

**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, 203 Goodyear Blvd., in said City, Tuesday, April 17, 2018, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Tammy Valente, Lynn Bumpers, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Amber Hinton. Council Member Jan Stevens was absent.

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

Opening prayer was given by Jon Filkens, followed by the Pledge of Allegiance led by Council Member Larry Breland.

ORDER TO APPROVE MINUTES

Motion was made by Council Member Bumpers, seconded by Council Member Gouguet to approve the Minutes for the City of Picayune dated April 3, 2018

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Jan Stevens

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PRIVILEGE LICENSE REPORT

Motion was made by Council Member Bumpers, seconded by Council Member Gouguet to acknowledge receipt of monthly Privilege License report for the month of March 2018.

Run: 4/10/2018 @ 12:31 PM Page: 1
City of Picayune
Browse Receipts [GENERAL FUND - OPERATING, Mail - Is, by Date]

Receipt#	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Void Reason	Received	Deposit Date	Wa
Dep 702543	3/05/2018	GENERAL FUND - Mail - Is OPERATING		Cash		34009		SHIVER SHACK,	2017-2018 PRIV LICENSE		20.00	3/05/2018	
Dep 702549	3/05/2018	GENERAL FUND - Mail - Is OPERATING		Check	0001004	28080		SEW ME	2017-2018 PRIV LICENSE		22.60	3/05/2018	
Dep 702557	3/05/2018	GENERAL FUND - Mail - Is OPERATING		Cash		34010		MAW MAWS COUNTRY KITCHEN	2017-2018 PRIV LICENSE		20.00	3/05/2018	
Dep 702565	3/05/2018	GENERAL FUND - Mail - Is OPERATING		Cash		34006		WALLACE DIESEL PERFORMANCE	2017-2018 PRIC LICENSE		20.00	3/16/2018	
Dep 703306	3/06/2018	GENERAL FUND - Mail - Is OPERATING		Check	0001005	34011		PICAYUNE CHIROPRACTIC CLINIC,	2017-2018 PRIV		30.00	3/16/2018	
Dep 703804	3/08/2018	GENERAL FUND - Mail - Is OPERATING		Cash		28837		HARALSON, KIMBERLY DEANN	2017-2018 PRIV LICENSE		20.00	3/16/2018	
Dep 703813	3/08/2018	GENERAL FUND - Mail - Is OPERATING		Check	0003215	34012		SV FOODS BIG PIC LLC	2017-2018 PRIV LICENSE		265.42	3/16/2018	
Dep 703814	3/08/2018	GENERAL FUND - Mail - Is OPERATING		Check	0003215	34013		SV FOODS LITTLE PIC LLC	2017-2018 PRIV LICENSE		207.08	3/16/2018	
Dep 703859	3/08/2018	GENERAL FUND - Mail - Is OPERATING		Cash		34014		RIVERBANKS	2017-2018 PRIV LICENSE		20.00	3/16/2018	
Dep 707886	3/13/2018	GENERAL FUND - Mail - Is OPERATING		Check	0001079	17380		DEVEREUX & NGUYEN ORTHODONTICS	2017-2018		34.50	3/16/2018	
Dep 710346	3/21/2018	GENERAL FUND - Mail - Is OPERATING		Cash		34068		COUNTRY PUPS	PRIV LICENSE		20.00	3/28/2018	
Dep 711506	3/28/2018	GENERAL FUND - Mail - Is OPERATING		Cash		28075		BURNS BARBER SHOP			100.00	3/28/2018	
Dep 712149	3/28/2018	GENERAL FUND - Mail - Is OPERATING		Cash		34080		UP THE CREEK WITH A PADDLE	2017-2018 PRIV LICENSE		20.00	4/02/2018	
Dep 712301	3/29/2018	GENERAL FUND - Mail - Is OPERATING		Cash		34077		MVG SOLUTIONS LLC	2017-2018 PRIV LICENSE		20.00	4/02/2018	
											819.60		

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Jan Stevens

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PUBLIC RECORDS REQUEST REPORT

Motion was made by Council Member Bumpers, seconded by Council Member Gouguet to acknowledge receipt of monthly Public Records Request report for the month of March 2018.

