

**STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER
CITY OF PICAYUNE**

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met at City Hall, 815 North Beech Street, in said City, Tuesday, March 16, 2010, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Larry Watkins, Lynn Bumpers, Todd Lane, Larry Breland and Wayne Gouguet, City Clerk Priscilla Daniel and City Manager Harvey Miller.

It Being Determined a quorum was present, the following proceedings were held.

Opening prayer was given by Larry Breland, followed by the Pledge of Allegiance led by Mayor Ed Pinero.

DOUG JONES & MARK STOCKSTILL FROM HIGHLAND COMMUNITY HOSPITAL GAVE AN UPDATE ON THE STATUS OF THE NEW HOSPITAL

ORDER TO APPROVE MINUTES

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to approve the Minutes for the City of Picayune recessed meeting dated March 2, 2010.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ACKNOWLEDGE RECEIPT OF MONTHLY PRIVILEGE LICENSE REPORT

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to acknowledge receipt of monthly Privilege License Report for the month of February 2010.

REGULAR MEETING MARCH 16, 2010

CITY OF PICAYUNE
PRIV LIC ISSUED

DATE: 02/01/2010

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LICENSE	ACCT	BUSINESS	AMOUNT
9152	1806	ALLISON REAL ESTATE, LLC	20.00
9156	1810	BABS CONSULTING SERVICE	20.00
9155	1809	CARTER'S JEWELRY	20.00
9153	1807	NEW BUFFET CITY INC.	30.00
9154	1808	OLD SCHOOL PRODUCTION	20.00
9157	1271	STEEL MAGNOLIAS	22.80
	6	TOTAL >>>	132.80

REGULAR MEETING MARCH 16, 2010

CITY OF PICAYUNE
NEW BUSINESS LISTING

DATE: 03/11/2010

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ACCT	BUSINESS NAME	ORG DATE	LOCATION	APPLICANT	PROD SRV
1806	ALLISON REAL ESTATE, LLC	02/09/2010	803 MEMORIAL BLVD STE C-	ALLISON REAL ESTATE, LLC	COMMERCIAL CONS
1807	NEW BUFFET CITY INC.	02/09/2010	781 MEMORIAL BLVD	YANZHEN YE	CHINESE RESTAUR
1808	OLD SCHOOL PRODUCTION	02/09/2010	605 S MAIN ST STE B	MISS BARBARA WHITEHEAD	TRANSFER OLD VH
1809	CARTER'S JEWELRY	02/09/2010	1125 E HWY 43 N	CHRIS THOMPSON	JEWELRY MFG, BU
TOTAL >>	4				

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

**MOTION TO ACKNOWLEDGE RECEIPT OF MONTHLY PUBLIC RECORDS
REQUEST REPORT**

REGULAR MEETING MARCH 16, 2010

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to acknowledge receipt of monthly Public Records Requests Report for the month of February 2010.

CITY OF PICAYUNE REPORT OF PUBLIC RECORDS REQUESTS FEBRUARY 2010				
DATE	PERSON REQUESTING	SUBJECT MATTER	DATE FILLED/ DENIED	ACTION
02/23/10	SAFeway INSURANCE COMPANY	ACCIDENT REPORT # 2001-02-0994 NAT	02/23/10	APPROVED
02/23/10	LEXIS NEXIS	ACCIDENT REPORT # 2010-01-2777	02/23/10	APPROVED
02/23/10	LEXIS NEXIS	ACCIDENT REPORT # 2010-02-0313 NAT	02/23/10	APPROVED
02/23/10	LEXIS NEXIS	ACCIDENT REPORT # 2009-02-1507	02/23/10	APPROVED
02/23/10	LEXIS NEXIS	ACCIDENT REPORT # 2010-02-1138 NAT	02/23/10	APPROVED
02/23/10	LEXIS NEXIS	ACCIDENT REPORT # 2010-02-0863	02/23/10	APPROVED
02/23/10	LEXIS NEXIS	INCIDENT REPORT # 2010-02-1437	02/23/10	APPROVED
02/11/10	STATE FARM INSURANCE COMPANY	INCIDENT REPORT # 2010-01-1034	02/11/10	APPROVED
02/11/10	LEXIS NEXIS	ACCIDENT REPORT # 2010-01-1276	02/11/10	APPROVED
02/10/10	LEXIS NEXIS	ACCIDENT REPORT # 2010-02-0302	02/11/10	APPROVED
02/10/10	STATE FARM INSURANCE COMPANY	ACCIDENT REPORT # 2010-01-2620	02/10/10	APPROVED
02/10/10	STATE FARM INSURANCE COMPANY	ACCIDENT REPORT # 2010-01-0852	02/10/10	APPROVED
01/20/10	FARM BUREAU	ACCIDENT REPORT # 2010-01-2079 NAT	01/20/10	APPROVED
02/10/10	SAFeway INSURANCE COMPANY	ACCIDENT REPORT # 2010-01-2785	02/10/10	APPROVED
02/10/10	LEXIS NEXIS	ACCIDENT REPORT # 2010-01-1417	02/10/10	APPROVED
02/10/10	LEXIS NEXIS	ACCIDENT REPORT # 2009-12-2000 NAT	02/10/10	APPROVED
02/10/10	LEXIS NEXIS	ACCIDENT REPORT # 2009-12-2000 NAT	02/10/10	APPROVED
02/03/10	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2010-01-2021 NAT	02/03/10	APPROVED
02/03/10	LEXIS NEXIS	ACCIDENT REPORT # 2010-01-2308	02/03/10	APPROVED
02/03/10	STATE FARM INSURANCE COMPANY	ACCIDENT REPORT # 2010-01-0206	02/03/10	APPROVED
02/25/10	KEYONA GOODMAN	INCIDENT REPORT # 2010-10-2252	02/25/10	APPROVED
02/22/10	BRENDA TREVATHAN-KELLA	INCIDENT REPORT # 2010-02-2051	02/25/10	APPROVED
02/24/10	U.S. PROBATION OFFICE FOR JUAN M DIAZ-MORALES	BACKGROUND CHECK	02/24/10	APPROVED
02/24/10	U.S. PROBATION OFFICE FOR SERGIO A NEWLAND	BACKGROUND CHECK	02/24/10	APPROVED
02/24/10	U.S. PROBATION OFFICE FOR MELANIE VANBOLDEN	BACKGROUND CHECK	02/24/10	APPROVED
02/24/10	U.S. PROBATION OFFICE FOR KIMBERLY B TALYOR	BACKGROUND CHECK	02/24/10	APPROVED
02/24/10	U.S. PROBATION OFFICE FOR PEGGY S HILTON	BACKGROUND CHECK	02/24/10	APPROVED
02/24/10	U.S. PROBATION OFFICE FOR LASHONDA M BOOKER-MOORE	BACKGROUND CHECK	02/24/10	APPROVED
02/24/10	U.S. PROBATION OFFICE FOR	BACKGROUND CHECK	02/24/10	APPROVED
02/24/10	ALLEN J WILKS	BACKGROUND CHECK	02/24/10	APPROVED
02/24/10	CHARLES COLLINS	BACKGROUND CHECK	02/24/10	APPROVED
02/24/10	PRC SHERIFF'S DEPT FOR TIMOTHY S GARNER	BACKGROUND CHECK	02/24/10	APPROVED
02/24/10	PRC SHERIFF'S DEPT FOR ROBERT W GILLESPIE II	BACKGROUND CHECK	02/24/10	APPROVED
02/24/10	CARLOS VALASUEZ	BACKGROUND CHECK	02/24/10	APPROVED
02/24/10	JOSEPH A BEVERLY	BACKGROUND CHECK	02/24/10	APPROVED
02/24/10	MAGEE, REQUITA S	BACKGROUND CHECK	02/24/10	APPROVED
02/23/10	MIKE TUSA	INCIDENT REPORT # 2010-02-0988	02/23/10	APPROVED
02/22/10	MICHAEL WADE COLEMAN	INCIDENT REPORT # 2010-02-1456	02/22/10	APPROVED
02/22/10	PRESTON DAVIS	INCIDENT REPORT # 2010-02-1732	02/22/10	APPROVED
02/18/10	U.S. PROBATION OFFICE FOR CAROLYN A WILLIAMS	BACKGROUND CHECK	02/18/10	APPROVED
02/18/10	GLORIA D PARKER	BACKGROUND CHECK	02/18/10	APPROVED
02/18/10	CONNIE E HINMAN	BACKGROUND CHECK	02/18/10	APPROVED
02/18/10	DEPARTMENT OF HUMAN SERVICES FOR DAVID A IVANISKY	BACKGROUND CHECK	02/18/10	APPROVED
02/18/10	JOANN C LOVELL	BACKGROUND CHECK	02/18/10	APPROVED
02/18/10	BRIDGET R MCCORMICK	BACKGROUND CHECK	02/18/10	APPROVED

