone

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee with an upset limit 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 which 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 this 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 this 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 & 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 & Overhead:

The rate, based on the CONSULTANT'S latest governmental audited rate, not to exceed two (2) years, and as approved by MDOT, for payroll additives and overhead shall be computed at 176.03 % of direct salary cost. This rate shall be used to calculate costs under this CONTRACT and in the preparation of costs estimates for Supplemental Agreements under this CONTRACT. The estimated FCCM for cost proposals in Supplemental Agreements must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM. Final payment of these costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow the CONTRACT'S 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 Federal 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 **$ 4,930.82** , 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:

Under no circumstances shall the amount payable by the LPA for this assignment exceed **$51,801.96** (Total of all Charges) without the prior written consent of both parties.

Fee and Expense Summary

Labor Cost & Overhead	Direct Cost	Fixed Fee	Sub-Consultant	Total
$41,090.17	$826.50	$4,930.82	$4,954.47	$51,801.96

****See Delineation of Cost Breakdown behind Exhibit 9.**

EXHIBIT 4
SAMPLE INVOICE

LOCAL PUBLIC AGENCY
ADDRESS
CITY, STATE, ZIP CODE DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000
PERIOD _____, 20__ THROUGH ____, 20__
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED_____, 20__, AS RELATES TO
PROJECT NO. ___-___-____-____-____ IN_____ COUNTY, HIGHWAY_____.

CONSULTANT:
CUSTOMER NUMBER 0000000000 FILE NO. 000-000000
REPORT NUMBER: 0000 through 00000

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
DIRECT SALARIES	$	$	$
* PAYROLL ADDITIVE (less FCCM)	$	$	$
FIXED FEE (% complete X total fee less amounts previously paid – not to exceed 75%)	$	$	$
PAYROLL ADDITIVE w/ FCCM only	$	$	$
** DIRECT COSTS	$	$	$
PROJECT TOTAL	$	$	$
AMOUNT DUE THIS INVOICE:	$	$	$

NOTE:
1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-)
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. 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

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

Employee and Classification	Rate of Pay	Current Period Hours	Current Period Costs	Previous Period Costs	Costs 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
Sub Total		0.0	0.00	0.00	0.00
Payroll Additives (minus FCCM)			0.00	0.00	0.00
Total Labor			0.00	0.00	0.00
Fixed Fee			0.00	0.00	0.00
Payroll additives w/ only FCCM (Direct Labor * FCCM)			0.00	0.00	0.00
Direct Costs			0.00	0.00	0.00
Project Total			0.00	0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, 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, WORKER VISIBILITY

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:

1. 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.

2. 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 the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. 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.

4. 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 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 CONSULTANT shall report all suspected or reported violations to the LPA.

5. 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 (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 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.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of $100,000 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 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 which 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 purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear 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).

8. Energy Policy and Conservation Act: 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. 94-163).

9. 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 it's 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 LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases 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.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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 19210 and 19211:

(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 (l)(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 certifies, to the best of his/her knowledge and belief, that:

(f) 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.

(g) If 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 of 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.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and 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 bone 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 is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this _____ day of _____, 20____.

WAGGONER ENGINEERING, INC.

BY: _____
James L. Hust III, President

ATTEST: _____

My Commission Expires: _____

Notary

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:

(a) employ or retain, or agree to employ or retain, firm or person, or

(b) 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 _____, 20__.

CITY OF RIDGELAND, MS

_____

Gene F. McGee, Mayor

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603,100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

_____
EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:_____ _____
Authorized Officer or Agent Date

_____ _____
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20____.

_____
NOTARY PUBLIC
My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

UNANIMOUS CONSENT TO ACTION
BY THE DIRECTORS
OF
WAGGONER ENGINEERING, INC.

The undersigned, being all the Directors of Waggoner Engineering, Inc., a Mississippi corporation (the "Corporation"), do hereby, pursuant to Section 79-4-8.21 of the Mississippi Business Corporation Act, consent to the following resolutions adopted in the name of and on behalf of the Corporation, without the necessity of a formal meeting of the Directors of the Corporation, and in lieu thereof.

WHEREAS, the Corporation desires to authorize its officers to sign and deliver to clients and customers agreements for the performance of work by and on behalf of the Corporation, without further action or ratification by the Board of Directors; and

WHEREAS, the Directors of the Corporation believe it is in the best interests of the Corporation to grant such authority to the officers of the Corporation;

NOW, THEREFORE, BE IT RESOLVED,

1. Each of the following officers of the Corporation shall be, and hereby is, authorized to execute and enter into contracts on behalf of the Corporation for the performance of any and all engineering, surveying, or other work of a type routinely performed by the Corporation:

   Joe A. Waggoner – Chief Executive Officer
   James L. Hust – President
   Joe Tuccio – Secretary/Treasurer and Vice President

2. Each of the authorized officers of the Corporation shall be, and hereby is, authorized and directed to execute on behalf of the Corporation any documents and to take such actions as he may deem necessary or advisable in furtherance of the resolutions adopted hereby, the execution or taking thereof by an authorized officer of the Corporation to be conclusive evidence of approval and authorization of each of such documents and each of such actions by the Corporation.

3. All actions heretofore taken by the Corporation in furtherance of the resolutions adopted hereby shall be, and hereby, ratified, affirmed and approved in all respects.

4. This Unanimous Consent to Action shall serve in lieu of a meeting of the board of Directors of the Corporation.

The undersigned, being all the Directors of Waggoner Engineering, Inc., do hereby waive any notice of the time, place and purposes of a meeting of the Directors of the Corporation which may have otherwise been required by the Mississippi Business

Corporation Act to transact the business described above and do hereby ratify, approve and affirm all actions which are noted in the foregoing and the resolutions adopted herein, this Unanimous Consent to Action having been executed on the date(s) indicated below. The Secretary of the Corporation shall be, and hereby is, authorized and directed to file this Unanimous Consent in the Minute Book of the Corporation.

Date: 6/26/2008

Joe A, Waggoner, Director& Chairman

Date: 06/26/08

James L. Hust, Director

Date: 6/26/08

Bertil Nordin, Director

Date: 6/26/08

Dave Baier, Director

Date: 6/26/08

Matt Holleman, Director

BURNS COOLEY DENNIS, INC.

GEOTECHNICAL AND MATERIALS ENGINEERING CONSULTANTS

Corporate Office
551 Sunnybrook Road
Ridgeland, MS 39157
Phone: (601) 856-9911
Fax: (601) 856-9774

Mailing Address
Post Office Box 12828
Jackson, MS 39236

www.bcdgeo.com

Materials Laboratory
278 Commerce Park Drive
Ridgeland, MS 39157
Phone: (601) 856-2332
Fax: (601) 856-3552

BURNS COOLEY DENNIS, INC. **ESTIMATED FEE**

Project Name **Craft Center New Parking Areas (B and C)**

Location: Ridgeland, MS
Prepared By: Randy Ahlrich
Date: 6/21/2013

Service: Geotechnical/Pavement Investigation

LABOR COSTS	Man Hrs.	Rate(Direct)	Total
Project Manager	4	$ 75.00	$ 300.00
Project Engineer	14	$ 65.00	$ 910.00
Technician/Draftsman	2	$ 20.00	$ 40.00
Clerical	2	$ 18.00	$ 36.00
DIRECT LABOR COSTS	22		**$ 1,286.00**
PAYROLL ADDITIVE- 166.38%			**$ 2,139.65**
FIXED FEE-12%			**$ 411.08**
SUBTOTAL - LABOR COSTS			**$ 3,836.72**

FIELD AND LABORATORY	Quantity	Unit	Unit Cost	Total Cost
Drilling on Land, Auger Sampling for Profile	25	Feet	$ 20.00	$ 500.00
Atterberg Limits T 89 and T 90	8	Each	$ 48.00	$ 384.00
Water Content T 265	15	Each	$ 6.25	$ 93.75
% Finer Than the No. 200 Sieve T 11	4	Each	$ 33.00	$ 132.00
SUB-TOTAL - FIELD AND LABORATORY				**$1,109.75**