CITY OF PICAYUNE REPORT OF PUBLIC RECORDS REQUESTS MARCH 2018				
DATE	PERSON REQUESTING	SUBJECT MATTER	DATE FILLED/ DENIED	ACTION
03/29/18	PICAYUNE HOUSING AUTHORITY	RECORD CHECKS & FINGERPRINTS	03/29/18	APPROVED
03/28/18	BREANNA MAGEE	RECORD'S CHECK	03/28/18	APPROVED
03/01/18	TAJANA WATSON	RECORD'S CHECK	03/01/18	APPROVED
03/05/18	RACHEL HUNTER	RECORD'S CHECK	03/05/18	APPROVED
03/07/18	TROY ANTHONY MATAYA	RECORD'S CHECK	03/07/18	APPROVED
03/08/18	LISA SEAL	RECORD'S CHECK	03/08/18	APPROVED
03/07/18	ROLAND GILMORE	ACCIDENT REPORT # 2018-02-1130	03/07/18	APPROVED
03/08/18	ANITA JONES	RECORD'S CHECK	03/08/18	APPROVED
03/08/18	LENDER TRUST	ACCIDENT REPORT # 2018-02-0216	03/08/18	APPROVED
03/12/18	CRYSTAL DEROUEN	ACCIDENT REPORT # 2018-03-0739	03/12/18	APPROVED
03/09/18	ANGIE BROWN	ACCIDENT REPORT # 2018-02-1123	03/09/18	APPROVED
03/13/18	MIKAELA ARCENEUX	ACCIDENT REPORT # 2018-02-2091	03/13/18	APPROVED
03/15/18	LEXIS NEXIS	INCIDENT REPORT #2018-03-0104	03/15/18	APPROVED
03/14/18	ASHLIE COCOHELES	ACCIDENT REPORT # 2018-03-0618	03/14/18	APPROVED
03/15/18	LEXIS NEXIS	INCIDENT REPORT #2018-03-0379	03/15/18	APPROVED
03/15/18	LEXIS NEXIS	ACCIDENT REPORT #2018-03-0645	03/15/18	APPROVED
03/15/18	LEXIS NEXIS	ACCIDENT REPORT # 2018-03-0041	03/15/18	APPROVED
03/21/18	LEXIS NEXIS	ACCIDENT REPORT # 2018-03-0739	03/21/18	APPROVED
03/21/18	LEXIS NEXIS	ACCIDENT REPORT # 2018-03-0659	03/21/18	APPROVED
03/21/18	LEXIS NEXIS	ACCIDENT REPORT # 2018-03-1026	03/21/18	APPROVED
03/22/18	KRISTY WATKINS	ACCIDENT REPORT #2018-03-0743	03/22/18	APPROVED
03/27/18	TEQUITA MCCANN	RECORD'S CHECK	03/27/18	APPROVED
03/27/18	PRECIOUS NECOLE MARKS	RECORD'S CHECK	03/27/18	APPROVED
03/27/18	TORI CRADDOCK	ACCIDENT REPORT # 2018-03-1923	03/27/18	APPROVED
03/27/18	PAMELA AYERS	RECORD'S CHECK & FINGERPRINTS	03/27/18	APPROVED
03/27/18	TIFFANY CLOGHER	RECORD'S CHECK & FINGERPRINTS	03/27/18	APPROVED
03/27/18	CHRIS KULAS	RECORD'S CHECK & FINGERPRINTS	03/27/18	APPROVED
03/27/18	JULIE HUNGER	RECORD'S CHECK & FINGERPRINTS	03/27/18	APPROVED
03/27/18	JARED LAPEROUSE	ACCIDENT REPORT # 2018-03-0739	03/27/18	APPROVED
03/28/18	KELLI KNIGHT	RECORD'S CHECK & FINGERPRINTS	03/28/18	APPROVED
03/28/18	CRYSTAL POTER	ACCIDENT REPORT # 2018-03-1639	03/28/18	APPROVED
03/28/18	PAULETTE SMITH	ACCIDENT REPORT # 2018-03-1700	03/28/18	APPROVED

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Jan Stevens

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT COPY OF APPROVED MINUTES FROM PLANNING COMMISSION DATED MARCH 13, 2018

Motion was made by Council Member Bumpers, seconded by Council Member Gouguet to accept copy of approved minutes from Planning Commission dated March 13, 2018.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Jan Stevens

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT COPY OF MINUTES FROM PLANNING COMMISSION DATED APRIL 10, 2018

Motion was made by Council Member Bumpers, seconded by Council Member Gouguet to accept copy of minutes from Planning Commission dated April 10, 2018.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Jan Stevens

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE OATHS OF OFFICE FOR DEPUTY COURT CLERKS

Motion was made by Council Member Bumpers, seconded by Council Member Gouguet to acknowledge Oaths of Office for Deputy Court Clerks Jordan Kiser and Drayton Dupree.

