



**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR
AND BOARD OF ALDERMEN
TUESDAY, NOVEMBER 19, 2024 – 6:00 PM
MUNICIPAL COURTROOM - 305 MONROE STREET**

WELCOME AND CALL TO ORDER Mayor Phil Fisher

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The Invocation was led by Alderman Martin. The Pledge of Allegiance was led by Alderman Chapman.

ROLL CALL City Clerk, Jimmy Baldree

Alderman Lott was absent. All others were present.

RECOGNITIONS

Mayor Fisher read a letter praising Police Officer Snow for his recent assistance to the Community.

APPROVAL OF CONSENT AGENDA ITEMS A – W WITH B REMOVED

Upon **MOTION** made by Alderman Wilbanks and **SECONDED** by Alderwoman Oliver the Board approved Consent Items A – W with Item B removed. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF CONSENT AGENDA ITEM B

Upon **MOTION** made by Alderman Chapman and **SECONDED** by Alderwoman Godfrey the Board approved Consent Item B. Alderman Wilbanks left the meeting at 6:02 pm and returned to the meeting at 6:03 pm. He did not participate in the discussion of this item nor did he vote on this item. **MOTION CARRIED UNANIMOUSLY**

DEPARTMENT HEAD REPORTS

Police Chief Ford Hayman updated the Board on recent activities of the Police Department, including the crime breakdown comparison, the service calls breakdown, and a reminder to the Community to sign up for the House Watch Program.

BOARD OF ALDERMAN DISCUSSION AND REPORTS



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MOTION made by Alderman Chapman and **SECONDED** by Alderman Martin, the Board approved the following appointments to the Parks and Recreation Advisory Board: Tyson Reno as nominated by Alderwoman Godfrey, Mike McSparrin as nominated by Alderman Martin, Sydney Sisson as nominated by Alderwoman Oliver, and Rob Logan as nominated by Mayor Fisher. **MOTION CARRIED UNANIMOUSLY**

MAYOR'S DISCUSSION AND REPORTS

DISCUSSION/ACTION – RESOLUTION OF INTENT TO GRANT AN EXEMPTION FROM AD VALOREM TAXES TO GULF STATE CANNERS, INC. FOR NEW LOGISTICS AND DISTRIBUTION EQUIPMENT

Upon presentation by Jimmy Baldree, City Clerk, **MOTION** made by Alderwoman Godfrey and **SECONDED** by Alderwoman Garrett the Board approved a Resolution of Intent to grant an Exemption from Ad Valorem Taxes to Gulf State Cannery, Inc. for new Logistics and Distribution Equipment. **MOTION CARRIED UNANIMOUSLY**

DISCUSSION/ACTION – APPROVAL TO ADVERTISE FOR BIDS FOR THE ARROW DRIVE PEDESTRIAN PATHWAY LIGHTING IMPROVEMENTS

Upon presentation by Greg Gearhart, P.E., Consulting Engineer, **MOTION** made by Alderwoman Oliver and **SECONDED** by Alderman Wilbanks the Board approved to Advertise for the Arrow Drive Pedestrian Pathway Lighting Improvements. **MOTION CARRIED UNANIMOUSLY**

DISCUSSION/ACTION – APPROVAL TO ADVERTISE FOR BIDS FOR EMERGENCY ROAD AND BRIDGE REPAIR – PINEHAVEN BRIDGE

Upon presentation by Greg Gearhart, P.E., Consulting Engineer, **MOTION** made by Alderman Wilbanks and **SECONDED** by Alderman Chapman the Board approved to Advertise for Emergency Road and Bridge Repair for the Pinehaven Bridge. **MOTION CARRIED UNANIMOUSLY**

DISCUSSION/ACTION – APPROVE RESOLUTION CONCERNING THE CONSTRUCTION ENGINEERING INSPECTION (CE&I) CONTRACT FOR THE ARROW DRIVE PEDESTRIAN PATHWAY LIGHTING IMPROVEMENTS



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Upon presentation by Greg Gearhart, P.E., Consulting Engineer, **MOTION** made by Alderman Wilbanks and **SECONDED** by Alderwoman Oliver the Board approved a Resolution concerning the Construction Engineering and Inspection (CE&I) Contract for the Arrow Drive Pedestrian Pathway Lighting Improvements. **MOTION CARRIED UNANIMOUSLY**

DISCUSSION/ACTION – APPROVAL OF SUMMARY CHANGE ORDER AND FINAL PAY ESTIMATE NO. 15 IN THE AMOUNT OF \$32,184.21 TO HEMPHILL CONSTRUCTION COMPANY FOR THE LOVETT WASTEWATER TREATMENT FACILITY UPGRADE PROJECT

Upon presentation by Greg Gearhart, P.E., Consulting Engineer, **MOTION** made by Alderwoman Godfrey and **SECONDED** by Alderman Chapman the Board approved Summary Change Order and Final Pay Estimate No. 15 in the amount of \$32,184.21 to Hemphill Construction Company for the Lovett Wastewater Treatment Facility Upgrade Project. **MOTION CARRIED UNANIMOUSLY**

DISCUSSION/ACTION – APPROVAL OF MASTER PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CLINTON AND COMPLIANCE ENVIROSYSTEMS, LLC

Upon presentation by Phillip Lilley, Director of Public Works, **MOTION** made by Alderwoman Oliver and **SECONDED** by Alderman Martin the Board approved a Master Professional Services Agreement between the City of Clinton and Compliance Envirosystems, LLC. **MOTION CARRIED UNANIMOUSLY**