EXPENSE ITEMS	Quantity	Unit	Rate	Total Cost
Automobile Travel	16	Miles	$ 0.50	$ 8.00
SUB-TOTAL - EXPENSE ITEMS				**$8.00**

TOTAL ESTIMATED FEE **$4,954.47**

Waggoner Engineering, Inc.
Mississippi Craft Center Parking Improvements - Phase II
Project No. STP-0213-00(030) LPA/105887-702000
City of Ridgeland, Madison County, Mississippi

SUMMARY OF ENGINEERING COSTS

	Hours	Direct Labor	Overhead & Gen. Admin.	Other Direct Costs	Fixed Fee	Total
Task 1 - Design Services	349.5	$ 11,234.07	$ 19,775.32	$ 775.50	$ 3,721.13	$ 35,506.02
Task 2 - Special Services	148	$ 3,652.06	$ 6,428.72	$51	$ 1,209.69	$ 11,341.47
Subconsultants						
Burns Cooley Dennis, Inc.						$ 4,954.47
Total Contract	**498**	**$14,886.13**	**$26,204.05**	**$826.50**	**$4,930.82**	**$51,801.96**

Mississippi Craft Center Parking Improvments - Phase II
Project No. STP-0213-00(030) LPA/105887-702000
City of Ridgeland, Madison County, Mississippi

Task 1 - Design Services

		CLASSIFICATION						
		PRINCIPAL	GROUP MANAGER	SENIOR PROJECT MANAGER	PROJECT MANAGER	PROJECT ENGINEER	CADD TECH	ADMIN
	Task							
1. DIRECT LABOR								
ITEM	**Scope Description**							
1. Design								
a.	Assemble project data and kick off w/ LPA				2	4		
b.	Evaluate geometric and striping layout options				1	4	4	
c.	Geometric Layout 35 space parking lot				1	8	8	
d.	Geometric Layout 84 space parking lot				1	8	8	
e.	Stormwater & pipe sizing calculations				1	4		
f.	Grading and Drainage Plan Sheets				1	6	20	
g.	Pavement design				0.5	2		
h.	Typical Sections (parking, drives, sidewalks, etc.)				0.5	2	6	
i.	Striping Plans Layout and Details				0.5	3	6	
j.	Sidewalk layout and design				1	4	8	
k.	Pedestrian Bridge Design				1	4	4	
l.	Landscaping Layout and Details					4	12	
m.	Take off & OPC				1	8	2	
n.	Assemble NTB's, project specifications, etc.		1		2	8		2
o.	QA/QC Review and Revisions	1	4	2	2	2	8	
p.	Field Review				4	4		
q.	Address Field Review Comments				1	8	12	
r.	Office Review				4	4		4
s.	Address Office Review Comments				1	6	6	
t.	Prepare final engineer's estimate, prepare bid form, and update NTB's				2	4		2
u.	Compile necessary reports/certifications (5)				1	6		
v.	Prepare sampling & testing procedures for review				2			
w.	Assemble PS&E and assist w/ submittal		1		1	1		4
x.	Project management and subconsultant coordination	2	2		20			
2. Bidding and Award								
a.	Printing and distribution of project proposals					4	8	8
b.	Address bidder questions				2	12		2
c.	Addenda Preparation & Distribution				1	4	2	8
d.	Attend bid opening, tabulate bids, assemble concurrence package and prepare award letter				2	4		8
	Total Hours	3	8	2	57	128	114	38
	Average Hourly Rate	$ 77.00	$ 53.03	$ 45.41	$ 40.09	$ 33.61	$ 28.81	$ 16.75
	Salary Cost	$231	$424	$91	$2,265	$4,302	$3,284	$637

Total Hours 350 **Subtotal: Salary Costs** $ 11,234

2. PAYROLL BURDEN, GENERAL OVERHEAD, & ADMINISTRATION COST:	**176.03%**	$ 19,775
3. SUBTOTAL: LABOR COSTS		$ 31,009
4. FIXED FEE (12%)		$ 3,721

5. OTHER DIRECT COSTS:

	Quantity	Unit	Unit Cost	Amount
Reproductions	1	L.S.	$500.00	$750
Mileage	50	Mile	$0.510	$26
Phone, Express Mail	1	L.S.	$0.00	$0
			Sub-Total	$776

6. ESTIMATED TOTAL COST THIS PHASE	$ 35,506

Mississippi Craft Center Parking Improvments - Phase II
Project No. STP-0213-00(030) LPA/105887-702000
City of Ridgeland, Madison County, Mississippi

Task 2 - Special Services (Topographic Survey and Mapping)

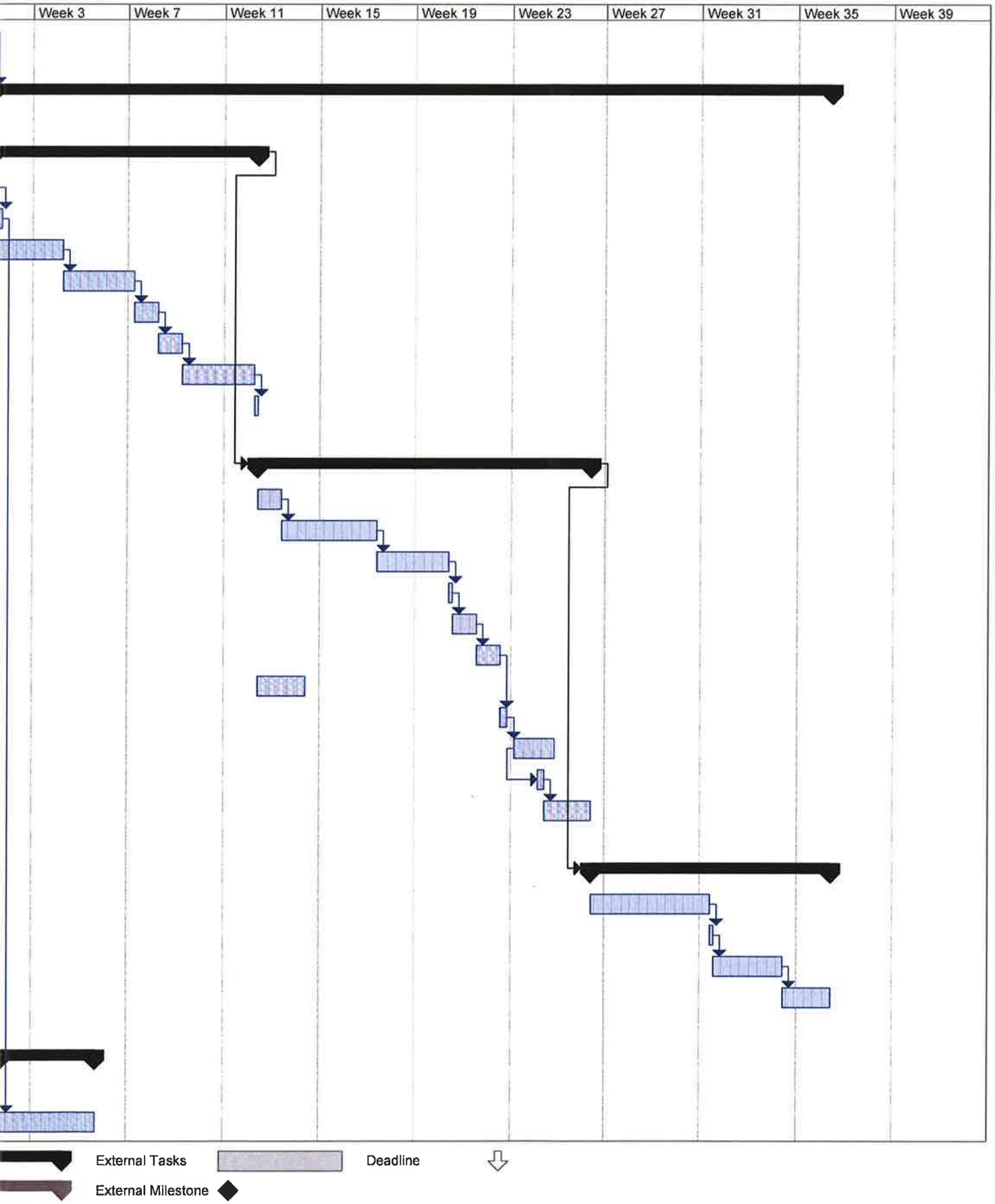
		CLASSIFICATION						
		GROUP MANAGER	SURVEY MANAGER	SURVEY TECHNICIAN	CADD TECHNICIAN	SURVEY CREW CHIEF	INSTRUMENT MAN	ROD MAN
	Task							
1. DIRECT LABOR								
ITEM	**Scope Description**							
1. Design								
a.	Project Control		1	2		4	4	4
b.	Utility Mapping		1	4		4	4	4
c.	Topographic Mapping	2	3	48		21	21	21
	Total Hours	2	5	54	0	29	29	29
	Average Hourly Rate	$56.41	$36.06	$28.96	$23.87	$30.50	$19.00	$12.40
	Salary Cost	$113	$180	$1,564	$0	$885	$551	$360
			Total Hours	148			**Subtotal: Salary Costs**	$ 3,652

