

wood Utilities and Upchurch provided for an award of attorney's fees. Accordingly, the Court will conduct a post judgment hearing to determine the amount of attorney's fees.

16. It is clear that Greenwood Utilities never paid the \$119,835.00 owed to Upchurch and Triconex. Accordingly, Upchurch and Triconex's motion to amend is granted. The amount of \$119,835.00 is awarded to Upchurch and Triconex which shall be set-off against the judgment against Upchurch and Triconex.

17. Accordingly, Judgment shall be entered in favor of the Plaintiff, Greenwood Utilities Commission, and against Upchurch and Triconex in the total amount of \$2,381,471.56.

18. The (sic) was no dispute that Greenwood Utilities is liable to GE on the counterclaim of \$289,478.83. Accordingly, Judgment shall be entered in favor of GE and against Greenwood Utilities in the total amount of \$289,478.83. ^[FN3]

FN3. This final judgment in favor of GE and against Greenwood was entered on October 18, 2004. During the pendency of this appeal, GE was dismissed as a party by order of a three-justice panel of this Court.

¶ 10. On October 25, 2004, Upchurch and Triconex filed a Motion to Amend the Findings of Fact Pursuant to [Rule 52\(b\) of the Mississippi Rules of Civil Procedure](#). Upchurch and Triconex stated in their motion, *inter alia*:

Specifically, the following Findings of Fact are not supported by substantial evidence and should be amended with the conclusions based on such findings:

A. That Mr. Shaw took readings on November 10, 1995, off of an auxiliary shaft as directed by Mr. Niakian;

B. That Mr. Shaw correctly took the readings he reported and which were relied upon by GU, GE, and Triconex;

C. That Mr. Shaw was competent to perform the task of taking accurate turbine speed readings for which he was provided by GU;

D. That Triconex's controls system was defective on November 10, 1995; and

E. Other related findings of fact and conclusions detailed in the attached Memorandum of Evidence and Authorities Submitted in Support of Upchurch Plumbing, Inc.'s (sic) and Triconex Systems, Inc.'s Motion to Amend Findings of Fact Pursuant to [Rule 52\(b\) of the Mississippi Rules of Civil Procedure](#).

***1107** ¶ 11. On February 1, 2005, Judge Hines heard Greenwood's Motion for Attorney's Fees. On July 14, 2005, Judge Hines entered: (1) an order denying the Motion to Amend the Findings of Fact filed by Upchurch and Triconex; (2) an order awarding attorneys' fees to Greenwood; (3) and final judgment in favor of Greenwood and against Upchurch and Triconex, "in the amount of \$2,381,471.56 pursuant to the Court's findings on October 13, 2004, plus attorney fees in the amount of \$240,980.40 for a total amount owed of \$2,622,451.96 ... with post-judgment interest at the annual rate of 8% until paid. Post-judgment interest shall run on the original judgment from October 13, 2004 and on the attorney fees from the date of this order."

¶ 12. On July 21, 2005, Upchurch and Triconex filed a postjudgment Motion for Judgment as a Matter of Law or, Alternatively, Motion to Alter, Amend or Vacate the Judgment, or Motion for New Trial, which Judge Hines denied on August 3, 2005.

¶ 13. Upchurch and Triconex ^{**FN4**} then timely perfected their appeal to this Court.

FN4. Triconex's brief states: "Triconex has assumed the defense of and is indemnifying Upchurch since all events complained of in the underlying action occurred while Triconex was onsite testing the computerized controls system for the turbine under the provisions of the Upchurch contract expressly incorporated into the Triconex subcontract." Therefore, we will