OATH OF OFFICE

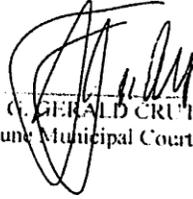
THE STATE OF MISSISSIPPI

CITY OF PICAYUNE

I, Drayton Duvette do solemnly swear that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof, that I am not disqualified from holding the office of Municipal Court Deputy Clerk of the City of Picayune in said state; that I will faithfully discharge the duties of the office upon which I am about to enter. SO HELP ME GOD.

Drayton Duvette #479

Sworn to and subscribed before me, this 5th day of April, 2018.



GERALD CRUICKSHANK
Picayune Municipal Court Judge

OATH OF OFFICE

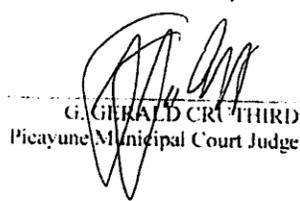
THE STATE OF MISSISSIPPI

CITY OF PICAYUNE

I, Jordan Keene, do solemnly swear that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof, that I am not disqualified from holding the office of Municipal Court Deputy Clerk of the City of Picayune in said state; that I will faithfully discharge the duties of the office upon which I am about to enter. SO HELP ME GOD.



Sworn to and subscribed before me, this 5th day of April 2018


G. GERALD CRUICKSHANK
Picayune Municipal Court Judge

04/28/18

Item # 17

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Jan Stevens

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

PROCLAIM APRIL AS SAFE DIGGING MONTH

Motion was made by Council Member Bumpers, seconded by Council Member Gouguet to proclaim April as Safe Digging Month.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Jan Stevens

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT MS LOCAL MOSQUITO CONTROL SUPPORT GRANT

Motion was made by Council Member Gouguet, seconded by Council Member Valente to accept MS Local Mosquito Control Support Grant and authorize Mayor to sign all related documents.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Jan Stevens

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO RE-SUBDIVIDE TWO PARCELS AT 6352 HWY 11 N

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to accept Planning Commission recommendation to approve request to re-subdivide parcel 617102000007701 into (2) parcels located at 6352 Hwy 11 N which is zoned C-3 (Highway Commercial).

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Jan Stevens

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO RE-SUBDIVIDE PARCEL ON MITCHELL STREET

Motion was made by Council Member Valente, seconded by Council Member Gouguet to accept Planning Commission recommendation to approve request to re-subdivide parcel 6166140040400602 into (6) parcels located at the end of Mitchell St. which is zoned R-1 (Single Family Residential).

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Jan Stevens

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE TIME CHANGE FOR PLANNING COMMISSION MEETINGS

Motion was made by Council Member Valente, seconded by Council Member Gouguet to accept Planning Commission recommendation to approve changing the Planning Commission meeting time from 5:00 P.M. to 5:30 P.M.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Jan Stevens

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE ENGINEERING AGREEMENT FOR DESIGN AND CONSTRUCTION PHASE ENGINEERING FOR THE DRAINAGE REPAIR NEAR 318 MEMORIAL BLVD.

Motion was made by Council Member Valente, seconded by Council Member Gouguet to approve Engineering Agreement for Design and Construction Phase Engineering for the drainage repair near 318 Memorial Blvd. and authorize Mayor to sign the same.



March 23, 2018

Mayor Ed Pinero, Jr.
City of Picayune
203 Goodyear Boulevard
Picayune, Mississippi 39466

RE: City of Picayune
Drainage Repairs near 318 Memorial Blvd.
Engineering Services Agreement

Dear Mayor Pinero:

Thank you for allowing us the opportunity to assist you with this project. According to the laws set forth by the Mississippi State Board of Registration for Professional Engineers and Surveyors, we can only submit a cost estimate for providing professional services if we are selected for the work based on our qualifications. Therefore, we are submitting this not to exceed cost estimate portion of this proposal with the understanding that it is for budgetary estimate purposes only and is not being used for comparative pricing of the other professional firms. I have reviewed the engineering and surveying work required in connection with the above referenced. I am pleased to provide this letter of agreement for the following engineering services:

I. Design Phase

Dungan Engineering, PA shall provide final engineering and surveying necessary for the development of the construction drawings, details, and specifications for the drainage repairs near 318 Memorial Blvd. The design shall be based on the City's selection of Option 2: Double HDPE Culverts as described in letter dated March 20, 2018 to Mr. Eric Morris, Director of Public Works. Dungan Engineering, PA shall prepare and furnish to the City cost estimates of all work included in the completed drawings, specifications, and contract documents.