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02/17/10	CATHY KING	INCIDENT REPORT # 2010-02-0991	02/17/10	APPROVED
02/16/10	REGINA BYRD	INCIDENT REPORT # 2010-02-0419	02/16/10	APPROVED
02/16/10	ETHAN SEALS	ACCIDENT REPORT # 2010-02-0970	02/16/10	APPROVED
02/16/10	LEXIS NEXIS	ACCIDENT REPORT # 2010-01-2100	02/16/10	APPROVED
02/16/10	LEXIS NEXIS	ACCIDENT REPORT # 2010-01-2631	02/16/10	APPROVED
02/16/10	U.S. PROBATION OFFICE FOR REGINALD L SWEET	BACKGROUND CHECK	02/16/10	APPROVED
02/16/10	LEXIS NEXIS	ACCIDENT REPORT # 2010-01-1774	02/16/10	APPROVED
02/11/10	WOODLAND VILLAGE FOR TIA MORALES	BACKGROUND CHECK	02/11/10	APPROVED
02/11/10	DEPARTMENT OF HUMAN SERVICES FOR ETHA T JACKSON	BACKGROUND CHECK	02/11/10	APPROVED
02/11/10	DEPARTMENT OF HUMAN SERVICES	BACKGROUND CHECK	02/11/10	APPROVED
02/11/10	DEPARTMENT OF HUMAN SERVICES FOR LAURA L RAIFORD	BACKGROUND CHECK	02/11/10	APPROVED
02/11/10	ROBERT WATSON	INCIDENT REPORT # 2009-03-1430	02/11/10	APPROVED
02/10/10	JOHN ANDY GREEN	INCIDENT REPORT # 2009-01-0405	02/11/10	APPROVED
02/10/10	DAVE WILLIAMS	INCIDENT REPORT # 2009-10-0233	02/10/10	APPROVED
02/09/10	GARRIEAKA R MCCORMICK	ACCIDENT REPORT # 2010-01-2022	02/09/10	APPROVED
02/10/10	NURSING MANAGEMENT INC. FOR SHIRLEEN K LANDRY	BACKGROUND CHECK	02/10/10	APPROVED
02/09/10	SELENA WALLACE	ACCIDENT REPORT # 2010-01-2631	02/09/10	APPROVED
09/09/10	CATHY SNYDER	ACCIDENT REPORT # 2010-01-2616	02/09/10	APPROVED
02/09/10	ANNETTE S ROSARIO	BACKGROUND CHECK	02/09/10	APPROVED
02/09/10	U.S. PROBATION OFFICE FOR WESLEY S MASSENGILL	BACKGROUND CHECK	02/09/10	APPROVED
02/09/10	U.S. PROBATION OFFICE FOR ROBERT KIRKLAND JR	BACKGROUND CHECK	02/09/10	APPROVED
02/09/10	ELMWOOD MANOR FOR SHELLY J YOUNG	BACKGROUND CHECK	02/09/10	APPROVED
02/09/10	PRC SHERIFF'S DEPT FOR MARTY LEE	BACKGROUND CHECK	02/09/10	APPROVED
02/09/10	PRC SHERIFF'S DEPT FOR BRITTANY D HEARN	BACKGROUND CHECK	02/09/10	APPROVED
02/09/10	FBI-RHONDA STALLINGS FOR HEATHER K BURKETT	BACKGROUND CHECK	02/09/10	APPROVED
02/09/10	NURSING MANAGEMENT INC. FOR SHERRIE T JONES	BACKGROUND CHECK	02/09/10	APPROVED
02/04/10	TERRY R KING	BACKGROUND CHECK	02/04/10	APPROVED
02/04/10	GRANT STEVENS	INCIDENT REPORT # 2010-01-2631	02/04/10	APPROVED
02/04/10	SANCHEZ J BRUMFIELD	BACKGROUND CHECK	02/04/10	APPROVED
02/04/10	JENEAN L BRUMFIELD	BACKGROUND CHECK	02/04/10	APPROVED
02/04/10	CYNTHIA D SPRIGGS	BACKGROUND CHECK	02/04/10	APPROVED
02/04/10	LA STATE POLICE, GAMING ENFORCEMENT DIVISION FOR CLIFFORD C KELLAR	BACKGROUND CHECK	02/04/10	APPROVED
02/04/10	LA STATE POLICE, GAMING ENFORCEMENT DIVISION FOR JOHN GILLE	BACKGROUND CHECK	02/04/10	APPROVED
02/04/10	FBI REBECCA W LUKE FOR HEATHER K BURKETT	BACKGROUND CHECK	02/04/10	APPROVED
02/03/10	CITY REXALL (SARAH)	ACCIDENT REPORT # 2010-01-2620	02/03/10	APPROVED
02/03/10	GRACE WASHINGTON	ACCIDENT REPORT # 2009-12-1629	02/03/10	APPROVED
02/02/10	CHARITY POTTER	ACCIDENT REPORT # 2009-11-0322	02/02/10	APPROVED
02/02/10	PICAYUNE HOUSING AUTHORITY FOR TIMOTHY M BURNS	BACKGROUND CHECK	02/02/10	APPROVED
02/02/10	PICAYUNE HOUSING AUTHORITY FOR STACI J JDILLARD	BACKGROUND CHECK	02/02/10	APPROVED
02/02/10	NICHOLAS M SCIAMBRA	BACKGROUND CHECK	02/02/10	APPROVED
02/02/10	MARY E SCIAMBRA	BACKGROUND CHECK	02/02/10	APPROVED
02/02/10	DEPARTMENT OF HUMAN SERVICES	BACKGROUND CHECK	02/02/10	APPROVED
02/02/10	DEPARTMENT OF HUMAN SERVICES FOR MARY I HENSIEK	BACKGROUND CHECK	02/02/10	APPROVED
02/02/10	DEPARTMENT OF HUMAN SERVICES	BACKGROUND CHECK	02/02/10	APPROVED
02/02/10	DEPARTMENT OF HUMAN SERVICES	BACKGROUND CHECK	02/02/10	APPROVED
02/02/10	ERICKA K RANCIFER	BACKGROUND CHECK	02/02/10	APPROVED
02/02/10	PRC SHERIFF'S DEPT FOR DOMANIGUE A JOSHUA	BACKGROUND CHECK	02/02/10	APPROVED
02/02/10	MOLLY A SMART	BACKGROUND CHECK	02/02/10	APPROVED
02/02/10	MATTHEW S SMART	BACKGROUND CHECK	02/02/10	APPROVED
02/01/10	KERRI ROBICHAUX	INCIDENT REPORT # 2009-11-0706	02/01/10	APPROVED
01/20/10	FARM BUREAU	ACCIDENT REPORT #2009-11-1723	01/20/10	APPROVED
01/20/10	FARM BUREAU	ACCIDENT REPORT #2010-01-0325	01/20/10	APPROVED
01/20/10	FARM BUREAU	ACCIDENT REPORT #2010-01-0412	01/20/10	APPROVED