2. PAYROLL BURDEN, GENERAL OVERHEAD, & ADMINISTRATION COST:	**176.03%**	$ 6,429
3. SUBTOTAL: LABOR COSTS		$ 10,081
4. FIXED FEE (12%)		$ 1,210

5. OTHER DIRECT COSTS:

	Quantity	Unit	Unit Cost	Amount
Reproductions	-	L.S.		
Mileage	100	Mile	$0.510	$51
Phone, Express Mail	-	L.S.	$0.00	$0
			Sub-Total	$51

6. ESTIMATED TOTAL COST THIS PHASE	$ 11,341


Week 3
Week 7
Week 11
Week 15
Week 19
Week 23
Week 27
Week 31
Week 35
Week 39
External Tasks
Deadline
External Milestone

the city of RIDGELAND

public works

MEMORANDUM

TO: The Mayor and Board of Aldermen

FROM: Christopher W. Bryson, City Engineer 9.24.2013

DATE: September 24, 2013

RE: **Recommendation of Award**
Jackson Street Lift Station Abandonment

Bids were opened at the office of the City Clerk on Tuesday, September 24, 2013 at 10:00 AM. A copy of the Certified Tabulation of Bids is attached.

Two bids were submitted ranging in total amounts from $345,848.00 to $381,348.00. The low Bidder was Blurton, Banks and Associates, Inc. with a Total Base Bid plus Deductive Alternate No. 1 in the amount of $345,848.00. The Opinion of Probable Construction Cost was $275,000.00. The proper proposal documentation, including bond, appears to be in order as required by the contract documents.

We recommend that award of the contract be made to Blurton, Banks and Associates, Inc. in the amount of $345,848.00 based on the Total Base Bid plus Deductive Alternate No. 1. There is available funding for this project in the 2010 Western Water and Sewer Bond Issue.

Thank you for your consideration of our request. Please contact me if you have any questions.

Attachment: Certified Tabulation of Bids

Cc: John M. McCollum, Public Works Director

mailing address: p.o. box 217 · ridgeland, ms 39158
street address: 304 highway 51 · ridgeland, ms 39157
ph: 601.853.2027 · fax: 601.853.2019 · www.ridgelandms.org

Gene F. McGee, cmo - mayor · John M. McCollum - director of public works

board of aldermen: D.I. Smith - at-large • Ken Heard, cmo, mayor pro tempore - ward 1 • Chuck Gautier - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Scott Jones, cmo - ward 5 • Wesley Hamlin, cmo - ward 6

Bid Tabulation for
Jackson Street Lift Station Removal
City of Ridgeland
September 24, 2013 at 10:00 a.m.

		Utility Constructors, Inc. P.O. Box 13627 Jackson, MS 39236 COR# 16721-MC	Blurton Banks PO Box 12448 Jackson, MS 39211 COR# 04885-CS
Item #	Description		
1.	Total Base Bid	$375,822.00	$381,348.00
2.	Total Base Bid Deductive Alt. #1	$348,622.00	$345,848.00

TABULATION OF BIDS
CITY OF RIDGELAND, MISSISSIPPI
JACKSON STREET LIFT STATION ABANDONMENT
RIDGELAND PROJECT NO. WS-08-02

ITEM NO	DESCRIPTION	UNIT	QUANTITY	Blurton, Banks & Assoc., Inc. 6055 Ridgewood Road, Suite D Jackson, MS 39211 COR# 04885 UNIT COST	TOTAL COST	Utility Constructors, Inc. P.O. Box 13627 Jackson, MS 39236 COR# 16721-MC UNIT COST	TOTAL COST
BASE BID							
1	MOBILIZATION-DEMOBILIZATION	LS	1.0	75,000.00	75,000.00	44,000.00	44,000.00
2	CLEARING AND GRUBBING	AC	7.0	1,000.00	7,000.00	1.00	7.00
3	SAW-CUT ASPHALT REMOVAL	LF	50.0	12.00	600.00	15.00	750.00
4	SELECT BEDDING, PM	CY	200.0	17.00	3,400.00	35.00	7,000.00
5	SELECT BACKFILL, PM	CY	400.0	12.00	4,800.00	16.00	6,400.00
6	LIMESTONE BASE COURSE, FM	CY	10.0	50.00	500.00	60.00	600.00
7	ASPHALT PAVEMENT REPAIR	TON	20.0	200.00	4,000.00	100.00	2,000.00
8	SEEDING, FERTILIZING, AND MULCHING	AC	1.0	1,500.00	1,500.00	1,250.00	1,250.00
9	SOLID SOD	SY	40.0	7.00	280.00	6.00	240.00
10	TEMPORARY SILT FENCE	LF	2,000.0	2.00	4,000.00	2.50	5,000.00
11	TEMPORARY EROSION CHECKS (WATTLES)	LF	200.0	5.00	1,000.00	4.00	800.00
12	10" SANITARY SEWER (8' - 10' Cut, PVC), LABOR ONLY	LF	218.0	16.50	3,597.00	25.00	5,450.00
13	10" SANITARY SEWER (10' - 12' Cut, PVC), LABOR ONLY	LF	108.0	19.50	2,106.00	30.00	3,240.00
14	10" SANITARY SEWER (12' - 14' Cut, PVC), LABOR ONLY	LF	134.0	23.00	3,082.00	65.00	8,710.00
15	10" SANITARY SEWER (14' - 16' Cut, PVC), LABOR ONLY	LF	125.0	28.00	3,500.00	85.00	10,625.00
16	10" SANITARY SEWER (16' - 18' Cut, PVC), LABOR ONLY	LF	196.0	36.00	7,056.00	105.00	20,580.00
17	10" SANITARY SEWER (18' - 20' Cut, PVC), LABOR ONLY	LF	118.0	45.00	5,310.00	115.00	13,570.00
18	10" SANITARY SEWER (20' - 22' Cut, PVC), LABOR ONLY	LF	93.0	54.00	5,022.00	155.00	14,415.00
19	10" SANITARY SEWER (22' - 24' Cut, PVC), LABOR ONLY	LF	125.0	70.00	8,750.00	170.00	21,250.00
20	10" SANITARY SEWER (24' - 26' Cut, PVC), LABOR ONLY	LF	163.0	90.00	14,670.00	190.00	30,970.00
21	14" HDPE PIPE, SDR 11, Directional Bore	LF	493.0	275.00	135,575.00	145.00	71,485.00
22	6" SANITARY SEWER SERVICE LINE	LF	60.0	15.00	900.00	18.00	1,080.00
23	18" STEEL CASING, BORED & JACKED (6' - 8')	LF	40.0	140.00	5,600.00	240.00	9,600.00
24	48" DIAMETER STANDARD MANHOLES (8'-10')	EA	1.0	4,700.00	4,700.00	6,700.00	6,700.00
25	48" DIAMETER STANDARD MANHOLES (12'-14')	EA	2.0	6,500.00	13,000.00	8,700.00	17,400.00
26	48" DIAMETER STANDARD MANHOLES (16'-18')	EA	1.0	8,500.00	8,500.00	11,500.00	11,500.00
27	48" DIAMETER STANDARD MANHOLES (20'-22')	EA	2.0	11,400.00	22,800.00	13,600.00	27,200.00
28	48" DIAMETER STANDARD MANHOLES (24'-26')	EA	1.0	14,000.00	14,000.00	16,300.00	16,300.00
29	CONVERT EX. LIFT STATION TO MANHOLE	LS	1.0	17,500.00	17,500.00	12,400.00	12,400.00
30	CONNECTION TO EX. MANHOLE	EA	2.0	800.00	1,600.00	1,900.00	3,800.00
31	REMOVAL OF EX. MANHOLE	EA	1.0	2,000.00	2,000.00	1,500.00	1,500.00
				TOTAL BASE BID	$381,348.00		$375,822.00