DISCUSSION/ACTION – APPROVE LOWEST AND BEST QUOTE FROM BLURTON, BANKS & ASSOCIATES, INC., IN THE AMOUNT OF \$16,482.00 TO RAISE AN EXISTING MANHOLE ON MONROE STREET

Upon presentation by Phillip Lilley, Director of Public Works, **MOTION** made by Alderman Chapman and **SECONDED** by Alderman Wilbanks the Board approved the Lowest and Best Quote from Blurton, Banks & Associates LLC., in the amount of \$16,482.00, to raise an existing manhole on Monroe Street. **MOTION CARRIED UNANIMOUSLY**

DISCUSSION/ACTION – ACCEPTANCE OF A GRANT IN THE AMOUNT OF \$6,500.00 FROM USTA MISSISSIPPI FOR THE COMMUNITY TENNIS AND FACILITIES



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MUNICIPAL COURTROOM - 305 MONROE STREET**

**GRANT TO PURCHASE UPGRADED AMENITIES ON THE BRIGHTON PARK
TENNIS COURTS**

Upon presentation by Courtney Nunn, Director of Parks & Recreation, **MOTION** made by Alderwoman Oliver and **SECONDED** by Alderman Chapman the Board approved accepting a Grant in the amount of \$6,500.00 from USTA Mississippi for the Community Tennis and Facilities Grant to purchase Upgraded Amenities on the Brighton Park Tennis Courts. **MOTION CARRIED UNANIMOUSLY**

**DISCUSSION/ACTION – ADOPTION OF THE FOOD TRUCK LEASE AGREEMENT
FOR THE FIREHOUSE FOOD PARK OPERATIONS AT KIDS' TOWNE PARK**

Upon presentation by Courtney Nunn, Director of Parks & Recreation, **MOTION** made by Alderman Chapman and **SECONDED** by Alderwoman Oliver the Board approved the Adoption of the Food Truck Lease Agreement for the Firehouse Food Park Operations at Kids' Towne Park. **MOTION CARRIED UNANIMOUSLY**

**DISCUSSION/ACTION – APPROVAL OF CHANGE ORDER REQUEST PCO #01A
WITH MID-STATE CONSTRUCTION REGARDING THE KIDS' TOWNE PARK
PICKLE BALL COURT CONSTRUCTION PROJECT**

Upon presentation by Courtney Nunn, Director of Parks & Recreation, **MOTION** made by Alderwoman Godfrey and **SECONDED** by Alderman Chapman the Board approved Change Order Request PCO #01A with Mid-State Construction regarding the Kids' Towne Park Pickle Ball Court Construction Project. **MOTION CARRIED UNANIMOUSLY**

**DISCUSSION/ACTION – CERTIFICATE OF APPROPRIATENESS – DIMENSIONAL
VARIANCE – KRILAKIS – 312 JEFFERSON STREET – WARD 4**

Upon presentation by Roy Edwards, Director of Community Development, **MOTION** made by Alderwoman Godfrey and **SECONDED** by Alderman Chapman the Board approved a Certificate of Appropriateness Dimensional Variance for Krilakis at 312 Jefferson Street in Ward 4. **MOTION CARRIED UNANIMOUSLY**

**DISCUSSION/ACTION – DIMENSIONAL VARIANCE – JOHNNY & STACEY
DONALDSON – 3155 N NORRELL ROAD – WARD 1**



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Upon presentation by Roy Edwards, Director of Community Development, **MOTION** made by Alderman Wilbanks and **SECONDED** by Alderwoman Godfrey the Board approved a Dimensional Variance for Johnny & Stacey Donaldson at 3155 N Norell Road in Ward 1. **MOTION CARRIED UNANIMOUSLY**

DISCUSSION/ACTION – CERTIFICATE OF APPROPRIATENESS – KAREN GODFREY – 805 N MONROE ST – WARD 1

Upon presentation by Roy Edwards, Director of Community Development, **MOTION** made by Alderwoman Oliver and **SECONDED** by Alderman Wilbanks the Board approved a Certificate of Appropriateness for Karen Godfrey at 805 N Monroe St in Ward 1. Alderwoman Godfrey left the meeting at 6:51 pm and returned to the meeting at 6:53 pm. She did not participate in the discussion of this item nor did she vote on this item. **MOTION CARRIED UNANIMOUSLY**

DISCUSSION/ACTION – SITE PLAN REVIEW – JEFF FINCH – 1106 INDUSTRIAL DRIVE – WARD 1

Upon presentation by Roy Edwards, Director of Community Development, **MOTION** made by Alderman Chapman and **SECONDED** by Alderwoman Godfrey the Board approved a Site Plan Review for Jeff Finch at 1106 Industrial Drive in Ward 1. **MOTION CARRIED UNANIMOUSLY**

DISCUSSION/ACTION – ARCHITECTURAL REVIEW – CARRIE BETH FLOORING & DESIGN – 1205 CLINTON INDUSTRIAL PARK DRIVE – WARD 1

Upon presentation by Roy Edwards, Director of Community Development, **MOTION** made by Alderwoman Godfrey and **SECONDED** by Alderman Martin the Board approved an Architectural Review for Carrie Beth Flooring & Design at 1205 Clinton Industrial Park Drive in Ward 1. **MOTION CARRIED UNANIMOUSLY**