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01/20/10	FARM BUREAU	ACCIDENT REPORT #2010-01-1444	01/20/10	APPROVED
01/20/10	FARM BUREAU	ACCIDENT REPORT #2009-11-0731	01/20/10	APPROVED
01/28/10	STATE FARM INSURANCE COMPANY	ACCIDENT REPORT # 2010-01-2336	01/20/10	APPROVED
01/19/20	PROGRESSIVE INSURANCE	ACCIDENT REPORT # 2010-01-0735	01/19/10	APPROVED
01/19/10	JOHN P PERRY, ATTORNEY AT LAW	ACCIDENT REPORT # 2009-12-0391	01/19/10	APPROVED
01/19/10	PROGRESSIVE INSURANCE	ACCIDENT REPORT # 2009-12-1456	01/19/10	APPROVED
01/19/10	LEXIS NEXIS	ACCIDENT REPORT # 2010-01-0634	01/19/10	APPROVED
01/19/10	LEXIS NEXIS	ACCIDENT REPORT # 2010-01-0556	01/19/10	APPROVED
01/14/10	KATHLEEN CROSSWHITE	ACCIDENT REPORT # 2009-12-0952	01/14/10	APPROVED
01/11/10	TERRY CROSSWHITE FOR KATHLEEN CROSSWHITE	INCIDENT # 2009-12-0952	01/11/10	APPROVED
01/13/10	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2009-12-0391		

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO APPROVE PLANNING COMMISSION MINUTES

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to approve Planning Commission Minutes dated January 12, 2010.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ACKNOWLEDGE PLANNING COMMISSION MINUTES

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to acknowledge Planning Commission Minutes dated March 2, 2010.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT CERTIFICATES OF ATTENDANCE FROM THE MUNICIPAL COURT CLERK'S ASSOCIATION

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to accept the Certificates of Attendance from the MS Municipal Court Clerk's Association for Lisa Albritton for the July, 2009, September 2009 and the March 2010 meetings sponsored by the Mississippi Judicial College.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FOR USE OF SNYDER PARK

Motion was made by Council Member Breland, seconded by Council Member Lane to approve request from William C Chambliss to hold a benefit flag football game at Snyder Park on March 21, 2010 to raise money for Reggie Brown who is battling cancer and cannot work. The request is also made that fees for using the field be waived so that more money can go toward helping Reggie.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FOR "CAN SHAKE"

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve request from World Outreach Revival Center to hold a "can shake" at the intersections of Hwy 11 & Hwy 43 N on March 20, 2010 from 10am to 1pm to raise funds to attend a youth conference.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF PROPOSALS FOR 2010 CDBG ADMINISTRATIVE, ENGINEERING AND LEGAL SERVICES

Motion was made by Council Member Gouguet, seconded by Council Member Breland to acknowledge receipt of proposals for 2010 CDBG Administrative, Engineering and Legal services. Proposals were received from Compton, Dungan & Hartman for Engineering and Sample & Assoc, Hartman, SMPDD & Benvenuti for Administrative.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO APPLY FOR 2010 CDBG WATER PROJECT

Motion was made by Council Member Gouguet, seconded by Council Member Breland to approve the request to apply for 2010 CDBG Water Project.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT

Motion was made by Council Member Breland, seconded by Council Member Gouguet to acknowledge receipt of monthly budget report for the month of February 2010.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE FINAL PAYMENT ON MEMORIAL BLVD PHASE II PROJECT # STPD-9601-00(005)LPA/104798-801000

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve Final Payment on the Memorial Blvd. Phase II Project # STPD-9601-00(005)LPA/104798-201000 which has been revised from the last approval amount. (Contractors Estimate \$6,845.12 & Construction Engineering Estimate \$27,439.01).

Construction Estimate

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
CONTRACTORS ESTIMATE - RECAP SHEET

Vendor Number: V000000348 0
 Project No.: STPD-9601-00(005)LPA / 104798-801000 County: Pearl River
 In Account With: City of Piquette 815 N. Beach Street Piquette, MS 39466
 Contract Number: CS00002368
 Est. No.: 104798-801000-0001
 P.O. No. 3941
 Invoice Number: [Redacted]
 Sheet No.: [Redacted]
 Document No.: [Redacted]
 Period: September 1, 2009 THRU November 23, 2009

Line Item	OCA	User Code 1	Object	Project Number / Detail Code	User Code 2	Current Period	Previous Estimate	Total Allowed to Date
Total Participating Cost	001	080100	221	104798-801000	1	\$6,843.12	\$1,444,442.00	\$1,451,285.12
Total						\$6,843.12	\$1,444,442.00	\$1,451,285.12
Retainage - 5%						\$0.00	0.00	\$0.00
Total All Work Due						\$6,843.12	\$1,444,442.00	\$1,451,285.12
Total Net Work Due						\$6,843.12	\$1,444,442.00	\$1,451,285.12

Invoice Submitted
 Original Signed: *T. May*
 LPA Official: *[Signature]*
 Consultant: *[Signature]*
 Consultant Administrator - Alecta Plan

Current Termination Date of Contract: 6-30-2009
 (***) No Work is reimbursable after the termination date has been exceeded(***)
 Maximum Amount Allowed for Project (Total Net Work Due): \$194,082.00

MDOT Consultant Adm.	Consultant Administrator - Alecta Plan	% Matching Funds Deduction for LPA	% Matching Funds Deduction for LPA	Available 100% Fed Fund	Cost Remaining - 80/20	
001	153	4.04942%	1612	\$58,492.00	(\$58,492.00)	
001	153	20.000000%	1612	(\$58,220.65)	0.00	
TOTAL Net Amount Owed to the LPA				\$7,114.47	\$1,385,950.00	\$1,393,064.47

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
CONSTRUCTION ENGINEERING (CE) ESTIMATE - RECAP SHEET**

P.O. No. 3941
Invoice Number :
Sheet No.