II. Construction Phase Engineering

Dungan Engineering, P.A. will solicit bids and administer the construction contract for the various elements of work. Dungan Engineering, P.A. will provide construction observation during all phases of the construction contract. These construction observations will be necessary to insure quality of work and to maintain detailed records of the quantities of materials used by the Contractor.

Dungan Engineering, PA shall act in a general advisory and consulting capacity to the City throughout the construction period and shall:

Make periodic visits to the site of the work to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.

Make or assist the City in making all reports required by any State or Federal Agency relating to the project.

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Be available to the Contractor and the City for interpretation of drawings, specifications, and contract documents and prepare construction change orders as they are required for the proper execution of the work.

Review shop drawings, diagrams, illustrations, catalog data, samples, the results of tests and inspections, and other compliance with the information given in the contract documents.

Based on his review of the Contractor's applications for payment and supporting data, determine the amounts owing to the Contractor and approve in writing payment to the Contractor in such amounts.

Conduct, in company with the City, a final inspection of the Project for compliance with the information given in the contract documents, and approve in writing final payment to the Contractor.

Dungan Engineering, PA shall not be responsible for the methods and means employed by the Contractor in the performance of the construction work. Further, Dungan Engineering, PA shall not be responsible for the safety of the workmen and others who might be injured during the course of construction work by the Contractor, or for property which may be damaged; his obligation under this section of the Contract being limited to the making of periodic observations and reports to the City concerning the compliance of the completed construction work with the contract documents.

III. Material Testing

Dungan Engineering, PA shall provide certified materials testing technicians that will develop and implement a QA/QC program to insure that materials and workmanship the Contractor provides meets the specifications as outlined the Contract Documents.

Dungan Engineering, PA shall be responsible for all field sampling and job control acceptance testing. Material testing may be accomplished by using Dungan Engineering, PA's own forces and equipment or by subcontracting the work to an outside laboratory. Whether the Dungan Engineering, Pa provides its own laboratory or subcontracts the work to a Sub-Consultant for field sampling and job control acceptance testing, the laboratory shall meet the approval of the STATE AID or MDOT.

IV. Additional Services

When authorized in writing by the City, Dungan Engineering, PA shall furnish or obtain from others additional services not otherwise specifically provided for in Item I through Item VII. These services shall include but not be limited to the following:

Prepare changes in design or perform other services resulting from substantial changes being made in the general scope of the project.

Prepare revisions of studies, reports, design documents, drawings, or specifications which have been previously approved by the City.

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Provide additional or extended services during construction caused by fire, storm, work stoppages, or other prolongation of the contract time, acceleration of work schedule beyond Dungan Engineering's established office working hours, or the Contractor's default due to delinquency or insolvency.

Prepare for and give testimony as an expert witness or make any other appearance on behalf of the City before governmental, quasi-governmental, or civic bodies in connection with proceedings involving the project.

V. Professional Fees

Dungan Engineering, P.A. proposes to provide all necessary engineering and drafting services, as outlined above, for a lump sum fee equal as outlined below:

• Design Phase Engineering (6%) -	\$ 6,540.00
• Construction Phase Engineering (6%)	\$ 6,540.00
• Material Testing (3%)	<u>\$ 3,270.00</u>
• Total	\$ 16,350.00

The fees above are based on Dungan Engineering, PA's Preliminary Construction Estimate for the scope of work. (\$108,800.00).

VI. General Considerations

Dungan Engineering, PA's estimate of the construction cost is the opinion of the ENGINEER of the probable construction cost on the date of the estimate and is supplied as a guide only. Since the Dungan Engineering, PA has no control over the cost of labor and materials or over competitive bidding and market conditions, Dungan Engineering, PA does not guarantee the accuracy of such opinion as compared to Contractor bids or actual cost to the City.

Dungan Engineering, PA will prepare the drawings and specifications in accordance with generally accepted engineering practices and makes no warranty, either expressed or implied, as part of this Agreement.