DISCUSSION/ACTION – CERTIFICATE OF APPROPRIATENESS – CHRIS EVANS – 804 MONROE ST – WARD 1

Upon presentation by Roy Edwards, Director of Community Development, **MOTION** made by Alderwoman Oliver and **SECONDED** by Alderman Wilbanks the Board approved a Certificate of Appropriateness for Chris Evans at 804 Monroe St in Ward 1. **MOTION CARRIED UNANIMOUSLY**



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EMPLOYMENT ITEMS

MOTION made by Alderman Chapman and **SECONDED** by Alderwoman Godfrey the Board approved hiring, contingent on the successful completion of the hiring process, Percy Bates as a Certified Booking Officer for the Police Department, and George Myrick as a Maintenance Worker for the Public Works Department. **MOTION CARRIED UNANIMOUSLY**

MOTION made by Alderman Wilbanks and **SECONDED** by Alderwoman Godfrey, the Board approved to enter into a Closed and Executive Session.

MOTION made by Alderman Martin and **SECONDED** by Alderwoman Godfrey, the Board approved to Suspend a Public Works Employee for 2 days without pay.

MOTION made by Alderman Wilbanks and **SECONDED** by Alderwoman Oliver, the Board approved to exit out of a Closed and Executive Session.




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OTHER BUSINESS

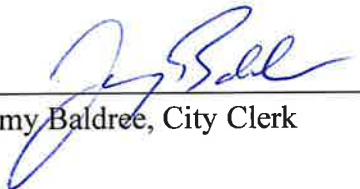
There was no other business.

ADJOURN 7:05 PM

MOTION made by Alderwoman Oliver and **SECONDED** by Alderwoman Garrett to adjourn until the next regular meeting of the Mayor and Board of Aldermen of the City of Clinton, Mississippi to be held December 3, 2024, at 6:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVED: 
Philip R. Fisher, Mayor

11/20/2024
Date

ATTEST: 
Jimmy Baldree, City Clerk

11/20/24
Date

SEAL





**RESOLUTION OF INTENT OF THE MAYOR
AND BOARD OF ALDERMEN
OF THE CITY OF CLINTON, MISSISSIPPI
TO GRANT EXEMPTION FROM AD VALOREM TAXES**

Phil Fisher, Mayor

ALDERMEN

Karen Godfrey
Ward One

Jim Martin
Ward Two

Robert Chapman
Ward Three

Chip Wilbanks
Ward Four

Beverly Oliver
Ward Five

James Lott
Ward Six

Ricki Garrett
Alderwoman-At-Large

Jimmy Baldree
City Clerk

The Mayor & Board of Aldermen of the City of Clinton, Mississippi took up the matter of committing to grant or otherwise approve certain tax exemptions to **Gulf States Cannery, Inc.**, as an inducement to such company to expand its existing facility in the City of Clinton by adding new state of the art beverage bottling manufacturing, logistics and distribution equipment; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF INTENT OF THE MAYOR & BOARD OF
ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI
PERTAINING TO CERTAIN AD VALOREM TAX
EXEMPTIONS, INCLUDING THOSE EXEMPTIONS UNDER
MISSISSIPPI CODE SECTIONS 27-31-101, ET. SEQ. AND 27-
31-53 FROM AD VALOREM TAXES, ON NEW BEVERAGE
LOGISTICS AND DISTRIBUTION CENTER EQUIPMENT
TO BE CONSTRUCTED, EQUIPPED, OWNED AND
OPERATED, IN WHOLE OR IN PART, IN THE CITY BY
GULF STATES CANNERS, INC. OR ITS SUCCESSOR OR
ASSIGN; AND RELATED MATTERS.**

WHEREAS, the Mayor & Board of Aldermen, of the City of Clinton, Mississippi (the “Board”), acting for and on behalf of the City of Clinton, Mississippi (the “City”), hereby finds, determines and adjudicates as follows:

1. The Board has been informed of the potential expansion by Gulf States Cannery, Inc. or a designated subsidiary, affiliate, successor or assign thereof (collectively, the “Company”) of its existing beverage bottling, logistics and distribution center in the City (the “Project”);

2. The Project, if constructed, is expected to require a capital investment of approximately Forty Million Eight Hundred Thousand Dollars (\$40,800,000.00) in the City;

3. The Project is also expected to provide temporary construction employment and the opportunity for local contractors to bid on Project construction work, in addition to new permanent employment opportunities in the City;

4. If the City is selected for the location of the Project, the City and its citizens will benefit from a significant enhancement to its tax base and an annual source of new property tax revenue in addition to the other benefits to the City;

**YOU
BELONG
HERE**



Phil Fisher, Mayor

ALDERMEN

Karen Godfrey
Ward One

Jim Martin
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Ward Five

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Ricki Garrett
Alderswoman-At-Large

Jimmy Baldree
City Clerk

5. Pursuant to Sections 27-31-101 and -105 of the Mississippi Code of 1972, amended (the “Code”), the Mississippi Legislature has authorized the City to grant exemptions from City ad valorem taxes, except school ad valorem taxes and the “mandated levies” described in Code section 27-39-329, with respect to all eligible property used in, or necessary to, the operation of a manufacturer or other new enterprise (including distribution centers) specifically enumerated in such Code section;

6. Pursuant to Code section 27-31-53, the Mississippi Legislature has authorized the City to issue a license and approve a warehouse as a “free port warehouse” as such term is defined in Code section 27-31-51, and pursuant to such license grant an exemption from ad valorem taxes, including ad valorem taxes levied for school purposes, for personal property in transit through the State of Mississippi, transferred to a free port warehouse for storage in transit to a final destination outside the State of Mississippi as prescribed by said Code sections;