Vendor Number: Y000008348 0
Project No.: STPD-9601-00(005) LPA / 104798-801000 County: Pearl River
In Account With: City of Piquemore 815 N. Beach Street Piquemore, MS 39466
Contract Number: CS90002308
Est. No.: 104798-801000-0001

Line Item	OCA	User Code 1	Object	Project Number / Detail Code	User Code 2	Current Period	Previous Estimate	Total Allowed to Date
Total Participating Cost	001	080100	153	1612	104798-801000	1		\$167,572.01
Total						\$20,064.01	\$147,508.00	\$167,572.01
Retainage - 5%							(7375.00)	\$0.00
Total All Work Due						\$27,439.01	\$140,133.00	\$167,572.01
Total Net Work Due						\$27,439.01	\$140,133.00	\$167,572.01

Invoice Submitted Original Signed	<i>[Signature]</i> Project Manager (Consultant)	Current Termination Date of Contract: 6-30-2009
LPA Official	<i>[Signature]</i> Alexia Pinn	AMOUNT OF PAYMENT FOR ALL ESTIMATES SHOULD BE TO THE NEAREST CENTS (\$0.00).
MDOT Consultant Adm.	Consultant Administrator - Alexia Pinn	Maximum Amount Allowed for Project (Total Net Work Due): \$194,482.00
% Matching Funds Deduction for LPA	0.000000%	
	001	153
		1612
		2
		\$5,675.00
		(\$5,675.00)
TOTAL Net Amount Owed to the LPA		\$33,114.01
		\$134,458.00

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE PUBLICATION OF PUBLIC HEARING NOTICE FOR CDBG

Motion was made by Council Member Watkins, seconded by Council Member Lane to authorize publication of Public Hearing Notice for CDBG to be held on April 5, 2010 at 1:00 p.m. at City Hall.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO CLOSE FUND 107 (CDBG DRAINAGE) AND THE ASSOCIATED CHECKING ACCOUNT

Motion was made by Council Member Lane, seconded by Council Member Watkins to approve request to close Fund 107 (CDBG Drainage) and the associated checking account and transfer funds to a Capital Project Fund.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ALLOW APPLICATION OF CANCELLATION OF THE SPECIAL COMMUNITY DISASTER LOAN

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve the request to allow an application of cancellation of the Special Community Disaster Loan.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO CLOSE A CHECKING ACCOUNT IN THE PAYROLL FUND

Motion was made by Council Member Breland, seconded by Council Member Watkins to approve the request to close a checking account in the payroll fund and transfer remaining funds to the General Fund.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO TRANSFER FUNDS

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve request to transfer \$110,000, as set by the Council, to the Recreation Department from the UDAG Fund for park improvements.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE FAA GRANT

Motion was made by Council Member Gouguet, seconded by Council Member Lane to approve FAA Grant in the amount of \$165,056.00 under the Airport Improvement Program (AIP) FY 2010, to Rehabilitate Runway.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT AND APPROVE AGREEMENT BETWEEN CITY OF PICAYUNE AND ALLEN & HOSHALL FOR PROFESSIONAL SERVICES

Motion was made by Council Member Watkins, seconded by Council Member Lane to accept and approve the Agreement by and between the City of Picayune and Allen & Hoshall for professional services rendered for the overlay of the existing airport runway.

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

THIS IS AN AGREEMENT made as of _____, 2010
Between _____ City of Picayune, Mississippi _____ ("OWNER")
and _____ Allen & Hoshall _____ ("ENGINEER")

OWNER intends to overlay the existing airport runway (the "Project").

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect agree in respect of the performance or furnishing of professional engineering services by ENGINEER with respect to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the first phase of the Basic Services described in Section 2 below and as further set forth in Exhibit A, "Further Description of Basic Engineering Services and Related Matters" ("Exhibit A") and in the other exhibits listed in Section 9 below. This Agreement will become effective on the date first above written and run for a duration of three years.

SECTION 1 – GENERAL

1.1 Standard of Care.

ENGINEER shall perform for or furnish to OWNER professional engineering and related services in all phases of the Project to which this Agreement applies as hereinafter provided. ENGINEER shall serve as OWNER's prime design professional and engineering representative for the Project providing professional engineering consultation and advice with respect thereto. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER. OWNER shall have the right to disapprove any of ENGINEER's Consultants.

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

1.2 Coordination with Other Documents

It is the intention of the parties that documents shall conform to the guidelines of the Local Governments Capital Improvements Loan Program (CAP).

1.3 Definitions.

Wherever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.3.1 Additional Services. Additional Services means the services to be performed for or furnished to OWNER by ENGINEER described in Section 3 of this Agreement.

1.3.2 Agreement. Agreement means this Standard Form of Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Section 9 of this Agreement.

1.3.3 Basic Services. Basic Services means the services to be performed for or furnished to OWNER by ENGINEER described in Section 2 of this Agreement.

1.3.4 Construction Cost. Construction Cost means the total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost

of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Section 4 of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

1.3.5 Contractor. Contractor means the person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

1.3.6 ENGINEER's Consultant. ENGINEER's Consultant means a person or entity having a contract with ENGINEER to perform or furnish Basic or Additional Services as ENGINEER's independent professional associate or consultant engaged directly on the Project.

1.3.7 Reimbursable Expenses. Reimbursable Expenses means the expenses incurred directly in connection with the performance or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit B, "Payments to Engineer for Services and Reimbursable Expenses" ("Exhibit B").

1.3.8 Resident Project Representative. Resident Project Representative means the authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit C, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" (Exhibit C").

1.3.9 Total Project Costs. Total Project Costs means the sum of the Construction Cost, allowances for contingencies, the total cost of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under paragraph 4.4, 4.5 and 4.7 through 4.14 inclusive.

SECTION 2 - BASIC SERVICES OF ENGINEER

Boundary Survey, Picayune Municipal Airport, Chevron Facility prepared by Dungan Engineers, dated 11/02/00.

2.1 Study and Report Phase

Upon this Agreement becoming effective, ENGINEER shall:

OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Agreement.

2.1.1. Consult with OWNER to understand OWNER's requirements for the Project and review available data.

2.1.6. Furnish the Reports to and review them with OWNER.

2.1.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in paragraph 4.4 which are not part of ENGINEER's Basic Services, and assist OWNER in obtaining such data and services.

2.1.7. Revise the Reports in response to OWNER's comments, as appropriate, and furnish final copies of the Reports in the number set forth in Exhibit A.

2.1.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER with whom consultation is to be undertaken in connection with the Project.

2.1.8. Submit the Reports within the stipulated period indicated in Exhibit A.

2.1.4. Evaluate various alternate solutions available to OWNER as described in Exhibit A, and, after consultation with Owner, recommend to OWNER those solutions which in ENGINEER's judgement best meet OWNER's requirements for the Project.

2.1.9. ENGINEER's services under the Study and Report Phase will be considered complete at the earlier of (1) date when the Reports identified in Paragraph 2.1.5. have been accepted by OWNER or (2) thirty days after the date when such Reports are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to review the portions of the Project designed or specified by Engineer, if such approval is to be obtained during the Study and Report Phase.

2.1.5. Prepare a report or reports (the "Reports") which will contain the statement of OWNER's requirements for the Project and, as appropriate, will contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the considerations involved and those alternate solutions available to OWNER which ENGINEER recommends. These Reports will be accompanied by ENGINEER's opinion of Total Project Costs for each solution which is so recommended for the Project, including the following which will be separately itemized: opinion of probable Construction Cost, allowances for contingencies and for the estimated total costs of design professional and related services provided by ENGINEER and, on the basis of information furnished by OWNER, allowances for other items and services included within the definition of Total Project Costs.

The duties and responsibilities of ENGINEER during the Study and Report Phase as set forth in this paragraph 2.1 are amended and supplemented as indicated in Exhibit A.

2.2 Preliminary Design Phase

After acceptance by OWNER of the Reports, selection by OWNER of a recommended solution and indication of any specific modifications or changes in the scope, extent, character or design requirements of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall:

2.1.5.1 The OWNER has previously and separately contracted for other reports which: contain general statements of the OWNER's requirements for the Project; illustrate the general scope of the Project; and include estimates of the costs for the Project. These Reports are identified as:

2.2.1. On the basis of the Reports, the recommended solution selected by OWNER and the specific modifications or changes in the scope, extent, character or design requirements of the Project agreed upon by OWNER and ENGINEER, prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

PICAYUNE MUNICIPAL AIRPORT PLAN,
prepared by the OWNER.