DEDUCTIVE ALTERNATE #1 - EPOXY LINING FOR CONCRETE MANHOLES							0
24-DA1	48" DIAMETER STANDARD MANHOLES (8'-10'); INTERIOR EPOXY LINING SYSTEM	EA	1.0	2,500.00	2,500.00	1,900.00	1,900.00
25-DA1	48" DIAMETER STANDARD MANHOLES (12'-14'); INTERIOR EPOXY LINING SYSTEM	EA	2.0	3,500.00	7,000.00	2,800.00	5,600.00
26-DA1	48" DIAMETER STANDARD MANHOLES (16'-18'); INTERIOR EPOXY LINING SYSTEM	EA	1.0	4,000.00	4,000.00	3,500.00	3,500.00
27-DA1	48" DIAMETER STANDARD MANHOLES (20'-22'); INTERIOR EPOXY LINING SYSTEM	EA	2.0	5,000.00	10,000.00	4,300.00	8,600.00
28-DA1	48" DIAMETER STANDARD MANHOLES (24'-26'); INTERIOR EPOXY LINING SYSTEM	EA	1.0	5,000.00	5,000.00	5,000.00	5,000.00
29-DA1	CONVERT EX. LIFT STATION TO MANHOLE; INTERIOR EPOXY LINING SYSTEM	LS	1.0	7,000.00	7,000.00	2,600.00	2,600.00
				TOTAL DEDUCTIVE ALTERNATE #1	$35,500.00		$27,200.00
TOTAL BASE BID					$381,348.00		$375,822.00
TOTAL BASE BID + DEDUCTIVE ALTERNATE #1					$345,848.00		$348,622.00

THIS IS TO CERTIFY THAT THIS IS A TRUE AND ACCURATE TABULATION OF BIDS FOR THE JACKSON STREET LIFT STATION ABANDONMENT PROJECT THAT WERE RECEIVED BY THE CITY OF RIDGELAND, MISSISSIPPI AT 10:00 AM CDT ON SEPTEMBER 24, 2013.

CERTIFIED BY: _____

CHRISTOPHER W. BRYSON, P.E.

CHRISTOPHER W. BRYSON
LICENSED PROFESSIONAL ENGINEER
19730
9.24.2013
STATE OF MISSISSIPPI

LPA-001 v 1.1

Revised Apr. 02, 2009

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Contractor's Estimate - Recap Sheet

STP-8323-00(003)/104840701

Printed: 09/12/2013 01:10 pm

Vendor Number	V000036718000	Completion Date	04/24/2014
Contract ID	LSTP832300003	Time Units / Days to be Allowed	609.00
In Account With	City of Ridgeland P.O. Box 217, Ridgeland, MS, 39158		
FMS Contract Number	OG00000794		
Estimate Number	0009 PROGRESS	Period	08/01/2013 Thru 08/31/2013

Project County: MADISON (45)	Current Period	Previous Estimate	Total Allowed to Date
Project Number: 104840701000 [STP-8323-00(003)/104840701]			
Total Cost (Participating)	$768,669.21	$3,968,850.22	$4,737,519.43
Total Cost (Non-Participating)	$0.00	$839,956.89	$839,956.89
Deduction for Non-Participating Items	($0.00)	($839,956.89)	($839,956.89)
Total Cost	$768,669.21	$3,968,850.22	$4,737,519.43
Project Total	$768,669.21	$3,968,850.22	$4,737,519.43
% Matching Funds Deduction for LPA 20.00000 %	($153,733.84)	($793,770.04)	($947,503.88)
Total Net Amount Owed to LPA	$614,935.37	$3,175,080.18	$3,790,015.54
Total Contract Net Work Due	$614,935.37	$3,175,080.18	$3,790,015.54
Time Units / Days Used	31.00	342.00	373.00
Contract % Complete (Dollars)	7.44 %	38.39 %	45.83 %
Contract % Elapsed Time	5.09 %	56.16 %	61.25 %

Quantities Checked
Original Signed
Wright, Stan (15-85) Project Engineer

LPA Official:

Approved:
Chief Engineer by
Original Signed LPA Engineer
Jeffrey C. Altman, P.E

Revised: 1/15/2009

STATEMENT OF LOCAL PUBLIC AGENCY PROGRESS AND FINAL ESTIMATES FOR CONSTRUCTION

CAD-001 and CAD-002

State of Mississippi
County: Madison
Local Public Agency (LPA): City of Ridgeland
Project Number: STP-8323-00(003)LPA / 104840-701000
Project Description:

Lake Harbour Drive widening from the intersection of U.S. Highway 51, east to the intersection of Northpark Drive.

Project Engineer/Architect's Name: Stan Wright, P.E.

I, Stan Wright, P.E., hereby verify for the attached estimate on the above listed project that:

a. All computations have been checked and are correct.

b. The final total amount allowed to the contractor is accurate and proper.

c. The last payment to the contractor is the difference between the amount previously paid the contractor and the total amount owed to the contractor.

d. All quantities listed are accurate and proper.

e. I understand that payment to the contractor will be based exclusively on my signature on the CAD-001 for which I bear full responsibility.

GARLAND S. WRIGHT JR. REGISTERED PROFESSIONAL ENGINEER PE. 13 MISSISSIPPI

Professional stamp/seal

Project Engineer/Architect (signature)

Sworn to and subscribed before me this 19 day of September, 2013.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 16178 SANDRA R. PIERCE Commission Expires March 8, 2016 RANKIN COUNTY

Notary stamp/seal

My Commission Expires:

Sandra R. Pierce

Notary (signature)

OCR-484

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS
JACKSON, MS
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

PROJECT NUMBER: STP-8323-00-(003)/104840-701000 COUNTY: MADISON COUNTY

PRIME CONTRACTOR: EUTAW CONSTRUCTION COMPANY, INC.

SUB-SUBCONTRACTOR:

PROJECT ENGINEER: MR. STAN WRIGHT

This is to certify that payment has been made to the following Sub-Contracting firms for the amount indicated for work performed or material/supplies purchased, on the referenced project to satisfy the DBE requirements.