7. As an existing bottle manufacturing, warehouse and distribution center, the Project constitutes an “expanded enterprise” as such term is defined in Code section 27-31-105 and is therefore eligible, upon satisfaction of the conditions set forth therein, for the exemptions from certain ad valorem taxes pursuant to Code sections 27-31-101, 27-31-105 and 27-31-53;

8. To the extent that the City is selected by the Company for the location of the Project and the associated capital investment for the Project in the City, the Board desires to declare its intent to approve any properly filed applications by the Company pursuant to Code section 27-31-101 for ten (10) years and subject to the approval by the Mississippi Department of Revenue (“MDOR”);

9. To the extent that the City is selected by the Company for the location of the Project and the associated capital investment for the Project in the City, the Board desires to declare its intent to grant to the Company a free port warehouse license, pursuant to Code section 27-31-53 and to exempt from all ad valorem taxes personal property in transit through the State of Mississippi, transferred to the free port warehouse for storage in transit to a final destination outside the State of Mississippi, as prescribed by Code section 27-31-53, as part of the operation of the Project;

10. Said exemptions, as applicable, will play a material role in the Company’s decision to construct, equip and operate the Project in the City; and

11. In order to further induce the Company to proceed with the Project in the City, the City should indicate its intent to approve the aforementioned exemptions from ad valorem taxes with respect to the Project.

**YOU
BELONG
HERE**



Phil Fisher, Mayor

ALDERMEN

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Ricki Garrett
Alderwoman-At-Large

Jimmy Baldree
City Clerk

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. Project Benefits. The Board acknowledges and agrees that the Project, if constructed in the City, will result in significant benefits to the City and its citizens, including the creation of new temporary construction job opportunities, new permanent employment opportunities and a long-term increase of ad valorem tax revenues.

SECTION 2. Intent to Approve Applications. Acting for and on behalf of the City and by virtue of such authority as may now or hereafter be conferred upon it by the statutes and by any other applicable laws of the State of Mississippi, this Board does hereby declare its intention, to approve an application for tax exemption pursuant to Code section 27-31-105 to be filed by the Company in connection with the Project.

SECTION 3. Intent to Grant License and Exemptions. Acting for and on behalf of the City and by virtue of such authority as may now or hereafter be conferred upon it by the statutes and by any other applicable laws of the State of Mississippi, this Board does hereby declare its intention to grant to the Company a free port warehouse license pursuant to Code section 27-31-53 upon application by the Company and an exemption from ad valorem taxes with respect to personal property located in the City and in transit to final destination outside the State of Mississippi as prescribed by Section 27-31-53.

SECTION 4. Board Minutes. The City Clerk is hereby directed to spread a copy of this resolution on the minutes of this Board.

SECTION 5. Prior Orders/Resolutions. Any prior orders and resolutions of the Board in conflict with this resolution are hereby rescinded and repealed, but only to the extent of any such conflict. For cause, this resolution shall become effective immediately upon its adoption.

SECTION 6. Captions. The captions or headings of this resolution are for convenience only and in no way define, limit or describe the scope or intent of any provision of these resolutions.

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**YOU
BELONG
HERE**



Phil Fisher, Mayor

ALDERMEN

Karen Godfrey
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Ward Six

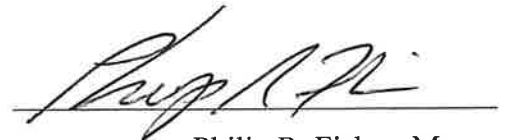
Ricki Garrett
Alderswoman-At-Large

Jimmy Baldree
City Clerk

A Motion for Adoption was made by Alderman Godfrey and Seconded by Aldermen Garrett and the foregoing resolution having first been reduced to writing and no request being made by the Mayor or any member of the Board of Aldermen that the Resolution be read by the City Clerk, before any vote was taken, it was submitted to the Board of Aldermen for the passage or rejection on a roll call vote. The question was put to a roll call vote, and the result was as follows:

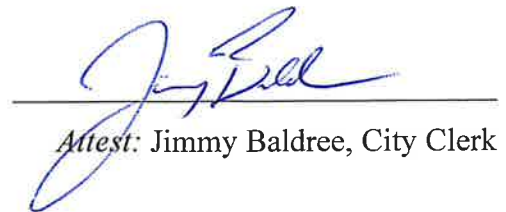
Alderswoman Garrett	<u>AYE</u>
Alderswoman Godfrey	<u>AYE</u>
Alderman Martin	<u>AYE</u>
Alderman Chapman	<u>AYE</u>
Alderman Wilbanks	<u>AYE</u>
Alderswoman Oliver	<u>AYE</u>
Alderman Lott	<u>Absent</u>

The Mayor of the City of Clinton thereupon declared the motion carried and the Resolution adopted, this 19 day of November, 2024.


Philip R. Fisher, Mayor



(SEAL)


Attest: Jimmy Baldree, City Clerk

**YOU
BELONG
HERE**

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN CONNECTION WITH THE 2024 Transportation Alternatives – Arrow Drive Pedestrian Path Lighting Improvements – Federal Aid Project No. STP-7357-00-(002)LPA /109587-701000.