2.2.2. Advise OWNER if additional reports, data or other information or services of the types described in paragraph 4.4 are necessary and assist OWNER in

obtaining such reports, data or other information and services.

2.2.3. Based on the information contained in the Preliminary Design documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER.

2.2.4. Furnish the Preliminary Design documents to and review them with OWNER.

2.2.5. Submit the Preliminary Design documents and revised opinion of probable Construction Cost within the stipulated period indicated in Exhibit A.

2.2.6. ENGINEER's services under the Preliminary Design Phase will be considered complete at the earlier of (1) the date when the Preliminary Design documents have been accepted by OWNER or (2) thirty days after the date when such Preliminary Design documents are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Preliminary Design documentation, if such approval is to be obtained during the Preliminary Design Phase.

The duties and responsibilities of ENGINEER during the Preliminary Design Phase as set forth in this paragraph 2.2 are amended and supplemented as indicated in Exhibit A.

2.3 Final Design Phase

After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Construction Cost and indication of any specific modifications or changes in the scope, extent, character or design requirements of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall:

2.3.1. On the basis of the accepted Preliminary Design documents, the modifications or changes in the scope, extent, character or design requirements of the Project agreed upon by OWNER and ENGINEER and the revised opinion of probable Construction Cost, prepare for incorporation in the Contract Documents final Drawings showing the scope, extent and character of the work to be performed and furnished by Contractor and Specifications (which will be prepared, where appropriate, in general conformance with applicable FAA Standards.

2.3.2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the

Project, and assist OWNER in consultations with appropriate authorities.

2.3.3. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, as a result of changes in scope, extent or character or design requirements of the Project.

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

2.3.5. Furnish the above documents, Drawings and Specifications to and review them with OWNER.

2.3.6. Submit the above documents, Drawings and Specifications and a revised opinion of probable Construction Cost within the stipulated period indicated in Exhibit A.

2.3.7. ENGINEER's services under the Final Design Phase will be considered complete at the earlier of (1) the date when the submittals have been accepted by OWNER or (2) thirty days after the date when such submittals are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, if such approval is to be obtained during the Final Design Phase.

The duties and responsibilities of ENGINEER during the Final Design Phase as set forth in this paragraph 2.3 are amended and supplemented as indicated in Exhibit A.

2.4 Bidding or Negotiating Phase.

After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation (including the most recent opinion of probable Construction Cost), and upon written authorization to proceed, ENGINEER shall:

2.4.1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process deposits for Bidding Documents.

2.4.2. Issue Addenda as appropriate to clarify, correct or change the Bidding Documents.

2.4.3. Consult with OWNER as to the acceptability of subcontractors, suppliers and other persons and entities proposed by Contractor for those portions of the work as to which such acceptability is required by the Bidding Documents.

2.4.4. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

2.4.5. The Bidding or Negotiating Phase will terminate and the services to be performed or furnished thereunder will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors .

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase as set forth in this paragraph 2.4 are amended and supplemented as indicated in Exhibit A.

2.5 Construction Phase

During the Construction Phase:

2.5.1 *General Administration of Construction Contract.* ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided in Exhibit A and except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions except as otherwise provided in writing.

2.5.2. *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor while it is in progress:

2.5.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. In addition, ENGINEER shall provide the services of a Resident Project Representative at the site to assist ENGINEER and to provide more continuous observations of such work. The furnishing of such Resident Project Representative services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this

paragraph 2.5. Such visits and observations by ENGINEER and the Resident Project Representative are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on ENGINEER's exercise of professional judgement as assisted by the Resident Project Representative. Based on information obtained during such visits and such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in paragraph 2.5.2.2 and other express or general limitations in this Agreement and elsewhere.

2.5.2.2. The purpose of ENGINEER's visits to and representation by the Resident Project Representative at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and , in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

2.5.3. *Defective Work.* During such visits and on the basis of such observations, ENGINEER shall have authority to disapprove of or reject Contractor's work while it is in progress if ENGINEER believes that such work will not produce a completed Project that

conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

2.5.4. *Clarifications and Interpretations; Field Orders.* ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.;

2.5.5. *Change Orders and Work Change Directives.* ENGINEER shall recommend Change Orders and Work Change Directives to OWNER as appropriate, and shall prepare Change Orders and Work Change Directives as required.

2.5.6. *Shop Drawings.* ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

2.5.7. *Substitutes.* ENGINEER shall evaluate and determine the acceptability of substitute "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph 3.2.2.

2.5.8. *Inspections and Tests.* ENGINEER may require special instructions or tests of the work, and shall receive and review all certificates of inspections, test and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, test or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

2.5.9. *Disagreements between OWNER and Contractor.* ENGINEER shall render the initial decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or

Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

2.5.10. *Applications for Payment.* Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:

2.5.10.1 ENGINEER shall determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work. In the case the unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph 2.5.10.1 are expressly subject to the limitations set forth in paragraph 2.5.10.2 and other express or general limitations in this Agreement and elsewhere.

2.5.10.2 By recommending any payment ENGINEER shall not thereby be deemed to have represented that on-site observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes

Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

2.5.11 Contractor's Completion Documents. ENGINEER shall receive, review and transmit to OWNER with written comments maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents (including Shop Drawings, Samples and other data approved as provided under paragraph 2.5.6 and marked up record Drawings) which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. ENGINEER's review of such documents will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

2.5.12. Substantial Completion. Following notice from Contractor that Contractor considers the entire work ready for its intended use, ENGINEER and OWNER, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

2.5.13. Final Notice of Acceptability of the Work. ENGINEER shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit D (the "Notice of Acceptability of Work") that the work is acceptable (subject to the provisions of paragraph 2.5.10.2) to the best of ENGINEER's knowledge, information and belief and based on the extent of the services performed and furnished by ENGINEER under this Agreement.

2.5.14. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier or of any other person or organization performing or furnishing any of the work. ENGINEER shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

2.5.15. Duration of Construction Phase. The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by ENGINEER of final payment. If the Project involves more than one prime contract as indicated in paragraph 5.5, Construction Phase services may be rendered at different times in respect of separate prime contracts.

The duties and responsibilities of ENGINEER during the Construction Phase as set forth in this paragraph 2.5 are amended and supplemented as indicated in Exhibit A.

2.6 Operational Phase.

During the Operational Phase, ENGINEER shall, when requested by Owner:

2.6.1. Provide assistance in connection with the refining and adjusting of any equipment or system.

2.6.2. Assist OWNER in training OWNER's staff to operate and maintain the Project.

2.6.3 Assist OWNER in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.

2.6.4. Prepare a set of reproducible record drawings showing record information which ENGINEER considers significant based on the Drawings, Shop Drawings, and other record documents furnished by Contractor to ENGINEER which were annotated by Contractor to show all changes made during construction. ENGINEER will not be responsible for any errors in or omissions in the information provided by Contractor that is incorporated in the record drawings or other record documents.

2.6.5. In company with OWNER, visit the Project to observe any apparent defects in the completed work, assist Owner in consultations and discussions with Contractor concerning correction of such defects, and make recommendations as to replacement or correction of defective work.

2.6.6. Provide miscellaneous services as requested by OWNER in connection with Project closeout.

2.6.7. The Operational Phase may commence during the Construction Phase and will terminate one year after the date of Final Acceptance.

The duties and responsibilities of ENGINEER during the Operational Phase as set forth in this paragraph 2.6 are amended and supplemented as indicated in Exhibit A.

SECTION 3 - ADDITIONAL SERVICE OF ENGINEER

3.1 Additional Services Requiring Authorization of Advance.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 3.1.1 through 3.1.19, inclusive, as amended and supplemented as indicated in Exhibit A. These services are not included as part of Basic Services except to the extent otherwise provided in Exhibit A. These services will be paid for by OWNER as indicated in Section 6.

3.1.1. Preparation or review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environment impact of the Project.

3.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Exhibit A.

3.1.4. Services resulting from significant changes in the scope, extent or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, Drawings, Specifications or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, Drawings, Specifications, or Contract Documents, or are due to any other causes beyond ENGINEER's control.

3.1.5. Services resulting from facts revealed about conditions:

3.1.5.1. which are different from information about such conditions that OWNER previously provided to ENGINEER under paragraph 4.4 if such information was not previously provided.

3.1.5.2. as to which Owner had responsibility to provide information under paragraph 4.4 if such information was not previously provided.

3.1.6. Providing renderings or models for OWNER's use.

3.1.7. Preparing documents for alternate bids requested by OWNER for Contractor's work which is not executed or documents for out-of-sequence work.

3.1.8. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

3.1.9. Furnishing services of ENGINEER's Consultants for other than Basic Services; and furnishing data or services of the types described in paragraph 4.4 when OWNER employs ENGINEER to provide such data or services in lieu of furnishing the same under paragraph 4.4.

3.1.10. Services attributable to a variation in the number of prime contracts from the number specified in Exhibit A for work designed or specified by ENGINEER.

3.1.11. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 2.

3.1.12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering and Constructability Review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications or Contract Documents as a result of such review processes.

3.1.13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.

3.1.14. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services.

3.1.15. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

3.1.16. Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph 2.6.3.

3.1.17. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which

is included as part of Basic Services under paragraphs 2.1.3 and 2.3.2).

3.1.18. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 4.12.

3.1.19. Other additional services performed or furnished by ENGINEER in connection with the Project, including services which are to be furnished by OWNER under Section 4, and services not otherwise provided for in this Agreement.

3.2 Required Additional Services

When required by the Contract Documents in connection with the performance or furnishing of ENGINEER's services during the Construction Phase, ENGINEER shall perform or furnish, without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 3.2.1 through 3.2.6, inclusive. These services are not included as part of Basic Services except to the extent provided in Exhibit A. Required Additional Services will be paid for by OWNER as indicated in Section 6. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.

3.2.1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER if, because of the method of compensation agreed upon by OWNER and ENGINEER, the resulting change in compensation for Basic Services is not commensurate with the extent of the additional services rendered.

3.2.2. Services making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitution which is inappropriate for the Project or an excessive number of substitutions.

3.2.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of materials, equipment or energy shortages.

3.2.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective, neglected or delayed work of Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by Contractor.

3.2.5. Services (other than Basic Services during the Operational Phase) in connection with any partial

utilization of any part of the Project by OWNER prior to its Substantial Completion.

3.2.6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the work.

SECTION 4 - OWNER'S RESPONSIBILITIES

Except as otherwise provided in Exhibit A., OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

4.1. Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

4.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

4.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

4.4. Furnish to Engineer, as requested by ENGINEER for performance of Basic Services or as required by the Contract Documents, the following:

4.4.1. data prepared by or services of others, including without limitation drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site;

4.4.2. the services of an independent testing laboratory to perform all inspections, tests and approvals of samples, materials and equipment prior to and after installation, or to evaluate the performance of materials, equipment and facilities of OWNER, prior to specification, and during construction;

4.4.3. appropriate professional interpretations of all of the foregoing;

4.4.4. environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;

- 4.4.5. (Not used);
- 4.4.6. property descriptions;
- 4.4.7. zoning, deed and other land use restrictions; and
- 4.4.8. other special data or consultations not covered in Section 2.

OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Agreement.

4.5. (Not used)

4.6. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

4.7. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.

4.8. Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.

4.9. Provide, as may be required for the Project:

4.9.1. accounting, bond and financial advisory, independent cost estimating and insurance counseling services;

4.9.2. such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Contractor; and

4.9.3. such auditing services as OWNER may require to ascertain how or for what purpose Contractor has used the moneys paid on account of the Contract Price.

4.10. Provide such inspection or monitoring services by an individual or entity other than ENGINEER as OWNER may desire to verify:

4.10.1. that Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to Contractor's performing and furnishing the work; or

4.10.2. that Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

ENGINEER does not undertake in this Agreement to perform the services referred to in 4.10.1 and 4.10.2 above. The identity of any individual or entity employed to perform such services and the scope of such services will be disclosed to ENGINEER. To the extent required ENGINEER shall assist OWNER with regard to contracting with an individual or firm to undertake the services referred to in 4.10.1 and 4.10.2.

4.11. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering and Constructability Review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER shall define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.

4.12. Prior to the commencement of the Construction Phase, notify ENGINEER of any variations in the language of the Notice of Acceptability of Work, or of any notice or certification other than such Notice that ENGINEER will be requested to provide to OWNER or third parties in connection with the financing or completion of the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notice or certification requested under this paragraph.

4.13. If more than one prime contract is to be awarded for work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth the duties, responsibilities and limitations of authority of such person or entity and the relation thereof to the duties, responsibilities and authority of ENGINEER in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin.

4.14. Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 4.4, 4.5 and 4.7 through 4.14, inclusive) and other costs so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

4.15. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and Substantial Completion and final payment inspections.

4.16. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

4.17. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 3.1 of this Agreement or other services as required.

SECTION 5 - TIMES FOR RENDERING SERVICES

5.1. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of construction contracts, construction and initial operation of the Project including extra work and required extensions thereto.

5.2. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

5.3. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within the stipulated period identified in this Agreement after completion of the Final Design Phase or does not proceed in an orderly and

continuous progression, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

5.4. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER.

5.4.1. for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised; or

5.4.2. for more than one year through no fault of ENGINEER, or if ENGINEER for any reason is required to render Construction Phase services more than one year after Substantial Completion is achieved, the rates and amounts of compensation provided for elsewhere in this Agreement will be subject to equitable adjustment to reflect, among other things, changes in the various elements that comprise such rates of compensation.

5.5. In the event that the work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.

SECTION 6 - PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

6.1 Methods of Payment for Services and Expenses of ENGINEER

6.1.1. For *Basic Services*. OWNER shall pay ENGINEER for Basic Services performed or furnished under Section 2 on the basis set forth in Exhibit B.

6.1.2. For *Additional Services*. OWNER shall pay ENGINEER for Additional Services performed or furnished under Section 3 on the basis set forth in Exhibit B.

6.1.3. For *Reimbursable Expenses*. In addition to payments provided for in paragraphs 6.1.1 and 6.1.2,

OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B. The amount payable for Reimbursable Expenses will include a factor to the extent so indicated in Exhibit B. The types of Reimbursable Expenses to be incurred by ENGINEER on the project shall be approved by the OWNER.

6.2 Other Provisions Concerning Payments.

6.2.1 *Preparation of Invoices.* Invoices for Basic and Additional Services and Reimbursable Expenses will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. The amount billed for Basic Services and Additional Services in each invoice will be calculated on the basis set forth in Exhibit B. Invoices are due and payable on receipt.

6.2.2. *Unpaid Invoices.* If OWNER fails to make any payment due ENGINEER for services and expenses within 45 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 45th day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

6.2.3 Payments Upon Termination.

6.2.3.1 *Termination by OWNER for Cause.* In the event of termination by OWNER for cause under paragraph 8.1.1:

6.2.3.1.1. Upon the completion of any phase of Basic Services, progress payments due ENGINEER in accordance with this Agreement for all such services performed or furnished by ENGINEER and ENGINEER's Consultants through the completion of such phase will constitute total payment for such services. ENGINEER also will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses.