*** THIS REPORT IS SUBJECT TO AUDIT ***

DBE FIRM (Listed on OCR-481 to meet project goal)	Type of Firm	Date of Payment	Amount Paid This Period	Total Paid To Date	Amount of Retainage Withheld	Amount of Retainage Paid	Percent Subcontract Complete
ILM, Inc.	C	***	$0	$0	$0		
Simmons Erosion Control, Inc.	C	***	$0	$0	$0		
Traffic Control Products Company, Inc.	C	8/8/2013	$94,689	$545,757	$0		77%
Lewis Electric, Inc.	C	***	$0	$0	$0		

DBE FIRM (Not Listed on OCR-481 to meet project goa	Type of Firm	Date of Payment	Amount Paid This Period	Total Paid To Date	Amount of Retainage Withheld	Amount of Retainage Paid	Percent Subcontract Complete
Road Pro Safety, Inc.	C	***	$0	$0	$0		

NON DBE FIRM	Type of Firm	Date of Payment	Amount Paid This Period	Total Paid To Date	Amount of Retainage Withheld	Amount of Retainage Paid	Percent Subcontract Complete
Apac MS, Inc.	C	**	$0	$42,957	$0		15%
Delta Constructors, Inc.	C	8/8/2013	$3,700	$11,446	$0		16.00%
CB land Developers, Inc.	C	**	$0	$221,418	$0		6%
C & S Land Service, LLC	C	**	$0	$64,762	$0		95%
Kimes & Stone Construction Co., Inc.	C	8/8/2013	$62,324	$62,324	$0		15%
Outdoor Solutions of MS, LLC	C	***	$0	$0	$0		

SUBMITTED BY:

TITLE: Project Manager

REVIEWED BY

TOTAL DBE PROJECT GOAL:

August 31, 2013

*** INSTRUCTIONS ***

1. Contractor must submit this report each month to the Project Engineer.
2. If no payments are made this period, submit a negative or no change report to the Project Engineer.
3. The Project Engineer will Attach the OCR-484 to the monthly estimate before submitting the estimate to Contract Administration Division.
4. Progress estimates may be with held if contractor fails to submit OCR-484

LPA002 v 1.6
Revised Oct. 10, 2008

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
Contractor's Estimate - Detail Sheet

STP-8323-00(003)/104840701
Printed: 09/12/2013

Vendor Number	V000036718000	Date Let	06/18/2012
Contract ID	LSTP832300003	Award Date	08/07/2012
In Account With	City of Ridgeland P.O. Box 217, Ridgeland, MS, 39158		
Surety	Default Surety For LPA Contract		
FMS CC Number	OG00000794		
Estimate Number	0009 PROGRESS	Period	08/01/2013 Thru 08/31/2013

Project Number	104840701000 | STP-8323-00(003)/104840701 MADISON (45)	Category	Roadway

	Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount	
					Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date
1	0010	201-A001		Clearing and Grubbing	1.000	0.000	0.950	LS	100,000.00	0.00	95,000.00
1	0020	201-B001		Clearing and Grubbing	3.000	0.000	1.000	ACRE	5,000.00	0.00	5,000.00
1	0030	202-B005		Removal of Asphalt Pavement, All Depths	30,008.000	459.000	8,777.000	SY	3.00	1,377.00	26,331.00
1	0040	202-B030		Removal of Concrete Pavement, All Depths	2,650.000	49.300	1,359.900	SY	6.50	320.45	8,839.35
1	0050	202-B036		Removal of Concrete Slope Paving	53.000	0.000	70.530	SY	7.80	0.00	550.13
1	0060	202-B042		Removal of Flared End Section, All Sizes	12.000	0.000	7.000	EA	240.00	0.00	1,680.00
1	0070	202-B076		Removal of Traffic Stripe	36,960.000	0.000	11,954.000	LF	0.43	0.00	5,140.22
1	0080	202-B079		Removal of Headwall	5.000	0.000	5.000	EA	1,680.00	0.00	8,400.00
1	0090	202-B093		Removal of Curb & Gutter, All Types	11,145.000	272.000	5,715.000	LF	6.25	1,700.00	35,718.75
1	0100	202-B106		Removal of Pipe, All Sizes	10,167.000	96.000	4,978.000	LF	7.00	672.00	34,846.00
1	0110	202-B138		Removal of Riprap	475.000	0.000	189.000	SY	6.75	0.00	1,275.75
1	0120	202-B170		Removal of Concrete Junction Box, Manhole and Inlet, All Siz es	47.000	3.000	30.000	EA	240.00	720.00	7,200.00
1	0130	203-A003	E	Unclassified Excavation, FM, AH	6,550.000	0.000	2,438.000	CY	5.90	0.00	14,384.20
1	0140	203-EX029	E	Borrow Excavation, AH, FME, Class B15	64,872.000	2,168.000	49,008.000	CY	16.50	35,772.00	808,632.00
1	0150	203-G003	E	Excess Excavation, FM, AH	74,101.000	2,047.000	61,274.000	CY	10.00	20,470.00	612,740.00
1	0160	206-A001	S	Structure Excavation	100.000	0.000	339.600	CY	13.00	0.00	4,414.80
1	0170	206-B001	E	Select Material for Undercuts, Contractor Furnished, FM	59.000	0.000	112.900	CY	50.00	0.00	5,645.00
1	0180	213-B001		Combination Fertilizer, 13-13-13	5.000	0.000	0.500	TON	750.00	0.00	375.00
1	0190	213-C001		Superphosphate	5.000	0.000	0.000	TON	750.00	0.00	0.00
1	0200	216-A001		Solid Sodding	21,200.000	200.000	200.000	SY	2.50	500.00	500.00
1	0210	219-A001		Watering	425.000	0.000	0.000	KGAL	20.00	0.00	0.00
1	0220	220-A001		Insect Pest Control	10.000	0.000	0.000	ACRE	30.00	0.00	0.00
1	0230	223-A001		Mowing	10.000	0.000	0.000	ACRE	40.00	0.00	0.00
1	0240	907-225-A001		Grassing	10.000	0.000	0.940	ACRE	1,500.00	0.00	1,410.00

	Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount	
					Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date
1	0250	907-225-B001		Agricultural Limestone	4.000	0.000	3.000	TON	100.00	0.00	300.00
1	0260	907-225-C001		Mulch, Vegetative Mulch	5.000	0.000	2.300	TON	400.00	0.00	920.00
1	0270	907-226-A001		Temporary Grassing	10.000	0.000	4.480	ACRE	100.00	0.00	448.00
1	0280	907-230-A025		Shrub Planting, Big Blue Liriope	3,850.000	0.000	0.000	EA	1.25	0.00	0.00
1	0290	907-230-A029		Shrub Planting, Dwarf Juniper	450.000	0.000	0.000	EA	12.50	0.00	0.00
1	0300	907-230-A1180		Shrub Planting, Indian Hawthorn	248.000	0.000	0.000	EA	12.50	0.00	0.00
1	0310	907-230-A1250		Shrub Planting, Burford Holly	6.000	0.000	0.000	EA	124.50	0.00	0.00
1	0320	907-230-B001		Tree Planting, American Holly	2.000	0.000	0.000	EA	124.50	0.00	0.00
1	0330	907-230-B010		Tree Planting, Shumard Oak	20.000	0.000	0.000	EA	124.50	0.00	0.00
1	0340	907-230-B027		Tree Planting, Pin Oak	20.000	0.000	0.000	EA	124.50	0.00	0.00
1	0350	907-230-B068		Tree Planting, Green Ash	20.000	0.000	0.000	EA	124.50	0.00	0.00
1	0360	907-230-B087		Tree Planting, Crape Myrtle	10.000	0.000	0.000	EA	124.50	0.00	0.00
1	0370	907-230-D001		Bed Preparation	15,650.000	0.000	0.000	SF	0.40	0.00	0.00
1	0380	234-A001		Temporary Silt Fence	17,400.000	391.000	9,094.000	LF	2.50	977.50	22,735.00
1	0390	907-237-A002		Wattles 12"	2,000.000	0.000	0.000	LF	4.35	0.00	0.00
1	0400	907-237-A003		Wattles, 20"	800.000	150.000	2,670.000	LF	5.00	750.00	13,350.00
1	0410	239-A001		Temporary Slope Drains	250.000	0.000	0.000	LF	5.00	0.00	0.00
1	0420	907-246-A002		Sandbags	1,000.000	0.000	0.000	EA	4.00	0.00	0.00
1	0430	907-246-B002		Rockbags	800.000	0.000	745.000	EA	7.50	0.00	5,587.50
1	0440	907-247-A001		Temporary Stream Diversion	2.000	0.000	0.000	EA	1,000.00	0.00	0.00
1	0450	907-249-A001		Riprap for Erosion Control	500.000	0.000	151.490	TON	55.00	0.00	8,331.95
1	0460	907-249-B001		Remove and Reset Riprap	50.000	20.000	42.000	CY	35.00	700.00	1,470.00
1	0470	907-258-PP016		Bollard	176.000	0.000	0.000	EA	100.00	0.00	0.00
1	0480	907-304-A001	GY	Granular Material, LVM, Class 5, Group C	1,200.000	0.000	374.400	CY	20.00	0.00	7,488.00
1	0490	907-304-F002	GT	Size 610 Crushed Stone Base	3,000.000	296.400	2,202.780	TON	43.00	12,745.20	94,719.54
1	0500	907-307-C005	M	8" Soil-Lime-Water Mixing, Class C	70,800.000	11,732.000	31,076.000	SY	1.60	18,771.20	49,721.60
1	0510	907-307-D001		Lime	1,590.000	151.930	395.940	TON	170.00	25,828.10	67,309.80
1	0520	907-307-S001		Bituminous Curing Seal	12,390.000	1,715.514	3,670.515	GAL	3.86	6,621.88	14,168.18
1	0530	907-403-M002		Warm Mix Asphalt, MT, 12.5-mm mixture	9,496.000	857.540	1,193.470	TON	88.00	75,463.52	105,025.36
1	0540	907-403-M007		Warm Mix Asphalt, MT, 19-mm mixture	9,496.000	3,433.760	3,552.540	TON	67.00	230,061.92	238,020.18
1	0550	907-403-M006		Warm Mix Asphalt, MT, 9.5-mm mixture	5,192.000	0.000	0.000	TON	96.50	0.00	0.00
1	0560	907-403-M004		Warm Mix Asphalt, ST, 19 mm Mixture	8,300.000	1,484.020	3,866.790	TON	73.50	109,075.47	284,209.07
1	0570	907-403-M001		Warm Mix Asphalt, MT, 9.5-mm mixture	2,200.000	0.000	45.330	TON	86.85	0.00	3,936.91
1	0580	406-A001		Cold Milling of Bituminous Pavement, All	7,000.000	0.000	0.000	SY	4.00	0.00	0.00

	Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount	
					Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date
				Depths							
1	0590	907-407-A001	A2	Asphalt for Tack Coat	19,760.000	1,955.010	2,077.990	GAL	2.41	4,711.57	5,007.95
1	0600	503-C007		Saw Cut, Full Depth	522.000	41.000	385.000	LF	5.00	205.00	1,925.00
1	0610	907-601-A001	S	Class "B" Structural Concrete	83.000	0.000	94.110	CY	810.00	0.00	76,229.10
1	0620	907-601-B003	S	Class "B" Structural Concrete, Minor Structures	318.000	69.675	188.874	CY	1,700.00	118,447.50	321,085.80
1	0630	602-A001	S	Reinforcing Steel	36,957.000	6,920.889	29,624.407	LBS	0.50	3,460.44	14,812.20
1	0640	603-CA002	S	18" Reinforced Concrete Pipe, Class III	7,552.000	128.000	4,556.000	LF	40.00	5,120.00	182,240.00
1	0650	603-CA003	S	24" Reinforced Concrete Pipe, Class III	1,958.000	0.000	1,412.000	LF	45.00	0.00	63,540.00
1	0660	603-CA004	S	30" Reinforced Concrete Pipe, Class III	1,256.000	8.000	1,080.000	LF	53.00	424.00	57,240.00
1	0670	603-CA005	S	36" Reinforced Concrete Pipe, Class III	100.000	0.000	32.000	LF	100.00	0.00	3,200.00
1	0680	603-CB003	S	30" Reinforced Concrete End Section	2.000	1.000	3.000	EA	863.00	863.00	2,589.00
1	0690	603-CE001	S	22" x 13" Concrete Arch Pipe, Class A III	288.000	0.000	236.000	LF	48.00	0.00	11,328.00
1	0700	603-CE004	S	44" x 27" Concrete Arch Pipe, Class A III	16.000	0.000	4.000	LF	200.00	0.00	800.00
1	0710	603-CF004	S	44" x 27" Concrete Arch Pipe End Section	2.000	0.000	1.000	EA	1,300.00	0.00	1,300.00
1	0720	603-PA003	S	10' x 4' Precast Concrete Box Culvert	91.000	0.000	92.000	LF	650.00	0.00	59,800.00
1	0730	603-PB003	S	10' x 4' Precast Concrete Box Culvert End Section	2.000	1.000	1.000	EA	5,165.00	5,165.00	5,165.00
1	0740	603-SB003	S	18" Branch Connections, Stub into Concrete Box Culvert	2.000	0.000	2.000	EA	500.00	0.00	1,000.00
1	0750	603-SB004	S	24" Branch Connections, Stub into Box Culvert	1.000	0.000	0.000	EA	500.00	0.00	0.00
1	0760	604-A001		Castings	7,663.000	0.000	90.000	LBS	1.50	0.00	135.00
1	0770	604-B001		Gratings	2,750.000	0.000	0.000	LBS	3.00	0.00	0.00
1	0780	608-B001	S	Concrete Sidewalk, With Reinforcement	750.000	0.000	0.000	SY	35.50	0.00	0.00
1	0790	907-608-D002	S	Stamped and Colored Concrete Sidewalk, Per Plans	170.000	0.000	0.000	SY	78.35	0.00	0.00
1	0800	609-D005	S	Combination Concrete Curb and Gutter Type 3B Modified	17,923.000	3,955.000	7,938.000	LF	13.20	52,206.00	104,781.60
1	0810	907-611-PP003	S	Detectable Warning, Per Plans	1,562.000	0.000	0.000	SF	18.25	0.00	0.00
1	0820	613-A001		Adjustment of Castings, Gratings & Utility Appurtenances	1.000	0.200	0.450	LS	8,625.00	1,725.00	3,881.25
1	0830	614-B001	S	Concrete Driveway, With Reinforcement	1,524.000	462.580	635.880	SY	49.00	22,666.42	31,158.12
1	0850	619-A1001		Temporary Traffic Stripe, Continuous White	44,000.000	0.000	7,595.000	LF	0.10	0.00	759.50
1	0860	619-A2001		Temporary Traffic Stripe, Continuous Yellow	30,000.000	0.000	26,534.000	LF	0.10	0.00	2,653.40
1	0870	619-A3001		Temporary Traffic Stripe, Skip White	18,480.000	0.000	0.000	LF	0.08	0.00	0.00
1	0880	619-A4001		Temporary Traffic Stripe, Skip Yellow	13,200.000	0.000	500.000	LF	0.08	0.00	40.00
1	0890	619-A5001		Temporary Traffic Stripe, Detail	1,550.000	0.000	0.000	LF	0.24	0.00	0.00

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1	0900	619-A6001		Temporary Traffic Stripe, Legend	1,325.000	0.000	409.500	LF	0.34	0.00	139.23
1	0910	619-A6002		Temporary Traffic Stripe, Legend	1,100.000	0.000	50.700	SF	0.72	0.00	36.50
1	0920	619-D1001		Standard Roadside Construction Signs, Less than 10 Square Fe et	479.000	0.000	298.050	SF	9.00	0.00	2,682.45
1	0930	619-D2001		Standard Roadside Construction Signs, 10 Square Feet or More	208.000	0.000	909.000	SF	9.00	0.00	8,181.00
1	0940	619-D3001		Remove and Reset Signs, All Sizes	40.000	0.000	0.000	EA	95.91	0.00	0.00
1	0950	619-E1001		Flashing Arrow Panel, Type C	2.000	0.000	1.000	EA	1,000.00	0.00	1,000.00
1	0960	907-619-E3001		Changeable Message Sign	2.000	0.000	0.000	EA	5,000.00	0.00	0.00
1	0970	619-F1002		Portable Median Barrier	8,630.000	0.000	7,936.500	LF	64.00	0.00	507,936.00
1	0980	619-F2002		Remove and Reset Portable Median Barrier	8,630.000	0.000	0.000	LF	1.00	0.00	0.00
1	0990	619-G4005		Barricades, Type III, Double Faced	430.000	0.000	480.000	LF	30.00	0.00	14,400.00
1	1000	619-G5001		Free Standing Plastic Drums	275.000	0.000	288.000	EA	88.00	0.00	25,344.00
1	1020	907-626-A004		6" Thermoplastic Traffic Stripe, Skip White	18,409.000	0.000	0.000	LF	0.19	0.00	0.00
1	1030	907-626-C008		6" Thermoplastic Edge Stripe, Continuous White	17,440.000	0.000	0.000	LF	0.37	0.00	0.00
1	1040	907-626-D004		6" Thermoplastic Traffic Stripe, Skip Yellow	10,660.000	0.000	0.000	LF	0.19	0.00	0.00
1	1050	907-626-F008		6" Thermoplastic Edge Stripe, Continuous Yellow	18,409.000	0.000	0.000	LF	0.37	0.00	0.00
1	1060	907-626-G004		Thermoplastic Detail Stripe, White	5,748.000	0.000	0.000	LF	0.72	0.00	0.00
1	1070	907-626-G005		Thermoplastic Detail Stripe, Yellow	480.000	0.000	0.000	LF	0.97	0.00	0.00
1	1080	907-626-H004		Thermoplastic Legend, White	2,585.000	0.000	0.000	LF	1.69	0.00	0.00
1	1090	907-626-H005		Thermoplastic Legend, White	1,695.000	0.000	0.000	SF	3.28	0.00	0.00
1	1100	627-K001		Red-Clear Reflective High Performance Raised Markers	480.000	0.000	0.000	EA	3.86	0.00	0.00
1	1110	627-L001		Two-Way Yellow Reflective High Performance Raised Markers	1,236.000	0.000	0.000	EA	3.86	0.00	0.00
1	1120	630-A001		Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	570.000	0.000	0.000	SF	9.55	0.00	0.00
1	1130	630-C003		Steel U-Section Posts, 3.0 lb/ft	970.000	0.000	0.000	LF	3.57	0.00	0.00
1	1140	635-A001		Vehicle Loop Assemblies	8,334.000	0.000	0.000	LF	8.69	0.00	0.00
1	1150	636-A003		Shielded Cable, 4 Conductor	5,300.000	0.000	0.000	LF	0.97	0.00	0.00
1	1160	638-A005		Loop Detector Amplifier, Card Rack Mounted, 4 Channel	12.000	0.000	0.000	EA	723.75	0.00	0.00
1	1170	907-639-A010		Traffic Signal Equipment Pole, Type IV, 30' Shaft, 35' Arm	1.000	0.000	0.000	EA	4,825.00	0.00	0.00
1	1180	907-639-A015		Traffic Signal Equipment Pole, Type IV, 30'	5.000	0.000	0.000	EA	6,176.00	0.00	0.00

	Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount	
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				Shaft, 50' Arm							
1	1190	907-639-A016		Traffic Signal Equipment Pole, Type IV, 30' Shaft, 55' Arm	3.000	0.000	0.000	EA	7,527.00	0.00	0.00
1	1200	907-639-A021		Traffic Signal Equipment Pole, Type IV, 30' Shaft, 40' Arm	2.000	0.000	0.000	EA	4,825.00	0.00	0.00
1	1210	907-639-A029		Traffic Signal Equipment Pole, Type IV, 30' Shaft, 45' Arm	1.000	0.000	0.000	EA	5,307.50	0.00	0.00
1	1220	907-639-A030		Traffic Signal Equipment Pole, Type IV, 30' Shaft, 65' Arm	1.000	0.000	0.000	EA	8,492.00	0.00	0.00
1	1230	907-639-C002		Pole Foundations, 36" Diameter	68.000	0.000	0.000	CY	0.10	0.00	0.00
1	1240	640-A016		Traffic Signal Heads, Type 1 LED	21.000	0.000	0.000	EA	772.00	0.00	0.00
1	1250	640-A017		Traffic Signal Heads, Type 2 LED	4.000	0.000	0.000	EA	723.75	0.00	0.00
1	1260	640-A018		Traffic Signal Heads, Type 3 LED	2.000	0.000	0.000	EA	877.80	0.00	0.00
1	1270	640-A022		Traffic Signal Heads, Type 7 LED	8.000	0.000	0.000	EA	1,616.38	0.00	0.00
1	1280	640-A034		Traffic Signal Heads, Type 6 LED Countdown	20.000	0.000	0.000	EA	607.95	0.00	0.00
1	1290	642-A008		Solid State Traffic Actuated Controllers, Type 8A	3.000	0.000	0.000	EA	14,475.00	0.00	0.00
1	1300	644-A001		Optical Detector	13.000	0.000	0.000	EA	579.00	0.00	0.00
1	1310	644-B001		Optical Detector Cable	1,562.000	0.000	0.000	LF	1.93	0.00	0.00
1	1320	644-C002		Phase Selector, 4 Channel	3.000	0.000	0.000	EA	3,281.00	0.00	0.00
1	1330	647-A001		Pullbox, Type 1	8.000	0.000	0.000	EA	289.50	0.00	0.00
1	1340	647-A003		Pullbox, Type 4	15.000	0.000	0.000	EA	772.00	0.00	0.00
1	1350	647-A005		Pullbox, Type 2	13.000	0.000	0.000	EA	395.65	0.00	0.00
1	1360	907-650-A003		On Street Video Equipment, PTZ Type	5.000	0.000	0.000	EA	4,246.00	0.00	0.00
1	1370	653-A001		Traffic Sign, Encapsulated Lens	100.000	0.000	0.000	SF	0.10	0.00	0.00
1	1380	653-B001		Street Name Sign, Encapsulated Lens	360.000	0.000	0.000	SF	0.10	0.00	0.00
1	1390	907-654-A001		Battery Back-up System	5.000	0.000	0.000	EA	10,000.00	0.00	0.00
1	1400	907-657-A001		Fiber Optic Cable, 72 SM	8,630.000	0.000	0.000	LF	3.67	0.00	0.00
1	1410	907-657-B001		Fiber Optic Drop Cable, 12 SM	200.000	0.000	0.000	LF	4.83	0.00	0.00
1	1420	666-B016		Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 7 Conductor	1,196.000	0.000	0.000	LF	2.90	0.00	0.00
1	1430	666-B020		Electric Cable, Underground in Conduit, IMSA 20-1, AWG 6, 1 Conductor	1,562.000	0.000	0.000	LF	1.93	0.00	0.00
1	1440	668-A009		Traffic Signal Conduit, Underground, Type 1, 3"	30.000	0.000	0.000	LF	9.65	0.00	0.00
1	1450	668-A018		Traffic Signal Conduit, Underground, Type 4, 2"	9,850.000	0.000	0.000	LF	4.83	0.00	0.00

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					Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date
1	1460	668-B006		Traffic Signal Conduit, Underground Drilled or Jacked, Type1 , 2"	3,185.000	0.000	0.000	LF	6.76	0.00	0.00
1	1470	668-B008		Traffic Signal Conduit, Underground Drilled or Jacked, Type1 , 3"	245.000	0.000	0.000	LF	10.62	0.00	0.00
1	1490	815-A008	S	Loose Riprap, Size 200	700.000	24.400	30.400	TON	52.00	1,268.80	1,580.80
1	1500	815-D001	S	Concrete Slope Paving	20.000	0.000	0.000	CY	375.00	0.00	0.00
1	1510	815-E001	S	Geotextile under Riprap	2,900.000	0.000	0.000	SY	2.50	0.00	0.00
1	1520	815-F002	S	Sediment Control Stone	500.000	0.000	150.100	TON	50.00	0.00	7,505.00
2	1530	907-263-A010		12" Diameter PVC SS non-participating	300.000	0.000	0.000	LF	48.00	0.00	0.00
2	1540	907-265-A020		12" Diameter PVC C-900 non-participating	4,900.000	0.000	5,925.500	LF	44.00	0.00	260,722.00
2	1550	907-265-A002	S	8" PVC Pipe, C-900 non-participating	450.000	0.000	385.500	LF	20.00	0.00	7,710.00
2	1560	907-265-C002		Ductile Iron Fittings non-participating	21,000.000	0.000	14,989.000	LBS	0.01	0.00	149.89
2	1570	907-265-F007		Fire Hydrants with Gate Valve and Box non-participating	14.000	0.000	13.000	EA	2,205.00	0.00	28,665.00
2	1580	907-265-F008		6" C-900 PVC Fire Hydrant Legs non-participating	140.000	0.000	26.000	LF	15.00	0.00	390.00
2	1590	907-265-J011		12" X 12" Tapping Sleeve and Valve with Box non-participating	12.000	0.000	9.000	EA	5,000.00	0.00	45,000.00
2	1600	907-265-L006		3/4" HDPE Service Line non-participating	1,300.000	0.000	788.000	LF	4.50	0.00	3,546.00
2	1610	907-265-L007		3/4" HDPE Service Line For Irrigation non-participating	250.000	0.000	0.000	LF	5.00	0.00	0.00
2	1620	907-265-L008		3/4" Service Assembly Reconnection non-participating	20.000	0.000	29.000	EA	500.00	0.00	14,500.00
2	1630	613-D005		Adjustment of Manhole non-participating	12.000	0.000	0.000	EA	275.00	0.00	0.00
2	1640	907-632-J005		Steel Casing, Bored, 24" non-participating	1,730.000	0.000	1,029.000	LF	210.00	0.00	216,090.00
2	1650	907-632-K001		12" Diameter PVC C-900 Unencased Bore non-participating	600.000	0.000	1,330.000	LF	80.00	0.00	106,400.00
2	1660	907-632-L001		3/4" HDPE Service Line Unencased Bore non-participating	1,200.000	0.000	940.000	LF	14.50	0.00	13,630.00
2	2000	907-265-J013		8" X 8" Tapping Sleeve and Valve with Box Non-Participating	2.000	0.000	7.000	EA	3,000.00	0.00	21,000.00
2	2010	907-265-J014		6" X 6" Tapping Sleeve and Valve with Box Non-Participating	9.000	0.000	14.000	EA	2,600.00	0.00	36,400.00
2	2020	907-265-J015		4" X 4" Tapping Sleeve and Valve with Box Non-Participating	2.000	0.000	0.000	EA	2,200.00	0.00	0.00
2	2030	907-265-J016		2" X 2" Tapping Sleeve and Valve with Box Non-Participating	2.000	0.000	0.000	EA	1,000.00	0.00	0.00
2	2040	907-262-A003	S	6" PVC Pipe, C-900, Class 100 Non-Participating	60.000	0.000	631.000	LF	22.00	0.00	13,882.00

	Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount	
					Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date
2	2050	907-265-D020		12" Gate Valve and Value Box Non-Participating	12.000	0.000	14.000	EA	2,400.00	0.00	33,600.00
2	2060	907-265-D002		8" Gate Valve and Value Box Non-Participating	1.000	0.000	1.000	EA	1,500.00	0.00	1,500.00
2	2070	907-265-D003		6" Gate Valve and Value Box Non-Participating	1.000	0.000	3.000	EA	1,100.00	0.00	3,300.00
2	2080	907-265-D021		4" Gate Valve and Value Box Non-Participating	1.000	0.000	0.000	EA	950.00	0.00	0.00
2	2090	907-265-D022		2" Gate Valve and Value Box Non-Participating	1.000	0.000	0.000	EA	620.00	0.00	0.00
2	2100	907-262-A013		4" PVC Pipe, C-900, Class 100 Non-Participating	60.000	0.000	0.000	LF	9.50	0.00	0.00
2	2110	907-263-A011		2" Diameter PVC SDR 26 Non-Participating	60.000	0.000	32.000	LF	7.00	0.00	224.00
2	2120	907-265-L009		2" Service Assembly Reconnection Non-Participating	3.000	0.000	0.000	EA	950.00	0.00	0.00
2	2130	907-265-L011		1" HDPE Service Line Non-Participating	100.000	0.000	83.000	LF	6.00	0.00	498.00
2	2140	907-265-L010		1" Service Assembly Reconnection Non-Participating	2.000	0.000	5.000	EA	740.00	0.00	3,700.00
2	2150	907-265-L012		1" HDPE Service Line Unencased Bore Non-Participating	80.000	0.000	0.000	LF	19.00	0.00	0.00
2	2160	907-263-B010		12" HDPE Directional Drill Non-Participating	80.000	0.000	160.000	LF	130.00	0.00	20,800.00
2	2170	907-262-C010		Cap 4" or 6" Abandoned Sewer Services Non-Participating	6.000	0.000	0.000	EA	250.00	0.00	0.00
2	2180	907-265-A021		12" Restraint Harnesses Non-Participating	10.000	0.000	55.000	EA	150.00	0.00	8,250.00
1	3000	603-SB028	S	30" Branch Connections, Stub into Box Culvert S/A	1.000	1.000	1.000	EA	1,250.24	1,250.24	1,250.24
									Total Roadway Items	**760,039.21**	**4,956,506.32**
									Total Participating Direct Items	**760,039.21**	**4,116,549.43**
									Total Non-Participating Direct Items	**0.00**	**839,956.89**
Total Direct Items on Contract = 9,631,505.08									**Total Direct Items**	**760,039.21**	**4,956,506.32**

Dependent Items

Part	Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount	
					Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date
1	0840	618-A001		Maintenance of Traffic	1.000000	0.0788	0.5145	LS	100,000.00	7,880.00	51,450.00
1	1010	620-A001		Mobilization	1.000000	0.0000	1.0000	LS	531,270.00	0.00	531,270.00
1	1480	907-699-A002		Roadway Construction Stakes	1.000000	0.0100	0.5100	LS	75,000.00	750.00	38,250.00
									Total Participating Dependent Items	**8,630.00**	**620,970.00**
									Total Non-Participating Dependent Items	**0.00**	**0.00**
									Total Dependent Items	**8,630.00**	**620,970.00**
									Total Project Participating Construction Items	**768,669.21**	**4,737,519.43**

						Total Project Non-Participating Construction Items	**0.00**	**839,956.89**
						Total Project Construction Items	**768,669.21**	**5,577,476.32**
Stockpiled Material Adjustments								
	Line No	Item Number	Item Description		Adjustment Description		Current	Allowed-to-Date
						Total Participating Stockpiled Material Adjustments	**0.00**	**0.00**
						Total Participating Costs (on LPA001)	**768,669.21**	**4,737,519.43**
						Total Non-Participating Costs (on LPA001)	**0.00**	**839,956.89**
Project: 104840701000 | STP-8323-00(003)/104840701						**Total Costs (on LPA001)**	**768,669.21**	**5,577,476.32**
Fuel And Material Adjustments								
	Line No	**Item Number**	**Item Description**	**Adjustment Description**		**Price Difference**	**Current**	**Allowed-to-Date**
						Total Participating Fuel And Material Adjustments	**0.00**	**0.00**
						Total Non-Participating Fuel And Material Adjustments	**0.00**	**0.00**
						Total Fuel And Material Adjustments	**0.00**	**0.00**
Total Construction Cost on Contract = 10,337,775.08						**Total Contract Net Work Due (on LPA001)**	**768,669.21**	**5,577,476.32**