WHEREAS, the City of Clinton will be using Federal funds for provision of Construction, Engineering and Inspection (CE&I) for the above referenced project; and

WHEREAS, use of such funds require that the City of Clinton provide as part of the CE&I Services Contract a certified copy of a resolution which authorizes and designates an authorized representative to execute the CE&I Service Contract and to act as the authorized representative on behalf of the City of Clinton for the project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF CLINTON BOARD OF ALDERMEN:

We hereby authorize the Mayor to execute the necessary CE&I Service Contract and to sign documents on behalf of the City of Clinton.

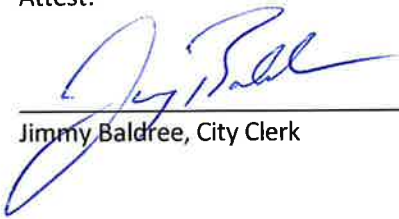
Alderman Wilbanks moved and Alderman Oliver seconded the adoption of the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

	Yea	Nay
Karen Godfrey	<u>Yea</u>	<u> </u>
Jim Martin	<u>Yea</u>	<u> </u>
Robert Chapman	<u>Yea</u>	<u> </u>
Chip Wilbanks	<u>Yea</u>	<u> </u>
Beverly Oliver	<u>Yea</u>	<u> </u>
James Lott <u>Absent</u>	<u> </u>	<u> </u>
Ricki Garrett	<u>Yea</u>	<u> </u>

This motion to adopt the resolution, having received the vote shown above, was declared carried:

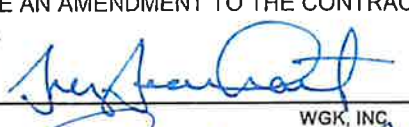

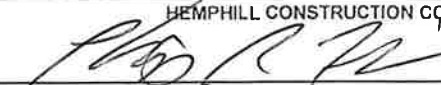
This 19 day of November 2024

Signed: 
Philip R. Fisher, Mayor

Attest:

Jimmy Baldree, City Clerk



CONTRACT CHANGE ORDER FORM

OWNER:	City of Clinton, MS	CHANGE ORDER NO.	1 (FINAL)		
PROJECT NAME:	LOVETT WWTG UPGRADES				
ENGINEER:	WGK, INC.	WGK #	2020-501-01		
CONTRACTOR:	HEMPHILL CONSTRUCTION CO. INC.				
CHANGE ORDER DATE:	September 4, 2024	CONTRACT DATE:	January 10, 2023		
REASON FOR CHANGE:	SUMMARY CHANGE ORDER ADDRESSING ELECTRICAL MODIFICATIONS, ADDITIONAL EROSION CONTROL AND TIME EXTENSION FOR SUPPLY CHAIN DELAYS				
YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF DESIRED.)					
ITEM NO.	DESCRIPTION OF CHANGE(S)	EST QTY	ITEM UNIT	UNIT PRICE	TOTAL COST CHANGE
	See Attachment				\$ 5,887.21
TOTAL CONTRACT CHANGE				\$	5,887.21
				CONTRACT AMOUNT	
ORIGINAL CONTRACT AMOUNT: As Bid				\$	4,972,358.00
CURRENT CONTRACT AMOUNT:				\$	4,972,358.00
THIS CONTRACT CHANGE:				\$	5,887.21
REVISED CONTRACT AMOUNT:				\$	4,978,245.21
CURRENT CONTRACT COMPLETION DATE:				July 11, 2024	
TIME EXTENSION REQUIRED BY CHANGE:				42	
REVISED CONTRACT COMPLETION DATE:				August 22, 2024	
THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.					
RECOMMENDED BY:	 WGK, INC.		9/11/2024 DATE		
ACCEPTED BY:	 HEMPHILL CONSTRUCTION CO. INC.		9/13/2024 DATE		
APPROVED BY:	 City of Clinton, MS		10/20/2024 DATE		

CONSTRUCTION *ENGINEERING* & INSPECTION SERVICES CONTRACT

***Arrow Drive Pedestrian Path Lighting Improvements
STP-7357-00(002)LPA /109587-701000
Clinton, Hinds County, Mississippi***

THIS CONTRACT, is made and entered into by and between the *City of Clinton, Mississippi*, a body Politic of the State of Mississippi (the "LPA"), and, *WGK, Inc. Engineers & Surveyors*(the "CONSULTANT"), a *Corporation*, duly registered to do business in the State of Mississippi, whose address for mailing is *204 West Leake Street, Clinton, MS 39056*, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction *Engineering* services for *Arrow Drive Pedestrian Path Lighting Improvements*, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform *Engineering* services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

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

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all *Engineering* services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and those MDOT and LPA standards specified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

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

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

ARTICLE II. SCOPE OF WORK

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

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction **Engineering** services of the CONSULTANT under this contract shall start no earlier than the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA**, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction **Engineering** services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

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

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim,

demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

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

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

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

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

C. Record Retention

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

D. Retainage

The LPA shall retain the final 5% of the CONSULTANT'S CONTRACT amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

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

ARTICLE VIII. REVIEW OF WORK

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

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

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

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

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

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

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

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

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

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

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

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

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

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or the CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed

above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

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

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

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

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

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

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

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

ARTICLE XIII. MODIFICATION

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

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

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

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

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

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

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

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

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

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

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

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

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

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

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

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

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of

this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

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

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

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in **Hinds** County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in **Hinds**, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

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

ARTICLE XX. SEVERABILITY

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

ARTICLE XXI. ENTIRE AGREEMENT

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

ARTICLE XXII. CONFLICT OF INTEREST

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

performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

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

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

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

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all

documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:

Philip R. Fisher, Mayor
City of Clinton, MS
300 Jefferson St
Clinton, MS 39056
Phone: 601-925-6103
pfisher@clintonms.org

For Technical Matters:

Phillip Lilley, Public Works Director
City of Clinton, MS
525 Springridge Rd
Clinton, MS 39056
Phone: 601-924-2239
plilley@clintonms.org

CONSULTANT:

For Contractual Matters:

Bill Owen, P.E.
WGK, Inc.
204 West Leake St
Clinton, MS 39056
Phone: 601-925-4444
bowen@wgkengineers.com

For Technical Matters:

Bill Owen, P.E.
WGK, Inc.
204 West Leake St
Clinton, MS 39056
Phone: 601-925-4444
bowen@wgkengineers.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. #11413
Surveyor # _____
Or
Architect's # _____

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.#11413
Surveyor # _____
Or
Architect's # _____

ARTICLE XXVI. AUTHORIZATION

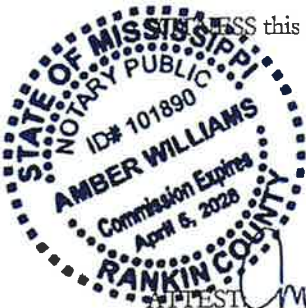
Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of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

WITNESS this my signature in execution hereof, this the 20 day of November, 2021.

City of Clinton, MS

Philip R. Fisher
Philip R. Fisher, Mayor

WITNESS this my signature in execution hereof, this the 10th day of Sep, 2021



WGK, Inc. Engineers & Surveyors

BY: *Bill Owen*
Bill Owen, P.E.

Amber Williams
WITNESS
(for CONSULTANT)

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

**AGREEMENT
FOR
MASTER PROFESSIONAL SERVICES AGREEMENT**

OWNER: CITY OF CLINTON, MS
Address: 300 Jefferson St
Clinton, MS 39056
Administrative Contact: Crask Durr
Phone: 601.455.4009
Email: cdurr@clintonms.org

CONSULTANT: COMPLIANCE ENVIROSYSTEMS, LLC
Address: 1401 Seaboard Drive
Baton Rouge, LA 70810
Administrative Contact: Brad Dutruch, CEO
Phone: 225.769.2933
Email: brad@ces-sses.com

PROJECT: Sanitary Sewer Evaluation Services

THIS AGREEMENT, is made effective this ____ day of _____, 2024, by and between OWNER and CONSULTANT, a limited liability company domiciled in the State of Louisiana.

WITNESSETH:

WHEREAS, the OWNER desires to employ the CONSULTANT to provide services related to the PROJECT; and

WHEREAS, the CONSULTANT is willing and able to provide services related to the PROJECT in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, the parties agree that the method of approach set forth in Attachment "A" is the basis for the services to be performed by the CONSULTANT under this Agreement.

NOW, THEREFORE, IT IS CONTRACTED, COVENANTED AND AGREED THAT:

ARTICLE 1 – CONSULTANT’S SERVICES

1. The CONSULTANT agrees to furnish the services identified and described in Attachments A and B, attached hereto and incorporated herein.
2. This Agreement shall commence once it has been executed by both parties and a Purchase Order issued by the OWNER.

ARTICLE 2 – COMPENSATION

1. The OWNER shall compensate the CONSULTANT for providing the services identified and described in Attachments A and B in accordance with the Fee Schedule set forth and attached to this agreement.
2. The CONSULTANT shall be paid in accordance with the Fee Schedule for any and all services performed in connection with the PROJECT. For those services that may arise from time to time that are not included in the Fee Schedule, the CONSULTANT shall work with the OWNER to negotiate a reasonable fee.

ARTICLE 3 – PAYMENT

Payment to the CONSULTANT, as described in Article 2, is to be made as follows:

1. Each month the CONSULTANT shall submit an invoice to the OWNER describing the services performed and expenses incurred by the CONSULTANT during the preceding month. OWNER shall review the CONSULTANT’s invoice within ten (10) business days of receipt and either recommend it for payment or return it to the CONSULTANT with comments.

2. The OWNER shall pay the CONSULTANT the amount set forth in the invoice within thirty (30) days from the date the OWNER receives the CONSULTANT'S invoice.
3. If the CONSULTANT does not receive payment of the entire amount set forth in the CONSULTANT'S invoice within ninety (90) days from the date the OWNER receives the invoice, the CONSULTANT may suspend services until payment of the entire amount of the outstanding invoice is received by the CONSULTANT.

ARTICLE 4 – GENERAL TERMS AND CONDITIONS

1. PROFESSIONAL STANDARDS. The CONSULTANT shall be responsible, to the level of care and skill ordinarily used by practicing professionals in the same type of work in the U.S.A., for the professional and technical soundness, accuracy and adequacy of all data, reports, recommendations and other services and materials furnished under this Agreement.
2. PROJECT PROGRESS. The CONSULTANT'S services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the PROJECT through completion.
3. CONTRACT TIME. The duration of this contract shall be for a period of 36 months, commencing on the date that this agreement is signed by OWNER. At the end of the contract time, the OWNER will retain the option of renewing the contract for an additional 36 months, if mutually agreeable by OWNER and CONSULTANT.
4. CONFIDENTIALITY. The CONSULTANT shall not disclose nor permit disclosure of any information designated by the OWNER as confidential, except to its employees and other consultants who need such information in order to properly execute the services of this Agreement.
5. ASSIGNMENTS. The CONSULTANT binds himself and his partners, administrators and assigns to the other party of this Agreement, and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. The CONSULTANT shall not assign his or their interest in this Agreement without the written consent of the OWNER.
6. INSURANCE. Before commencing the work and until completion, CONSULTANT shall obtain and maintain, at its expense, the following insurance coverages. All policies required below shall contain provisions to the effect that the insurer(s) waive all rights of subrogation against the OWNER and their officers, directors, partners, employees and other consultants and subcontractors of each and any of them.

6.1 WORKERS COMPENSATION

CONSULTANT shall carry Workers Compensation coverage as follows:

- | | |
|---------------------------|-------------|
| (1) Worker's Compensation | Statutory |
| (2) Employer's Liability | \$1,000,000 |
- (3) CONSULTANT'S policy shall contain a Blanket Waiver of Subrogation granting a waiver of subrogation in favor of those that require it in a written contract.

6.2 COMPREHENSIVE AUTOMOBILE LIABILITY

CONSULTANT'S policy shall include all owned (private and others), hired and non-owned vehicles. CONSULTANT'S policy shall contain a Blanket Additional Insured endorsement and Blanket Waiver of Subrogation endorsement that is applicable if required in a written contract.

- (1) Bodily Injury and Property Damage \$1,000,000 Combined Single Limit

6.3 COMMERCIAL GENERAL LIABILITY INCLUDING PREMISE/OPERATIONS; EXPLOSION, COLLAPSE AND UNDERGROUND PROPERTY DAMAGE, PRODUCTS/COMPLETED OPERATIONS, BROAD FORM CONTRACTUAL, INDEPENDENT CONTRACTORS, BROAD FORM PROPERTY DAMAGE AND PERSONAL INJURY LIABILITIES

- | | | |
|----------------------|-------------|------------------|
| (1) Bodily Injury: | \$1,000,000 | Each Occurrence |
| | \$2,000,000 | Annual Aggregate |
| (2) Property Damage: | \$1,000,000 | Each Occurrence |
| | \$2,000,000 | Annual Aggregate |
| (3) Personal Injury: | \$1,000,000 | Annual Aggregate |

CONSULTANT'S policy shall contain a Blanket Additional Insured and Blanket Waiver of Subrogation Endorsement as well as Primary Wording that is applicable if required in a written contract.

6.4 PROFESSIONAL LIABILITY

CONSULTANT carry's a professional liability policy with a \$1,000,000 limit for each Act, Error or Omission and has a \$1,000,000 Aggregate.

6.5 POLLUTION LIABILITY

CONSULTANT carry's a pollution liability policy with a \$2,000,000 limit for each Pollution condition and a \$4,000,000 aggregate.

6.6 UMBRELLA LIABILITY

CONSULTANT carry's an umbrella policy with a \$5,000,000 limit Each Occurrence Limit and \$5,000,000 Aggregate. Umbrella policy sits over CONSULTANT'S Auto Liability, General Liability and Employers Liability.

7. TERMINATIONFOR CONVENIENCE. Either party shall have the right to terminate this Agreement for any cause or for its own convenience, by providing a thirty (30) day written notice to the other party. In such event, OWNER shall pay CONSULTANT for that portion of the work actually performed plus any profits earned up to the date of termination. Notice of termination shall be given by the terminating party through certified mail, return receipt requested, to the office address of the other party listed on page 1 of this Agreement. The effective date of termination shall be thirty (30) days after date on which the notice of termination is received by the non-terminating party.
8. INDEMNIFICATION. To the fullest extent permitted by law, the CONSULTANT agrees to defend, indemnify and hold harmless the OWNER harmless from and against any liabilities, claims, damages and costs (including reasonable attorney's fees) caused solely by the negligence of the CONSULTANT in the performance of services under this Agreement.
9. DISPUTE RESOLUTION. The parties shall endeavor to resolve any disputes through informal negotiations between parties. If a dispute is not resolved within thirty (30) days from the date a party receives initial written notice of the dispute, the dispute shall be resolved by litigation in the _____(Name of Court).The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of _____ without regard to the application of any conflicts of law principles.

ARTICLE 5 – EXTENT OF AGREEMENT

This Agreement constitutes the entire understanding of and between the parties and supersedes any prior proposals, negotiations, representations, understandings, correspondence and agreements, either oral or written.

ARTICLE 6 – GOVERNING LAW

The terms of the Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by the laws of the State of _____.

ARTICLE 7 – MISCELLANEOUS PROVISIONS

1. NOTICES. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and sent, by electronic mail, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
2. SURVIVAL. All express representations, waivers, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.
3. SEVERABILITY. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CONSULTANT and OWNER, which 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.
4. WAIVER. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
5. AMENDMENT. This Agreement may be amended only by a written instrument signed by both CONSULTANT and OWNER.

Executed the _____ day of _____, 2024.

City of Clinton, MS

Signature: _____

Print Name: _____

Title: _____

WITNESSES:

BY: _____

Print Name: _____

BY: _____

Print Name: _____

Compliance EnviroSystems, LLC

Signature: _____

Print Name: Brad Dutruch

Title: CEO

WITNESSES:

BY: _____

Print Name: _____

BY: _____

Print Name: _____



915 Old Vicksburg Road, Clinton, MS, 39056

propane bottles inspected and paper work on hand at all times. If food is prepared in a fryer or on a griddle, vendor must have a commercial vent hood and an auto-extinguishing system installed. As previously stated under permitting requirements, vendor is responsible for acquiring a fire inspection by the city of Clinton Fire Marshall prior to operating. For fire inspection scheduling call 601-925-1010.