6.2.3.1.2 During any phase of the Basic Services, ENGINEER also will be paid for such services performed or furnished in accordance with this Agreement by ENGINEER during that phase through the date of termination on the basis specified in Exhibit B. ENGINEER also will be paid for the charges of ENGINEER's Consultants employed to perform or furnish

Basic Services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of termination. ENGINEER also will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses.

6.2.3.2. *Termination by OWNER for Convenience.* In the event of termination by OWNER under paragraph 8.1.2:

6.2.3.2.1. Upon the completion of any phase of Basic Services, progress payments due ENGINEER in accordance with this Agreement for all such services performed or furnished by ENGINEER and ENGINEER's Consultants through the completion of such phase will constitute total payment for such services. ENGINEER also will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, and for termination expenses under subparagraph 6.2.3.2.3 below.

6.2.3.2.2. During any phase of Basic Services, ENGINEER also will be paid for such services performed or furnished by ENGINEER during that phase through the date of termination on the basis specified in Exhibit B. In addition, ENGINEER will be paid for the charges of ENGINEER's Consultants employed to perform or furnish Basic Services through the effective date of the termination. ENGINEER also will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, and for termination expenses under subparagraph 6.2.3.2.3 below.

6.2.3.2.3. In the event of termination by OWNER for convenience during or at completion of any phase of Basic Services, OWNER shall pay ENGINEER's reasonable expenses directly attributable to termination. Termination expenses shall be determined using the actual hours of direct labor incurred times the rates applicable to the various categories of Additional Services as given in Exhibit B plus any costs of terminating contracts with ENGINEER's Consultants.

6.2.3.3. *Termination By ENGINEER for Cause.* In the event of termination by ENGINEER for cause under paragraph 8.1.1, ENGINEER shall be entitled to receive compensation calculated as set forth in paragraph 6.2.3.2.

6.2.4. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.

SECTION 7 - OPINIONS OF COST

7.1 Opinions of Probable Construction Cost

ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgement as an experienced and qualified professional engineer generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in paragraph 4.9.1.

7.2 Designing to Construction Cost Limit. (Not used)

7.3 Opinions of Total Project Cost

ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs provided for in Section 2.

SECTION 8 - GENERAL CONDITIONS

8.1 Terminations.

The obligation to provide further services under the Agreement may be terminated.

8.1.1. For cause,

8.1.1.1. by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof; *provided, however,* that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

8.1.1.2. by ENGINEER:

8.1.1.2.1. upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or

8.1.1.2.2. upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

8.1.1.2.3. In the case of termination under this paragraph 8.1.1.2, ENGINEER shall have no liability to OWNER on account of such termination.

8.1.2. *For convenience,* by OWNER effective upon the receipt of notice by ENGINEER.

8.2 Reuse of Documents.

All documents including Drawings, Specifications and digital files provided or furnished by ENGINEER (or ENGINEER's Consultants) pursuant to this Agreement are instruments of service in respect of the Project. The OWNER shall retain the ownership and property interest therein, whether or not the Project is completed. Said documents are not intended to be suitable for reuse by OWNER or others on extensions of the Project or on any other Project. Any such reuse without written verification or adaptation by ENGINEER and ENGINEER's Consultants, as appropriate, for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

8.3. Insurance.

8.3.1. ENGINEER shall procure and maintain insurance as set forth in Exhibit F, "Insurance", for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. ENGINEER shall list OWNER as and additional insured on ENGINEER's general liability insurance policy

8.3.2. OWNER shall list ENGINEER and ENGINEER's Consultants as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list ENGINEER and ENGINEER's Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss of damage the insurers will have no rights of recovery against any of the insured or additional insureds thereunder.

8.3.3. At any time OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, different limits or revised deductibles in excess of those specified in Exhibit F. If so requested by OWNER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by OWNER, at OWNER's sole expense, and Exhibit F will be supplemented to incorporate these requirements.

8.4. Controlling Law.

This Agreement is to be governed by the law of the principal place of business of OWNER.

8.5. Successors and Assigns.

8.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 8.5.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

8.5.2. Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.5.3. Unless expressly provided otherwise in this Agreement:

8.5.3.1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.

8.5.3.2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph shall appear in the Contract Documents.

8.6 Dispute Resolution. (Not used)

8.7. Allocation of Risks-Indemnification.

8.7.1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, commissioners, partners, employees and agents from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

8.7.2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees and agents and ENGINEER's Consultants from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, commissioners, partners, employees, agents and OWNER's consultants with respect to this Agreement or the Project.

8.7.3. In addition to the indemnity provided under paragraph 8.7.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and agents and ENGINEER's Consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court and arbitration or other

dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release, or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material at, on, under or from the Project site.

8.8. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight course service. All notices shall be effective upon the date of receipt.

8.9. Survival.

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

8.10. Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION 9 - EXHIBITS AND SPECIAL PROVISIONS

9.1. This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

9.1.1. Exhibit A, "Further Description of Basic Engineering Services and Related Matters", consisting of two pages.

9.1.2. Exhibit B, "Payments to Engineer for Services and Reimbursable Expenses", consisting of two pages.

9.1.3. Exhibit C, (Not Used).

9.1.4. Exhibit D, (Not Used).

9.1.5. Exhibit E, (Not used).

9.1.6. Exhibit F, (Not used).

9.1.7. Exhibit G, (Not used).

9.1.8. Exhibit H, "Allocation of Risks".

9.1.9. Exhibit I, "Special Provisions", consisting of two pages.

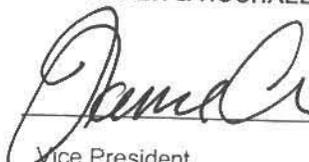
9.2. This Agreement (consisting of page 1 to 16, inclusive and the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER: CITY OF PICAYUNE, MISSISSIPPI

ENGINEER: ALLEN & HOSHALL

By: _____

By:  #9520

Title: Mayor

Title: Vice President

Address for giving notices:

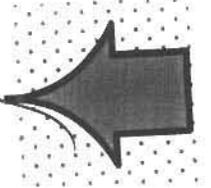
Address for giving notices:

815 North Beech Street

713 South Pear Orchard Road, Suite 100

Picayune, MS 39466

Ridgeland, MS 39157



The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gougnet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

**ACCEPT PLANNING COMMISSION RECOMMENDATION TO APPROVE A
CONDITIONAL USE FOR THE PLACEMENT OF A MEMA COTTAGE AT 504
BLANKS AVE**

Motion was made by Council Member Breland, seconded by Council Member Lane to accept Planning Commission recommendation to approve a conditional use for Mitchell Dean to place a MEMA cottage on property located at 504 Blanks Ave; property is zoned R-3 Multi-Family Residential.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

**ADOPT AND AMEND SECTION 402 TO ARTICLE IV OF THE COMPREHENSIVE
ZONING ORDINANCE AND ADD SECTION 108 TO ARTICLE I OF THE LAND
SUBDIVISION ORDINANCE**

Motion was made by Council Member Gouguet, seconded by Council Member Lane to adopt and amend Section 402 to Article IV of the Comprehensive Zoning Ordinance for the City and adding Section 108 to Article I of the Land Subdivision Ordinance.

ORDINANCE NUMBER _____

OF THE

CITY OF PICAYUNE, MISSISSIPPI

AN ORDINANCE ADDING SECTION 109 TO ARTICLE I AND AMENDING SECTION 402 TO ARTICLE IV OF THE CITY OF PICAYUNE COMPREHENSIVE ZONING ORDINANCES; AND, ADDING SECTION 108 TO ARTICLE I OF THE LAND SUBDIVISION ORDINANCE OF THE CITY OF PICAYUNE PROHIBITING THE SUBDIVISION OF REAL PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF PICAYUNE WHICH CREATES A NON-CONFORMING LOT OR LOTS

WHEREAS, the Mayor and City Council in and for the City of Picayune find that it is desirable and necessary to prohibit the subdivision of real property within the corporate limits of the City Picayune which creates a non-conforming lot and/or lots.

WHEREAS, in order to prohibit the creation of non-conforming lots by way of subdivision of real property inside the City of Picayune, Section 109 should be added to Article I - General Provisions and Section 402 of Article IV should be amended of the City of Picayune Comprehensive Zoning Ordinances; and, Section 108 - Non-Conforming Lot(s) should be added to Article I of the Land Subdivision Ordinance of the City of Picayune.

NOW THEREFORE, BE IT Ordained by the Mayor and City Council of the City of Picayune, that the above-described Section 109 should be added to Article I - General Provisions and Section 402 of Article IV should be amended of the City of Picayune Comprehensive Zoning Ordinances; and, Section 108 - Non-Conforming Lot(s) should be added to Article I of the Land Subdivision Ordinance of the City of Picayune as follows, to-wit:

SECTION - ONE

1. That Section 109 shall be added to Article I - General Provisions of the City of Picayune Comprehensive Zoning Ordinances to read as follows, to-wit: "The owner of one or more lot(s) shall not be permitted to subdivide said lot and/or lots in any manner that would result in the creation of a lot or lots that would not conform to the dimensional requirements of the zoning district(s) in which such lot and/or lots are located."

SECTION - TWO

1. That Section 402, Article IV shall be amended to read as follows, to-wit:

"Where the owner of a lot at the time of the adoption of this Ordinance does not own sufficient land to enable him to conform to the dimensional requirements of this Ordinance, such lot may nonetheless be used as a building site, provided that the owner does not also own an adjacent lot and provided that said lot requirements are not reduced below the minimum specified in this Ordinance by more than twenty (20) percent. If, however, the owner of two (2) or more adjoining lots, either or any of which is nonconforming lot of record and having insufficient land dimensions, decides to build on either of these lots, he must first combine said lots to comply with the dimensional requirements of the Ordinance. Dimensional waivers or variances below the initial twenty percent (20%) as set forth above shall not be allowed. **The owner of one or more lot(s) shall not be permitted to subdivide said lot and/or lots in any manner that would result in the creation of a lot or lots that would not conform to the**

dimensional requirements of the zoning district(s) in which such lot and/or lots are located."

SECTION - THREE

1. That Section 108 - Non-Conforming Lot(s) shall be added to Article I of the of the Land Subdivision Ordinance of the City of Picayune, with Section 108.1 reading as follows, to-wit:

"The owner of land shall not be permitted to subdivide said land in any manner that would result in the creation of a lot(s), tract(s), site(s) or parcel(s) that would not conform to the dimensional requirements of the zoning district(s) in which such lot and/or lots are located.

SECTION - FOUR

SEVERABILITY, CONFLICT AND EFFECTIVE DATE

Should any section, clause, paragraph, provision, or part of this Ordinance for any reason be held invalid or unconstitutional by any Court of competent jurisdiction, this act shall not affect the validity or any other section, clause, paragraph, provision, or part of this ordinance. All provision of this Ordinance shall be considered separate provision, and completely severable from all other portions.

Conflict in any case where a provision of this ordinance is found to be in conflict with the provision of any other ordinance or code of the City of Picayune, Mississippi, existing on the effective date of this Ordinance, the provisions of this Ordinance shall take precedence.

This Ordinance shall become effective thirty (30) days after its adoption and publication by the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi.

The foregoing Ordinance, having first been reduced to writing, was moved upon by Council member _____, seconded by Council member _____, and voted upon as follows:

VOTING YEA:

VOTING NAY:

NOT VOTING:

NOT PRESENT:

The motion having received the affirmative vote of the majority of the members present, the Mayor declared the motion carried and the Ordinance passed, approved, and adopted on this the _____ day of _____, 2010.

ED PINERO, Mayor

ATTEST:

City Clerk

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouquet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO HOLD A PUBLIC HEARING FOR PROPERTY CLEAN UP AT 1321 THIRD AVE

Motion was made by Council Member Gouguet, seconded by Council Member Lane to hold a Public Hearing for property clean up at 1321 Third Ave.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE PROPERTY AT 1321 THIRD AVENUE A PUBLIC NUISANCE

Motion was made by Council Member Gouguet, seconded by Council Member Lane to declare property at 1321 Third Avenue a public nuisance and allow 30 days to start the clean up process with close monitoring by Alvin Carter.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FOR THE CITY OF PICAYUNE TO ASSUME RESPONSIBILITY FOR PAYMENT OF STREET LIGHTING LOCATED IN PHASE IX, THE WOODS SUBDIVISION

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve the request for the City of Picayune to assume responsibility for payment of street lighting located in Phase IX, The Woods Subdivision.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

CONSIDER CITY WIDE OVERLAY PROJECT IN THE FORM OF A BOND ISSUE

Motion was made by Council Member Watkins, seconded by Council Member Breland to consider City Wide Overlay Project in the form of a minimum \$5,000,000 Bond Issue.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE CHIEF BROWN TO ATTEND A FIRE PROTECTION CONFERENCE IN MEMPHIS, TN

Motion was made by Council Member Breland, seconded by Council Member Lane to authorize Chief Brown to attend a Fire Protection Conference in Memphis, TN on March 23-25, 2010. The conference is fully funded by Fireteam USA.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO ENTER CLOSED SESSION TO DETERMINE THE NEED FOR AN EXECUTIVE SESSION

Motion was made by Council Member Lane, seconded by Council Member Gouguet to enter closed session to determine the need for an executive session.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

RETURN TO REGULAR SESSION

Motion was made by Council Member Watkins, seconded by Council Member Breland to return to regular session.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO RE-ENTER EXECUTIVE SESSION

Motion was made by Council Member Lane, seconded by Council Member Gouguet to enter executive session to discuss the following:

Personnel Matter
Possible litigation-MEMA
Economic Development

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

RETURN TO REGULAR SESSION

Motion was made by Council Member Watkins, seconded by Council Member Breland to return to regular session.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO GRANT CONDITIONAL USE TO ALLOW TANA KENNEDY'S MEMA COTTAGE TO REMAIN AT 2412 JACKSON LANDING RD

Motion was made by Council Member Gouguet, seconded by Council Member Lane to grant conditional use to allow Tana Kennedy's MEMA cottage to remain at 2412 Jackson Landing Rd. contingent upon her residing there and surrendering any non-

conforming uses and should she remove herself from the premises or attempt to rent same, the such conditional use permit shall terminate without further action of the Council an such Katrina Cottage shall be removed from the location at the cost of the owner.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO PROCEED WITH THE STRATEGIC GROWTY PLAN OF THE CITY OF PICAYUNE

Motion was made by Council Member Watkins, seconded by Council Member Breland to proceed with the Strategic Growth Plan of the City of Picayune.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO RECESS

Motion was made by Council Member Watkins seconded by Council Member Breland to recess until Wednesday, March 17, 2010 at 3:00 pm.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Priscilla Daniel, City Clerk