Dungan Engineering, PA does not guarantee the performance or safety of materials and equipment provided by any construction Contractors, which materials and equipment may include but not necessarily be limited to pipe, valves, fittings, traps, conduit, wiring, steel, wire, nails, lumber, cement, aggregate, bricks, files, pumps, motors, compressors, electrical apparatus of all types, all metal pressure and storage vessels furnished and erected in place as required to provide a complete, functional unit and all other materials and equipment as are required to provide a complete, safe, and functional facility.

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this Agreement should be terminated by the City, then Dungan Engineering, PA shall be paid their compensation for services performed prior to receipt of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this Agreement, such party will remain liable to the other for all damages incurred as a result of breach of this Agreement.

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This Agreement may be terminated by either party upon seven days' written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination

Plans and specifications shall be the property of the City, whether the project for which they are made is executed or not. The City shall be permitted to retain copies, including reproducible copies of plans and specifications for information and reference in connection with the City's use and occupancy. The plans and specifications may be used by the City on other projects, for additions to this project, or for completion of this project by others upon payment by the City of appropriate compensation to Dungan Engineering, PA for items of services as provided in Item I through Item VII.

If the project is suspended for more than six months or abandoned in whole or in part Dungan Engineering, PA shall be paid his compensation for services performed prior to receipt of written notice from the City of such suspension or abandonment, together with reimbursable expenses then due, as described in Item IX, PROFESSIONAL FEES.

Dungan Engineering, PA shall keep and maintain books, records, and other documents relating directly to the receipt and disbursement of grant funds; and any duly authorized representative of the Governor's Office of Federal-State Programs, Department of Community Development, the U.S. Department of Housing and Urban Development (HUD) and/or the Controller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of the engineer until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

Dungan Engineering, PA agrees that any duly authorized representative of the Governor's Office of Federal-State Programs, Department of Community Development the U.S. Department of Housing and Urban Development (HUD) and/or the Controller General of the United States shall, at all reasonable times, have access to any portion of the Project in which Dungan Engineering, PA is involved until the completion of all close-out procedures respecting this grant.

We would expect to start our services immediately after receipt of written confirmation you had accepted our proposal. We intend to perform this work in accordance with generally accepted engineering and surveying principles.

If you accept this proposal please execute both copies of this Letter of Agreement and return one (1) to our office. This letter of agreement is subject to the attached thirty (30) "General Terms and Conditions".

Thanks again for your consideration. We look forward to working with you on this project. If you have any questions or comments, please call me.

Sincerely,

Brooks Wallace, P.E.
Vice President, Dungan Engineering, P.A

Accepted By


City of Picayune

Enclosures

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925 Goodyear Blvd.
Picayune, MS 39466
Ph. 601-799-1037

**ENGINEER'S PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
FOR
318 MEMORIAL BLVD DRAINAGE REPAIR**

CONSTRUCTION ITEMS					
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT
S-200-A	Mobilization	Lump Sum	1	\$ 9,000.00	\$ 9,000.00
S-203-E1	Borrow excavation (F.M.E.) (Contractor Furnished) (Class 7)	Cu. Yd.	600	\$ 20.00	\$ 12,000.00
S-203-D	Muck Excavation (FM)	Cu. Yd.	450	\$ 15.00	\$ 6,750.00
S-310-C-1	Stabilizer Aggregate (Fine)	Cu. Yd.	1000	\$ 25.00	\$ 25,000.00
S-603-PE	60" N-12 Dual Wall, Corrugated/Smooth Interior, HDPE Water Tight	Lin. Ft.	400	\$ 120.00	\$ 48,000.00
S-615-A	Loose Riprap, 200 lb	Ton	50	\$ 90.00	\$ 4,500.00
S-601-A	Grout for Riprap	Cu. Yd.	15	\$ 250.00	\$ 3,750.00
Total Estimated Construction Cost:					\$ 109,000.00
NON-CONSTRUCTION ITEMS					
Design Phase Engineering (6%)					\$ 6,540.00
Construction Phase Engineering (6%)					\$ 6,540.00
Material Testing (3%)					\$ 3,270.00
Total Estimated Non-Construction Cost:					\$ 16,350.00
Total Estimated Project Cost:					\$ 125,350.00