- Vendor shall follow all current international fire codes.

10. Disposal REGULATIONS

- Vendor is responsible for all trash and debris collected from food truck within 10 ft around designated area.
- Vendor is responsible for hauling off their own trash. Vendor may not place bags in or around park trash receptacles.
- Vendor shall have an appropriate grease, grey water and waste management plan in place as required by the Mississippi State Department of Health.
- Disposal of grease and other waste must be conducted in compliance with City regulations; dumping of grease into storm drains, sewers, or any other unauthorized location is strictly prohibited.
- Vendor is responsible for disposing of grease in designated grease traps or containers and must maintain records of proper disposal. Non-compliance may result in fines or termination of this Agreement.

11. FOOD TRUCK EMPLOYEES: Vendor employees not only represent your business, but the business of each truck in the park, as well as the City of Clinton. Employees are expected to act in a businesslike manner at all times. Smoking/vaping is NOT PERMITTED in any public area or on any city property.

12. UTILITIES: Vendor must have self-contained utilities and shall not use the City's utilities for food truck operation.

13. Marketing and Promotion Release: By signing this agreement, Vendors at the Food Park agree to allow the City of Clinton to use photos, logos, and operational information for promotional purposes on the city affiliated websites and social media outlets.

14. VIOLATIONS AND PENALTIES:

- All vendors must abide by all policies, rules and regulations outlined this agreement. Failure to abide by agreement may result in the following:
 - (a) A fine not exceeding \$50 for the first violation.
 - (b) A fine not exceeding \$100 for a second violation.
 - (c) A fine not exceeding \$200 for a third or more violation.
 - (d) Agreement Termination at the discretion of the City.

15. INDEMNIFICATION:

Vendor agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees



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from any and all claims, damages, losses, or expenses arising from the Vendor's operations on the Premises. Vendor is to keep the FOOD Truck and premises in good safe condition, and notify the city immediately of any unsafe or unsanitary conditions in the premise. The City of Clinton shall not be liable to vendor for any damages arising out of any actions or negligence on the part of any other Food Trucks, agents, employees, guests or invitees. Vendor agrees to pay the City of Clinton for any damages caused by the Vendor, Vendor's family, agents, employees, guests or invitees whether such damage is sustained by said whether such damage is sustained by said city of Clinton family, agents, employees, guests or invitees. The city of Clinton is not responsible for any food borne illness or mishandling of food by Vendor or the Vendor's employees.

16. TERMINATION

This Agreement may be terminated by either Party with thirty (30) days written notice. The City reserves the right to terminate this Agreement immediately in the event of any breach of terms by the Vendor.

17. ASSIGNMENT AND SUBLEASING

Vendor shall not assign or sublease any portion of the Premises without prior written consent from the City.

18. COMPLIANCE WITH LAWS

Vendor shall comply with all federal, state, and local laws, regulations, and ordinances related to the operation of the food truck.

19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

20. AMENDMENTS

Any amendments deemed necessary for addition to this agreement shall be amended only by a written document signed by both Parties.

21. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties and supersedes all prior negotiations, representations, or agreements.



915 Old Vicksburg Road, Clinton, MS, 39056

READ THIS AGREEMENT IN ITS ENTIRETY PRIOR SIGNING.

By signing below, vendor agrees to the terms and conditions as outlined in this agreement.

VENDOR:	CITY OF CLINTON:
Business/Food Truck name: <hr/>	Approval Signature <hr/>
Owner/Lessee Signature: <hr/>	Printed name: <hr/>
Owner/Lessee Name Printed: <hr/>	Title: <hr/>
Date: <hr/>	Date: <hr/>
Contact information:	Check one of the options below:
Address: <hr/>	<input type="checkbox"/> Day - lease: Scheduled dates: <hr/>
Phone: <hr/>	<input type="checkbox"/> 6-month lease: operating 5-7 days per week
Email: <hr/>	FOOD PARK SPOT # ASSIGNED: <hr/>



Proposed Change Order No. 01A

TITLE: Proposed Change Order #01A

DATE: November 4, 2024

PROJECT: Clinton Parks - Phase 1
Traceway Parks & Towne Park

TO: Attn: Courtney Nunn - City of Clinton
300 Jefferson Street
Clinton, MS 39056

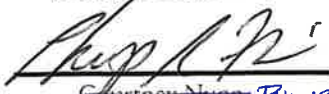
RE: Proposal for undercutting 5' of unsuitable soils that were found underneath the existing courts. Ladner Testing's report is attached with recommendation.

We request a time extension of 8 days from the date of approval for this change request.

Description		Amount
1	Wilkerson Trucking - Undercut 5' and replace 5' select fill	\$ 103,500.00
2	Mid State Construction - Added supervision for time extension.	\$ 2,500.00
3	Testing Allowance - Additional testing that will be required of added select fill.	\$ 5,000.00
4		
5		
Subtotal		\$ 111,000.00
	Builders Risk and General Liability Insurance 1.5%	\$ 1,665.00
	Contractor's Tax 3.50%	\$ 3,943.28
	Work by Contractor Markup 10%	\$ 11,660.83
		Adjustment \$ 0.90
		Total Cost \$ 128,270.00

Additional Notes:

ACCEPTED BY:


Courtney Nunn PHILIP R. FISHER
City of Clinton, MAYOR

11/12/24
Date

Jayden Morgan
Mid State Construction

Date