SCHEDULE OF HOURLY RATES

<u>Professional Services (Engineering)</u>	
Principal Engineer (When Applicable).....	\$175.00/Hr.
Professional Engineer	\$125.00/Hr.
Engineer (E.I.)	\$95.00/Hr.
Senior Engineering Technician	\$95.00/Hr.
Engineering Technician II	\$70.00/Hr.
Engineering Technician I.....	\$65.00/Hr.
Construction Inspector.....	\$65.00/Hr.
<u>Professional Services (Surveying & Mapping - Office)</u>	
Survey Manager (P.L.S.).....	\$125.00/Hr.
Professional Land Surveyor (P.L.S.)	\$125.00/Hr.
<u>Professional Services (Surveying & Mapping - Field)</u>	
Survey Crew	\$150.00/Hr.
<u>Overhead Powerline Staking</u>	
Sr. Engineering/Staking Technician	\$95.50/Hr.
Engineering/Staking Technician I	\$74.25/Hr.
Staking Crew (2 Person).....	\$139.00/Hr.
Staking Crew (3 Person).....	\$160.00/Hr.
CAD Technician	\$72.10/Hr.
Engineer.....	\$139.00/Hr.
Survey Instrument/Rodman	\$53.50/Hr.
<u>Testing</u>	
Construction Materials Testing Engineer (Registered Engineer)	\$125.00/Hr.
Construction Materials Testing Laboratory Manager.....	\$100.00/Hr.
Construction Materials Senior Testing Technician.....	\$95.00/Hr.
Construction Materials Testing Technician	\$63.00/Hr.

- Rates are based on an 8 hour work day - 40 hour work week.
- All OVERTIME will be charged at 1.5 times the above quoted rates.
- Travel Time Shall Be Billed both to and from Destination.
- Site specific safety and hazardous material training and equipment are client reimbursable at actual cost.
- Per Diem will be based on current GSA rates.

Revised: 12/15/17

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 1574 Highway 98 East | Columbia, MS 39429
 P (601) 731-2600 | F (601) 736-6501

GENERAL TERMS AND CONDITIONS

1. **Relation Between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered onto any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.
2. **Responsibility of the Engineer.** Engineer will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contracts to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the service of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Client. Engineer shall have the right to retain copies of all documents and drawings for its files.
6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. They should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or

adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.
8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.
12. **Termination.** This Agreement may be terminated by either party upon 30 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. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by the Engineer either before or after the termination date shall be reimbursed by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) on property damage arising out of the sole negligent act, error or omission of Client.

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

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special,

incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client of the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

15. **Legal Proceedings.** In the Event's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding or inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such a proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive liability with maximum limits of \$500,000/\$1,000,000; automotive liability with maximum limits of \$50,000/\$500,000; and professional liability insurance with an annual limit of \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.
18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is sufficient.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer of Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, or information from others, Engineer cannot and does not warrant their completeness and accuracy.
20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold

Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors, or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.
22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred in the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.
23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be done upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineers ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.
24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by contingency beyond their control including, but not limited to, acts of God, wars, strikes, walkouts fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory, or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.
28. **Amendment.** This Agreement shall not be subject to amendment unless other instrument is executed by duly authorized representatives of each of the parties.
29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with

respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

30. **Design without Construction Phase Services.** Should Client provide Construction Phase services with either Client's representatives or a third party, Engineer's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase.

It is understood and agreed that if Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by Client, then Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the Engineer that may be in any way connected thereto.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Jan Stevens

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE OUT OF STATE TRAVEL FOR FIRE MARSHALL PAT WEAVER

Motion was made by Council Member Breland, seconded by Council Member Valente to approve out of state travel for Fire Marshall Pat Weaver to Evansville, IN, June 4-7, 2018 for the purpose of recertification of arson dog Izzy.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Jan Stevens

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO APPLY FOR A GRANT FROM THE LOWER PEARL RIVER VALLEY FOUNDATION

Motion was made by Council Member Bumpers, seconded by Council Member Breland to approve request to apply for a grant from Lower Pearl River Valley Foundation for funding improvements at Leola Jordan and J.P. Johnson Parks.

The following roll call was made:

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

VOTING NAY: Council Member Valente and Gouguet

ABSENT AND NOT VOTING: Council Member Jan Stevens

ABSTAINING AND NOT VOTING: None

The motion failed for lack of votes.

MOTION TO ADJOURN

Motion was made by Council Member Valente, seconded by Council Member Gouguet to adjourn.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Jan Stevens

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk