



**CITY OF CLINTON  
REGULAR MEETING OF THE MAYOR  
AND BOARD OF ALDERMEN  
TUESDAY, FEBRUARY 18, 2025 – 6:00 PM  
MUNICIPAL COURTROOM - 305 MONROE STREET**

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**WELCOME AND CALL TO ORDER** Mayor Phil Fisher

**INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG**

The Invocation was led by Alderwoman Oliver. The Pledge of Allegiance was led by Alderman Lott.

**ROLL CALL** City Clerk, Jimmy Baldree

Alderwoman Garret was absent. All other members were present.

**RECOGNITIONS**

Mayor Fisher gave an update on meeting with legislatures at the Capitol.

**APPROVAL OF CONSENT AGENDA ITEMS A – L WITH B REMOVED**

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

**APPROVAL OF CONSENT AGENDA ITEM B**

Upon **MOTION** made by Alderwoman Godfrey and **SECONDED** by Alderman Chapman 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**

Tara Lytal, Director of Main Street, updated the Board on recent activities at Main Street, including a historic overview of the Main Street Department, the recent hosting of the Mississippi Main Street Directors in Clinton, and upcoming events including Red Brick Roads and the Caterpillar Parade.



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**BOARD OF ALDERMAN DISCUSSION AND REPORTS**

There were no Board of Alderman items to be discussed.

**MAYOR'S DISCUSSION AND REPORTS**

**DISCUSSION/ACTION – APPOINTMENT OF APRIL FARRAR TO THE HISTORIC PRESERVATION COMMISSION AND THE ARCHITECTURAL REVIEW BOARD**

Upon presentation by Tara Lytal, Director of Main Street, **MOTION** made by Alderwoman Oliver and **SECONDED** by Alderman Chapman the Board approved the appointment of April Farrar to the Historic Preservation Commission and the Architectural Review Board. **MOTION CARRIED UNANIMOUSLY**

**DISCUSSION/ACTION – APPROVE APPOINTMENT OF VERA WATSON AS A MEMBER OF THE CITY OF CLINTON ELECTION COMMISSION**

Upon presentation by Jimmy Baldree, City Clerk, **MOTION** made by Alderwoman Godfrey and **SECONDED** by Alderwoman Oliver the Board tabled this item until the March 4, 2025 Board Meeting. **MOTION CARRIED UNANIMOUSLY**

**DISCUSSION/ACTION – ASKING APPROVAL TO SURPLUS A 2002 FORD 150 THAT HAS SEEN END OF LIFE. THIS VEHICLE WAS PASSED DOWN FROM PARK AND REC AND HAS BEEN USED BY THE MAIN STREET/VISITOR CENTER PART-TIME EMPLOYEE**

Upon presentation by Jimmy Baldree, City Clerk, **MOTION** made by Alderman Wilbanks and **SECONDED** by Alderman Chapman the Board approved to surplus a 2002 Ford 150. **MOTION CARRIED UNANIMOUSLY**

**DISCUSSION/ACTION – APPROVAL FOR THE POLICE DEPARTMENT TO ENTER INTO A 1 YEAR CONTRACT WITH INSIGHT LPR FOR THE PURPOSE OF LEASING 17 LANES OF TRAFFIC FOR THE QUOTED AMOUNT OF \$41,000**

Upon presentation by Ford Hayman, Chief of Police, **MOTION** made by Alderman Wilbanks and **SECONDED** by Alderman Martin the Board approved for the Police Department to enter



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into a 1-year contract with Insight LPR for leasing 17 lanes of traffic for the quoted amount of \$41,000. **MOTION CARRIED UNANIMOUSLY**

**DISCUSSION/ACTION – APPROVAL FOR THE CLINTON POLICE DEPARTMENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH INSIGHT LPR, LLC FOR THE PURPOSE OF SHARING, ACCESSING “LPR DETECTION DATA” AND/OR “HOTLIST” DATA IN ACCORDANCE OF OUR ALPR TECHNOLOGY**

Upon presentation by Ford Hayman, Chief of Police, **MOTION** made by Alderman Lott and **SECONDED** by Alderwoman Oliver the Board approved for the Clinton Police Department to entering into a Memorandum of Understanding (MOU) with Insight LPR, LLC for the purpose of sharing, accessing “LPR Detection Data” and/or “Hotlist” Data in accordance of our ALPR Technology. **MOTION CARRIED UNANIMOUSLY**

**DISCUSSION/ACTION – APPROVAL FOR THE CLINTON POLICE DEPARTMENT TO ACCEPT AS CITY PROPERTY AND SELL A 2018 F350, DECLARED PROPERTY OF THE CITY OF CLINTON BY COURT ORDER, AT PUBLIC AUCTION IN ACCORDANCE WITH MS CODE 17-25-25**

Upon presentation by Ford Hayman, Chief of Police, **MOTION** made by Alderman Chapman and **SECONDED** by Alderwoman Godfrey the Board approved for the Clinton Police Department to accept as City Property and sell a 2018 F350, declared property of the City of Clinton by Court Order, at Public Auction in accordance with MS Code 17-25-25. **MOTION CARRIED UNANIMOUSLY**

**DISCUSSION/ACTION – APPROVAL FOR THE CLINTON POLICE DEPARTMENT TO ENTER INTO A 12-MONTH CONTRACT WITH METRO MECHANICAL BUILDING SERVICES FOR 4 QUARTERLY SERVICE APPOINTMENTS RELATED TO CPD’S HV AC SYSTEMS FOR THE QUOTED PRICE OF \$3,568.00**

Upon presentation by Ford Hayman, Chief of Police, **MOTION** made by Alderwoman Godfrey and **SECONDED** by Alderman Chapman the Board approved for the Clinton Police Department to enter into a 12-month Contract with Metro Mechanical Building Services for 4 Quarterly Service Appointments related to CPD’s HV AC Systems for the quoted price of \$3,568.00. **MOTION CARRIED UNANIMOUSLY**



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**DISCUSSION/ACTION – APPROVAL TO FIX THE ROOF OF STATION 3 ON  
NORTHSIDE DR AND REPLACEMENT OF GUTTERS. TWO QUOTES ATTACHED  
FOR CONSIDERATION**

Upon presentation by Jeff Blackledge, Fire Chief, **MOTION** made by Alderwoman Oliver and **SECONDED** by Alderman Wilbanks the Board approved to fix the Roof of Station 3 on Northside Dr and replacement of gutters. **MOTION CARRIED UNANIMOUSLY**

**DISCUSSION/ACTION – APPROVE \$27,191.00 TO WGK FOR DESIGN PHASE  
SERVICES IN DETERMINING THE NEEDS OF RECONSTRUCTING SOCCER  
FIELDS 10 & 11 AT TRACEWAY PARK**

Upon presentation by Courtney Nunn, Director of Parks & Recreation, **MOTION** made by Alderman Wilbanks and **SECONDED** by Alderman Chapman the Board approved \$27,191.00 to WGK for Design Phase Services in determining the needs of reconstructing Soccer Fields 10 & 11 at Traceway Park. **MOTION CARRIED UNANIMOUSLY**

**DISCUSSION/ACTION – APPROVAL TO ACCEPT A DONATION IN THE AMOUNT  
OF \$57,000 FROM PATH COMPANY TO BE PUT TOWARDS NEW BASEBALL  
SCOREBOARDS A TRACEWAY PARK**

Upon presentation by Courtney Nunn, Director of Parks & Recreation, **MOTION** made by Alderwoman Oliver and **SECONDED** by Alderman Chapman the Board approved to accept a Donation in the amount of \$57,000 from Path Company to be put towards new baseball scoreboards at Traceway Park. **MOTION CARRIED UNANIMOUSLY**

**DISCUSSION/ACTION – APPROVAL FOR THE MAYOR TO REQUEST ACTIVATION  
FOR THE RECENTLY AWARDED FEDERAL TRANSPORTATION ALTERNATIVE  
(TA) PROJECT TO CONSTRUCT A SIDEWALK ALONG A PORTION OF COLLEGE  
STREET; ADDITIONALLY AUTHORIZE THE MAYOR TO EXECUTE ALL  
DOCUMENTS ASSOCIATED WITH THE PROPOSED PROJECT IMPROVEMENTS**

Upon presentation by Bill Owen, P.E. Consulting City Engineer, **MOTION** made by Alderman Wilbanks and **SECONDED** by Alderman Martin the Board approved for the Mayor to request activation for the recently awarded Federal Transportation Alternative (TA) Project to construct a sidewalk along a portion of College Street and for the Mayor to execute all documents associated with the proposed project improvements. **MOTION CARRIED UNANIMOUSLY**





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**DISCUSSION/ACTION – CONSIDERATION AND APPROVAL OF THE PROFESSIONAL SERVICES AGREEMENT WITH WGK, INC. FOR THE PRELIMINARY ENGINEERING SERVICES REQUIRED FOR THE RECENTLY AWARDED FEDERAL TRANSPORTATION ALTERNATIVE (TA) PROJECT TO CONSTRUCT A SIDEWALK ALONG A PORTION OF COLLEGE STREET**

Upon presentation by Bill Owen, P.E. Consulting City Engineer, **MOTION** made by Alderwoman Godfrey and **SECONDED** by Alderman Chapman the Board approved the Professional Services Agreement with WGK, Inc. for the preliminary engineering services required for the recently awarded Federal Transportation Alternative (TA) Project to construct a sidewalk along a portion of College Street. **MOTION CARRIED UNANIMOUSLY**

**DISCUSSION/ACTION – APPROVAL OF RESOLUTION CONCERNING THE CONSTRUCTION ENGINEERING AND INSPECTION (CE&I) CONTRACT FOR STP-7357-00(002)LPA/109587-701000, OVERLAY OF SPRINGRIDGE ROAD AND CLINTON BOULEVARD**

Upon presentation by Bill Owen, P.E. Consulting City Engineer, **MOTION** made by Alderman Wilbanks and **SECONDED** by Alderman Chapman the Board approved a Resolution concerning the Construction Engineering and Inspection (CE&I) Contract for STP-7357-00(002)LPA/109587-701000, Overlay of Springridge Road and Clinton Boulevard. **MOTION CARRIED UNANIMOUSLY**

**DISCUSSION/ACTION – APPROVAL, UPON RECEIPT OF CONCURRENCE FROM THE MDOT, TO ADVERTISE FOR BIDS FOR THE 2024 STBG PAVEMENT IMPROVEMENTS STP-0049-00(022)LPA/109650-701000**

Upon presentation by Bill Owen, P.E. Consulting City Engineer, **MOTION** made by Alderman Wilbanks and **SECONDED** by Alderman Chapman the Board approved, upon receipt of concurrence from MDOT, to advertise for bids for the 2024 STBG Pavement Improvements STP-0049-00(022)LPA/109650-701000.. **MOTION CARRIED UNANIMOUSLY**

**EMPLOYMENT ITEMS**



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**MOTION** made by Alderman Chapman and **SECONDED** by Alderman Wilbanks the Board approved hiring, contingent on the successful completion of the hiring process, Shenese Clark Trussell as Deputy Court Clerk for Court Services, and Robert Pettigrew as a Concrete Superintendent for the Public Works Department. **MOTION CARRIED UNANIMOUSLY**

**MOTION** made by Alderman Lott and **SECONDED** by Alderwoman Godfrey the Board approved entering into a Closed Session at 6:40 pm. **MOTION CARRIED UNANIMOUSLY**

**MOTION** made by Alderman Lott and **SECONDED** by Alderwoman Oliver the Board approved entering into an Executive Session at 6:42 pm. **MOTION CARRIED UNANIMOUSLY**

**MOTION** made by Alderwoman Godfrey and **SECONDED** by Alderwoman Oliver the Board approved the termination of Calvin Triplett, due to timeliness, harassment, and failure to perform job duties as requested, from the Parks & Recreation Department. **MOTION CARRIED UNANIMOUSLY**

**MOTION** made by Alderwoman Oliver and **SECONDED** by Alderman Wilbanks the Board approved the contracting with Brad Davis to provide professional services related to Economic Development items. **MOTION CARRIED UNANIMOUSLY**

**MOTION** made by Alderman Chapman and **SECONDED** by Alderman Lott the Board approved exiting out the Closed and Executive Sessions at 7:03 pm. **MOTION CARRIED UNANIMOUSLY**



Task Order No. 2024-010-22 Traceway Park – Soccer Fields 10 & 11

Under General Services Agreement between WGK (Engineer) and City of Clinton, MS (Owner)

Scope: Design Phase services as requested and directed by Owner, consistent with the attached Statement of Work

Schedule: In accordance with the project requirements and consistent with the reasonable directives received from the Owner

Budget: Professional services to be provided for a lump sum of \$27,191.00

Date: Effective date of this Task Order shall be \_\_\_\_\_.

Proposed: \_\_\_\_\_  
Bill Owen, P.E.

Date: February 7, 2025

Accepted:   
Philip R. Fisher, Mayor

Date: 2/21/2025



Statement of Work

The services to be provided will include a geotechnical investigation/recommendation, grid survey of Fields 10 & 11 to supplement drone survey, design plans, estimated construction costs, bidding documents and assistance in receipt of bids required to rehabilitate/regrade and install new irrigation system for soccer fields 10 and 11 at Traceway Park.

Subconsultants to be used (costs included)

- Burns Cooley Dennis – Geotechnical
- WAS Design – Irrigation

The total costs associated with this Task Order will be **\$27,191.00.**

The services for this work will be provided as per the General Services Agreement and Amendment as approved for FY 2025 and subsequent agreements should same be entered into prior to the completion of this work.





This is an AGREEMENT, effective as of \_\_\_\_\_ (effective date) by and between **City of Clinton, MS** (hereafter called *Owner*) and WGK, Inc. (hereafter called *WGK*). The *Owner* hereby retains *WGK* for certain Professional Services, described as **College Street Sidewalk Improvements**, (hereafter called *Project*) The *Owner* and *WGK* also hereby acknowledge the attachment of the items listed herein below, and agree that all such documents shall be incorporated into this AGREEMENT by reference:

- ☒ The OWNER's responsibilities, incorporated herein as Exhibit A
- ☒ The Scope of Professional Services, incorporated herein as Exhibit B
- ☒ The Compensation Schedule, incorporated herein as Exhibit C

The OWNER's official designated representative for this Project shall be: **Philip R. Fisher, Mayor**. WGK's official designated representative for this Project shall be: **Bill Owen, P.E., MS #11413**. The WGK Project Number shall be: **2025-010-06**

The OWNER hereby employs WGK to perform the Professional Services described herein; WGK agrees to provide the Services prescribed herein, and the OWNER agrees to compensate WGK for the Services rendered under this AGREEMENT. The OWNER and WGK further agree to the following general terms and conditions:

### 1. Basic Agreement

- A. WGK shall provide, or cause to be provided, the Services set forth in this AGREEMENT, and OWNER shall compensate WGK for such Services as set forth in this AGREEMENT.

### 2. Controlling Law

- A. The laws of the State of Mississippi shall govern the validity, interpretation and performance of the terms set forth in this AGREEMENT. This AGREEMENT is made between the OWNER and WGK, and it is agreed that this AGREEMENT constitutes the entire AGREEMENT, superseding any prior negotiations, correspondence or agreements, either oral or written.
- B. If any provision contained in this AGREEMENT is held illegal, invalid or unenforceable, for any reason, the remaining provisions shall remain unimpaired.
- C. Neither party to this AGREEMENT shall assign this AGREEMENT or any portion thereof, without the written consent of the other party.
- D. This AGREEMENT, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

### 3. Owner's General Responsibilities

- A. The person designated by the OWNER above shall be the official contact responsible for the Services to be rendered under this AGREEMENT, and shall be authorized to act with authority on its behalf in respect to all aspects of the Services provided or performed

pursuant to this AGREEMENT. The OWNER's representative shall examine and promptly respond to WGK's inquiries and submissions, and shall give prompt written notice to WGK whenever he observes or otherwise becomes aware of any defect in the Services or Project.

- B. The OWNER shall provide WGK free, safe and timely access to any premises necessary for WGK to perform the Services to be rendered under this AGREEMENT. OWNER shall also notify any and all possessors of the Project site that the OWNER has granted WGK access to the Project site.
- C. The OWNER will furnish to WGK information identifying the type and location of underground improvements. WGK (or its authorized subconsultant) will prepare a plan that shows the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. The OWNER will approve of the locations of subsurface penetrations prior to their being made. The OWNER agrees, to the fullest extent permitted by law, to waive all claims and causes of action against WGK and anyone for whom WGK may be legally liable, for damages to underground improvements that result from subsurface penetration locations incorrectly depicted, undisclosed or unknown to WGK.
- D. The OWNER shall promptly report to WGK any defects or suspected defects in WGK's Services of which the OWNER becomes aware, so that



WGK may take measures to minimize the consequences of such a defect. The OWNER further agrees to impose a similar notification requirement on all contractors in its OWNER/Contractor contract and shall require all subcontracts at any level to maintain a like requirement. Failure by OWNER and OWNER'S contractors or subcontractors to notify WGK shall relieve WGK of the costs to remedy the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

- E. When the OWNER is a public body, such OWNER shall cause this AGREEMENT to be approved by the governing board, executed by the executive officers, and duly recorded in the official minutes of the body, and such OWNER shall provide WGK a certified copy of said minutes as evidence that the AGREEMENT has been properly recorded. When the OWNER is a private entity, such entity shall cause this AGREEMENT to be approved by the governing board when appropriate, executed by the executive officers, and duly recorded in the records of the entity, and such OWNER shall provide WGK a certified copy of a corporate resolution as evidence that the AGREEMENT has been properly recorded.

#### 4. Scope of Professional Services

- A. The person designated by WGK above shall be the official contact in responsible charge of the Services to be rendered under this AGREEMENT, and shall be authorized to act with authority on its behalf in respect to all aspects of the Services provided or performed pursuant to this AGREEMENT.
- B. The Scope of Professional Services, hereafter Services, set forth in this AGREEMENT is based on facts known at the time of execution of this AGREEMENT, including, if applicable, information supplied by the OWNER. In the event the Scope is well defined, such scope will be set forth in some detail on an attachment to this AGREEMENT. For other projects involving conceptual planning, preliminary engineering, or project development Services, the Scope may not be fully definable during the initial phases of the Project. As the Project progresses, facts discovered may indicate that the Scope must be redefined. Changes in Scope may warrant additional Services which are not a part of the agreed upon compensation. Such

additional Services shall be paid for by the OWNER in accordance with WGK's prevailing hourly billing rate schedule, as shown on Exhibit C.

- C. The commitments set forth in this AGREEMENT are based on the expectation that all of the Services described in this AGREEMENT will be performed and provided as set forth herein. In the event OWNER reduces the Services to be performed by WGK, OWNER agrees to release, hold harmless, defend and indemnify WGK from any and all claims, damages, losses or costs associated with or arising out of any reduction in Services.
- D. It is acknowledged by both parties that the Scope of Services does not include any Services related to any lead, asbestos, or hazardous or toxic materials. In the event WGK or any other party knowingly encounters lead, asbestos, or hazardous or toxic materials at the project site, or should it become known in any way that such materials may be present at the project site or any adjacent areas that may affect the performance of the Services, WGK may, at its own option and without liability for consequential or any other damages, suspend performance of Services on the Project until the OWNER retains appropriate special consultant(s) or contractor(s) to identify, abate and/or remove the lead, asbestos, or hazardous or toxic materials, warrants that the project site is in full compliance with applicable laws and regulations, and authorizes WGK to resume work on the project site.

#### 5. Additional Services

- A. If authorized by OWNER, or if required because of changes in the Project, WGK shall furnish Services in addition to those set forth above.
- B. OWNER shall pay WGK for such additional Services as follows: For additional Services of WGK's employees engaged directly on the Project, an amount equal to the cumulative hours charged to the Project by each class of WGK employee's, times the standard hourly billing rates for each applicable billing class; plus reimbursable expenses and WGK's sub-consultant's charges, if any.
- C. Additional costs and time shall be as shown on Exhibit D.

#### 6. Period of Service



- A. The term of this AGREEMENT shall commence upon the effective date specified above, and it shall terminate within 30 days of completion of the Project, unless the term is formally extended or terminated by separate written amendment.

#### 7. Payment Procedures

- A. WGK will prepare a monthly invoice in accordance with WGK's standard invoicing practices and submit the invoice to OWNER.
- B. Invoices are due and payable within 30 days of receipt by the OWNER. If OWNER fails to make any payment due WGK for Services and expenses within 30 days after receipt of WGK's invoice, the amounts due WGK will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30<sup>th</sup> day. In addition, WGK may, without liability, after giving seven days written notice to OWNER, suspend Services under this AGREEMENT until WGK has been paid in full all amounts due for Services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. WGK's total compensation shall be made on the lump-sum amount basis, on an hourly-reimbursable basis, or on a cost plus-fixed-fee basis, as specified herein, plus reimbursable expenses.
- D. WGK shall receive payment for reimbursable expenses incurred during the course of performing the Services described herein. Reimbursable expenses shall include, but not be limited to, the costs of travel, lodging, mileage, meals, postage, photocopy, printing and testing, and the cost of any sub-consultants or subcontract services required for performance of the Services.
- E. WGK's total compensation set forth herein is conditioned on the completion of the Services specified herein within an established number of months of the effective date of this AGREEMENT. Should the time to complete this project be extended beyond this period due to circumstances beyond WGK's control, the total compensation to WGK shall be adjusted upward accordingly by amendment of this AGREEMENT.

#### 8. Standard of Care

- A. The standard of care for all professional engineering and related services performed or

furnished by WGK under this AGREEMENT will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this AGREEMENT or otherwise, in connection with any services performed or furnished by WGK..

- B. OWNER shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. WGK shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in OWNER-furnished information.
- C. WGK's Subcontractors and Subconsultants: WGK may retain such WGK's Subcontractors and Subconsultants as WGK deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by OWNER.
- D. Subject to the standard of care set forth in Paragraph 8.A, WGK may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

#### 9. Successors, Assigns, and Beneficiaries

- A. Neither OWNER nor WGK may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT.
- B. Nothing contained in this AGREEMENT shall create a contractual relationship with, or a cause of action in favor of a third party against either the OWNER or WGK. The Services rendered under this AGREEMENT are being performed solely for the OWNER's benefit, and no other entity, including the OWNER's agents, shall have any claim against WGK because of this AGREEMENT or the performance or non-performance of Services provided hereunder.



## 10. Ownership and Use of Documents

A. All Documents are instruments of service, and WGK owns the Documents, including all associated copyrights and the right of reuse at the discretion of the WGK. WGK shall continue to own the Documents and all associated rights whether or not the Project is completed.

1. OWNER may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.

2. WGK grants OWNER a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the OWNER, subject to receipt by WGK of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

a. OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by WGK, or for use or reuse by OWNER or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by WGK;

b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by WGK, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to WGK or to its officers, directors, members, partners, agents, employees, and Subconsultants;

c. OWNER shall indemnify and hold harmless WGK and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by WGK; and

d. such limited license to OWNER shall not create any rights in third parties.

## 11. Certifications, Guarantees and Warranties

A. WGK shall not be required to sign any documents, no matter by whom requested, that would result in WGK's having to certify, guarantee or warrant the quality of Services or the existence of conditions not easily ascertained by WGK. OWNER also agrees that payment of any amount due and owing to WGK shall not in any way be considered contingent upon WGK's signing of any such certification(s).

B. The OWNER acknowledges and understands that the documents prepared by WGK may represent imperfect data and may contain errors, omissions, conflicts, inconsistencies, code violations and improper use of materials. Such deficiencies will be corrected when identified. The OWNER agrees to carefully study and compare the individual contract documents and report at once in writing to WGK any deficiencies the OWNER may discover. The OWNER further agrees to require each contractor and subcontractor to likewise study the documents and report at once any deficiencies discovered.

C. The OWNER shall resolve all reported deficiencies in the documents with WGK prior to awarding any contracts or subcontracts, or starting any work. If WGK, without additional time or additional expense, cannot resolve any deficiencies, WGK shall so inform the OWNER in writing.

## 12. Cost Control and Contingency

A. Any opinion of probable cost, financial evaluations, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by WGK under this AGREEMENT will be made on the basis of WGK's experience, qualifications, and general familiarity with the construction industry. These items will be supplied for the general use and guidance of the OWNER only. Because WGK has no control over the cost of labor material, equipment, services furnished by others, over contractors methods of determining prices, private contract negotiations, competitive bidding or market conditions, WGK cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of





probable Construction Cost prepared by WGK. If the OWNER requires greater assurance as to probable Construction Cost, then the OWNER agrees to obtain an independent cost estimate.

- B. The services, of any, of Engineer with respect to Total Project Costs will be limited to assisting the OWNER in tabulating various categories that comprise Total Project Costs. WGK assumes no responsibility for the accuracy of any opinions of Total Project Costs.
- C. The OWNER and WGK agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by WGK and, therefore, that the final cost of the Project may exceed the estimated cost. The OWNER agrees to set aside a reserve in the amount of five percent of the Project costs as a contingency to be used as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against WGK or its sub-consultants with respect to any increased costs within the contingency because of such changes or because of any claims made relating to such changes.

### 13. Insurance

- A. WGK agrees to maintain statutory Workers' Compensation insurance coverage, comprehensive general liability coverage, automobile liability insurance coverage, and professional liability insurance coverage in appropriate amounts during the term of performance of this AGREEMENT.
- B. Prior to the commencement of the construction work, the OWNER shall require the Contractor and any Subcontractor to submit evidence that he (they) have obtained for the period of the construction contract and the guarantee period comprehensive general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the construction contract, and have a limit of not less than \$1,000,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$2,000,000 for damage arising out of bodily

injury, sickness and death of two or more persons in any one occurrence. The Property damage portion will provide for a limit of not less than \$1,000,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of the work under the Construction Contract and in any one occurrence including explosion, collapse and underground explosions. Included in such coverage will be contractual coverage sufficiently broad to insure the provision of the indemnity clause specified herein. The comprehensive general liability insurance will include as additional named insured's the following: the OWNER, WGK, and each of their officers, agents, employees and assigns.

- C. Before commencement of the work, the OWNER shall require that the contractor and any subcontractors submit written evidence that he (they) have obtained for the period of the Construction Contract, Builders Risk "All Risk" Completed Value Insurance Coverage (including earthquake and flood) upon the entire Project which is the subject of the Construction Contract. Such insurance shall include as additional named insured's the following: the OWNER, WGK, and each of their officers, agents, employees, assigns, and any other persons with an insurable interest as may be designated by the OWNER. Such insurance may have a deductible clause not to exceed \$5,000, except that the earthquake deductible may be in accordance with generally accepted insurance practices in the locale where the coverage is issued.

### 14. Electronic Transmittals

- A. To the fullest extent practical, OWNER and WGK agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format.
  - 1. WGK's costs directly attributable to changes in WGK's Electronic Documents obligations, after the effective date of this Agreement, necessitated by implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner





and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.

- C. When transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This AGREEMENT is not intended to create obligations for OWNER or WGK with respect to transmittals to or from third parties.

#### 15. Contractor Relations

- A. WGK shall not at any time supervise, direct, or have control over the services being provided or the work being performed by a contractor or any other party, nor shall WGK have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by any other party, for safety precautions and programs incident to another party's work progress, nor for any failure of any other party to comply with laws and regulations applicable to the other party's work.
- B. Neither the professional activities of WGK nor the presence of WGK or its employees or subconsultants at a project site, shall relieve any contractor of its obligations, duties or responsibilities to perform, superintend and coordinate the work in accordance with the intent of the contract documents, and with any health or safety precautions required by any regulatory agency. WGK and its employees or subconsultants have no authority to exercise any control over any contractor or its employees or any subcontractor in connection with their work or any health or safety programs or procedures.
- C. The OWNER agrees that its contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in OWNER's contract with its contractor.
- D. WGK neither guarantees the performance of any contractor nor assumes responsibility for

any contractor's failure to furnish and perform its work in accordance with the contract between OWNER and such contractor.

- E. WGK shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except WGK's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made on interpretations or clarifications of the construction contract given by OWNER without consultation and advice of WGK.

#### 16. Dispute Resolution and Termination

- A. In the event any controversy, dispute or disagreement arising out of or relating to this AGREEMENT, the breach thereof, or the subject matter thereof, the parties shall initially attempt to resolve the controversy, dispute or disagreement through non-binding mediation conducted by a mutually acceptable mediator within 90 days of written notice of any such controversy, dispute or disagreement. If the parties are unable to resolve any controversy, dispute or disagreement through non-binding mediation, the controversy, dispute or disagreement shall be resolved through binding arbitration. The arbitration hearing shall be conducted in the offices of WGK located in Clinton, Mississippi in accordance with an arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and shall be binding not only on all parties to the AGREEMENT, but on any other entity controlled by, in control of or under common control with the party to the extent that such affiliate joins in the arbitration. The judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties acknowledge that the arbitrator may award the prevailing party with its costs incurred as part of the arbitration proceeding, including the fees charged by the arbitrator and reasonable attorney fees. Unless otherwise assessed by the arbitrator, all other costs of the arbitration shall be equally divided and paid by the parties. In the event a party hereto fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit including



reasonable attorney fees for having to comply with this arbitration provision and defend or enforce the arbitration award or having to defend the arbitration agreement.

- B. Either the OWNER or WGK may terminate this AGREEMENT at any time with or without cause upon giving the other party seven (7) calendar day's prior written notice. The OWNER shall, within thirty (30) calendar days of termination, pay WGK for all Services rendered and all costs incurred up to the date of termination, plus the reasonable costs incurred in the suspension of the work, in accordance with the compensation provisions of this AGREEMENT and the standard hourly billing rates.

**17. Hold Harmless and Limitation of Liability**

- A. WGK agrees, to the fullest extent permitted by law, to indemnify and hold harmless OWNER from any damage, liability or cost, including reasonable attorney's fees and costs of defense, to the extent caused by WGK's negligent acts, errors or omissions, and those of his agents, or any party to whom WGK is legally liable, and arising from the Project that is subject to this AGREEMENT. Notwithstanding the preceding, such indemnification shall not apply in the event of the sol or gross negligence of the OWNER.
- B. The OWNER hereby agrees that WGK's total aggregate liability to the OWNER, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, the work authorized herein, or this AGREEMENT, from any cause or causes, including, but not limited to, WGK's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the amount of the net fees earned or the minimum amount that is allowed under the prevailing laws of the State of Mississippi under any AGREEMENT with a public entity.
- C. The OWNER and WGK recognize that a determination of the OWNER'S actual damages in the event of WGK's negligence, errors, omissions, breach of contract, or breach of warranty will be difficult to calculate and are not subject to being readily ascertained. In order to fairly compensate the OWNER for its actual damages in the event of WGK's negligence, errors, omissions, breach of contract, or breach of warranty, the OWNER

and WGK agree that the maximum amount that may be recovered by the OWNER from WGK shall be the amount of the net fees earned by WGK under the terms of this AGREEMENT. The OWNER and WGK agree that said amount shall constitute a bona fide liquidated damage provision intended to fully and completely compensate the OWNER for actual damages that are difficult to determine and are not readily ascertainable.

**18. Consequential Damages**

- A. Neither the Owner or WGK shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to the loss of use, loss of profits, loss of income, loss of reputation, unrealized savings, or diminution of property value and shall apply to any cause of action including negligence, strict liability breach of contract and breach of warranty.

**19. Force Majeure**

- A. The Owner and WGK will be free from any liability to one another for delays in delivery or failure to perform due to the failure, fault, or bankruptcy of a third party, acts of God, acts of default of carrier, acts of any governmental authority, suspension of any shipping facility, wars, riots, revolutions, acts of terrorism, strikes and other labor disputes, port congestion, fires, floods, perils of the sea, sabotage, nuclear incidents, earthquakes, storms, epidemics, or any other contingency of any similar nature beyond the control of either party. The foregoing will apply even though any of such causes exist as of the date of this Agreement or occurs after performance is delayed for other causes.
- B. If events beyond the control of OWNER or WGK including, but not limited to, those listed above, result in the delay to any schedule established in this AGREEMENT, such schedule shall be amended to the extent necessary to compensate for such delay.
- C. In the event such delay exceeds 60 calendar days, OWNER also agrees that WGK shall be entitled to an equitable upward adjustment in compensation for any additional costs incident to the delay.

**20. Total Agreement**



Engineering the way ahead...

## PROFESSIONAL SERVICES AGREEMENT

JANUARY 2024

A. This AGREEMENT (consisting of pages 1 to 13 inclusive together with any expressly incorporated exhibits and attachments), constitutes the entire AGREEMENT between the OWNER and WGK and supersedes all prior written or oral understandings. This AGREEMENT may only be amended,

supplemented, modified, or canceled by a duly executed written instrument.

B. The persons executing this AGREEMENT below hereby certify and warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT, on the day and year first above written.

WGK: WGK, INC.

(Signature)

Name: Bill Owen, P.E., MS #11413  
(Print)

ATTEST:

(Signature)

Name: Janet Holiday  
(Print)

WGK's address for giving formal notice is:  
204 West Leake Street  
Clinton, MS 39056

OWNER: City of Clinton, MS

(Signature)

Name: Philip R. Fisher, Mayor  
(Print)

ATTEST:

(Signature)

Name: Jimmy Baldree, City Clerk  
(Print)

OWNER's address for giving formal notice is:  
530 Brighton Park Drive  
Clinton, MS 39056



**This Exhibit A** is referred to in and is hereby considered a part of the Professional Services Agreement effective \_\_\_\_\_, between **City of Clinton, MS** (hereafter called **OWNER**) and WGK, Inc., (hereafter called **WGK**), for the provision of professional services described as **College Street Sidewalk Improvements**, (hereafter called **Project**). The Owner's responsibilities are described below as:

1. Provide the necessary support and assistance in a timely manner so as not to delay the services of WGK.
2. Provide WGK all criteria, design and construction standards and full information as to the OWNER's requirements for the Project.
3. Designate in writing a person authorized to act as the OWNER's representative. The OWNER or his representative shall receive and examine documents submitted by WGK, interpret and define the OWNER's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of WGK's services.
4. Furnish to WGK complete land deed records and title opinions for all lands on the Project site which shall include, but not be limited to, ownership, easements, rights-of-way, encroachments, zoning and deed restrictions.
5. Furnish existing soils data including but not limited to reports, test borings, test pits, probing, subsurface explorations, soil bearings values, percolation test, ground corrosion and resistivity test, all with appropriate professional interpretation.
6. Furnish existing laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this Project.
7. Provide legal, accounting, and insurance counseling services necessary for the Project, legal review of the Construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the Contractor.
8. Furnish permits and approvals from all governmental authorities having jurisdiction over this Project and from others as may be necessary for completion of the Project.
9. Furnish above services at the OWNER's expense and in such manner that WGK may rely upon them in the performance of his services under this Agreement.
10. Protect and preserve all survey stakes and markers placed at the Project site prior to the assumption of this responsibility by the Contractor and bear all cost of replacing stakes or markers damaged or removed during said time interval.
11. Guarantee full and free access for WGK to enter upon all property required for the performance of WGK's services under this Agreement.
12. Give prompt written notice to WGK whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect WGK's performance of services under this Agreement.
13. Compensate WGK for the services rendered under this Agreement in a timely manner.
14. Bear the costs of permits, legal advertisements, notices, approvals, and other direct expenses incident to completion of the Project.
15. Bear all costs incident to compliance with or performance of the requirements of this provision.



**This Exhibit B** is referred to in and is hereby considered a part of the Professional Services Agreement effective \_\_\_\_\_, between **City of Clinton, MS** (hereafter called **OWNER**) and WGK, Inc., (hereafter called **WGK**), for the provision of professional services described as **College Street Sidewalk Improvements**, (hereafter called **Project**). The responsibilities are described below as:

1. **Basic Services:** WGK agrees to perform the professional services specified herein, as required and as necessary for the successful prosecution of the Project, including normal civil engineering and land surveying services related to the planning, design and construction phases of the Project, as described in detail as follows:
  - A. Consult with the OWNER to ascertain the specific requirements of the Project, to review the scope of professional services to be rendered, and to discuss the scope of the intended construction contract.
  - B. Complete the detailed field survey data collection of the project area to obtain accurate points for use during the design.
  - C. Perform the detailed design for the Project in accordance with the design alternative selected by the OWNER.
  - D. Prepare detailed construction plans, specifications, and contract documents required for the PROJECT, and submit same to the OWNER and appropriate regulatory agencies for review and approval.
  - E. Prepare a final Opinion of Probable Construction Cost based on the final design.
  - F. Design the PROJECT in conformance with all applicable Federal, State and local standards for air or water pollution such that all required approvals, permits and certifications may be obtained.
  - G. Provide deductive alternatives, where feasible, so that should the lowest responsive bid for construction of the project exceeds the funds available, deductive alternatives can be taken to reduce the bid amount and allow budget flexibility.
  - H. Provide design of facilities to be used by the public such that access shall be available to the handicapped.
  - I. Prepare documents which include forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
  - J. Coordinate the performance of all required subsurface explorations on the project site.
  - K. Contract with a qualified geotechnical sub consultant to complete the subsurface explorations and prepare a geotechnical report for the project, if necessary.
  - L. Comply with all pertinent provisions of the regulations of the U.S. Department of Commerce issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, or national origin, where applicable.
  - M. Advise the OWNER regarding the need for other special services or consultants that may be needed by WGK to fulfill the requirements identified by the OWNER.
  - N. Assist the OWNER in securing final approvals of the Plans, Specifications and Contract Documents from the appropriate regulatory agencies, including any modifications to the documents and follow-up contacts as needed to secure such approvals.
2. **Design Phase Services:** Upon receipt of the written authorization of the OWNER to proceed with the Design Phase, if and where applicable, WGK shall:
  - A. Services required because of Owner's providing incomplete or incorrect Project Information to Engineer.
  - B. Services due to changes in the scope of the Project or its design including, but not limited to, changes in scope, complexity, schedule or character of construction, or services required resulting from significant delays, changes in prices of materials, or equipment and energy shortages. Revision of studies, reports, design documents, plans or specifications which have previously been approved by the OWNER, or when such revisions are due to causes beyond the control of WGK.
3. **Additional Services:** Upon receipt of the written authorization of the OWNER, WGK agrees to furnish or obtain from others additional professional services related to the Project, as set forth herein below and contained within this Agreement:
  - A. Services required because of Owner's providing incomplete or incorrect Project Information to Engineer.
  - B. Services due to changes in the scope of the Project or its design including, but not limited to, changes in scope, complexity, schedule or character of construction, or services required resulting from significant delays, changes in prices of materials, or equipment and energy shortages. Revision of studies, reports, design documents, plans or specifications which have previously been approved by the OWNER, or when such revisions are due to causes beyond the control of WGK.





- 
- C. Preparation of design documents for alternate bids or for out-of-sequence work requested by the OWNER.
  - D. Preparation of detailed renderings exhibits or scale models for the Project.
  - E. Provision of copies of reports, correspondence, submittal data, contract documents and specifications, and prints of construction plans.
  - F. Provision of design services relating to future facilities, systems and equipment which are intended to be constructed or operated as a part of the Project.
  - G. Provision of services as an expert witness for the OWNER in connection with litigation or other proceedings involving or relating to the Project.
  - H. Provision of other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER.



**This Exhibit C** is referred to in and is hereby considered a part of the Professional Services Agreement effective \_\_\_\_\_, between **City of Clinton, MS** (hereafter called **OWNER**) and WGK, Inc., (hereafter called **WGK**), for the provision of professional services described as **College Street Sidewalk Improvements**, (hereafter called **Project**). The engineering fee schedule is described below and in accordance with the terms and conditions of this Agreement, WGK shall provide professional services for which the OWNER shall compensate WGK as set forth herein below.

1. **Basic Engineering Services:** As defined in Scope of Professional Services attached to the Agreement, with compensation on the basis of lump sum amounts defined herein below.
2. **Design Phase Services:** As defined in Section 2 of the Scope of Professional Services on the basis of a lump sum of **fifty-six thousand seventy-eight dollars and no cents (\$56,078.00)**.
3. **Additional Services:** As defined in Section 3 of the Scope of Professional Services, with compensation on an hourly reimbursable basis plus direct reimbursable expenses as set forth herein below:

Additional professional services shall be provided on an hourly basis in accordance with the hourly billing rates set forth herein below. These hourly rates shall apply to the additional services rendered herein and shall be adjusted no less than annually following each calendar year.

DESCRIPTION	HOURLY RATE
Senior Principal	229
Principal	207
Project Engineer III	180
Project Engineer II	165
Project Engineer I	150
Engineer Intern II	130
Engineer Intern I	115
Graduate Engineer	105
Senior Engineering Assistant II	130
Senior Engineering Assistant I	115
Engineering Assistant II	100
Engineering Assistant I	75
Construction Review/Project Representative	85
Project Surveyor	125

Surveyor	97
Surveying Coordinator II	105
Surveying Coordinator I	75
Survey Crew Chief	100
Survey Crewman II	57
Survey Crewman I	48
Technician	68
Administrative Assistant I	60
Bookkeeper	85

- A. Cost of services of other professional consultants billed to WGK by the professional consultants for such services. These services shall include geotechnical, architectural, structural, mechanical and electrical consultants. These expenses shall be invoiced by WGK to the OWNER at cost.
4. **Reimbursable Expenses:** As defined herein below, shall be reimbursed to WGK at cost.
  - A. Reimbursable expenses are in addition to compensation to WGK for Additional Services and include expenditures made by WGK, his employees or his consultants in the interest of the Project. Reimbursable Expenses include, but are not limited to, those listed herein below.
  - B. Expense of transportation, mileage, subsistence, rentals and lodging when traveling in connection with the Project.
  - C. Expense of long distance or toll telephone calls, telegrams, messenger service, field office expenses and fees paid for securing approval of authorities having jurisdiction over the Project.
  - D. Expense of all reproduction, postage and handling of Plans, Specifications, Contract Documents, reports or other Project related work product of WGK.
  - E. Expense of computer time including charges for the use or purchase of special hardware or proprietary software programs incident to the Project.



5. **Payments to the Engineer:** Shall be made by the OWNER to WGK as specified herein below.

- A. Progress payments for all parts of this Contract shall be made in proportion to services rendered as indicated within this Agreement and shall be due and owing within thirty days of WGK's submittal of his monthly statement. Invoices for professional services rendered will be prepared in accordance with WGK's standard practices and will be submitted to the OWNER by WGK on a monthly basis. Past due amounts owed to WGK shall include an interest charge of one percent compounded monthly from the thirtieth day. Payments received from the OWNER will be credited first to any accrued interest, and then to the principal balance. In the event of a disputed or contested invoice, the OWNER may withhold only that portion in question and shall render payment for the agreed portion to WGK on a timely basis.
- B. For the **Design Phase Services**, as specified in Section 2 of the Scope of Professional Services payments shall be made monthly based on WGK's estimate of the percentage completion of the phase indicated herein below, which shall represent the following percentages of total lump sum compensation specified:

<u>Final Design Phase</u>	<u>100%</u>
<u>TOTAL OF LUMP SUM</u>	<u>100%</u>

- C. If the **OWNER** fails to make monthly payments due to WGK, WGK may, after giving seven (7) days written notice to the OWNER, suspend services under this Agreement.
- D. No deductions shall be made from WGK's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors.
- E. If the Project is delayed or if WGK's services for the Project are delayed or suspended for more than three months for reasons beyond WGK's control, WGK may, after giving seven (7) days written notice to the OWNER, terminate this Agreement and the OWNER shall compensate WGK in accordance with the termination provision contained hereafter in this Agreement, or WGK shall be entitled to an adjustment of the amounts and rates of compensation specified herein, in addition to consideration for the expenses incurred by WGK in the suspension and/or reactivation of his services.

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN CONNECTION WITH THE 2024 STBG Pavement Improvements – Overlay of Springridge Road: Woodchase Parkway to I-20; Overlay of Clinton Boulevard: East College Street to Shaw Road – Federal Aid Project No. STP-0049-00-(022)LPA /109650-701000.

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.

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

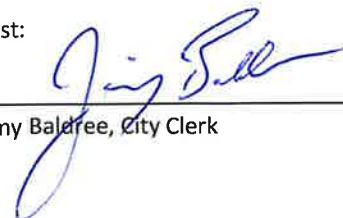
	Yea	Nay
Karen Godfrey	<u>AYE</u>	<u>                    </u>
Jim Martin	<u>AYE</u>	<u>                    </u>
Robert Chapman	<u>AYE</u>	<u>                    </u>
Chip Wilbanks	<u>AYE</u>	<u>                    </u>
Beverly Oliver	<u>AYE</u>	<u>                    </u>
James Lott	<u>AYE</u>	<u>   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

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

18 day of FEBRUARY 2025

Signed:   
Philip R. Fisher, Mayor

Attest:

  
Jimmy Baldree, City Clerk

Section 901 ADVERTISEMENT

City of Clinton, Hinds County, MISSISSIPPI

Federal Aid Project No. STP-0049-00(022) LPA/109650-701000

The City of Clinton, Hinds County, Mississippi, will receive bids for the milling, base repair, overlay and pavement markings for Federal Aid Project No. STP-0049-00(022) LPA/109650-701000 no later than 10:00 a.m., Local Time, \_\_\_\_\_, at the Office of the City Clerk of the City of Clinton located at Department of Finance and Administration, 530 Brighton Park Drive, Clinton, MS 39056. All bids so received will be publicly opened and read aloud.

The work shall consist essentially of the following items:

Milling, asphalt pavement repair, asphalt overlay, pavement markings, etc. for a portion of Springridge Road from I-20 Right-of-Way (Johnston Place Parkway) to Woodchase Park Drive and all other related items of work required to complete the project as shown and specified in the Contract Documents.

The above general outline of features of the work does not in any way limit the responsibility of the contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

The attention of bidders is directed to the Contract Provisions governing selection and employment of labor. Minimum wage rates for Federal-Aid projects have been predetermined by the Secretary of Labor and are subject to Public Law 87-581 Work Hours Act of 1962, as set forth in the Contract Provisions.

The City of Clinton of Hinds County hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, disability, religion or national origin in consideration for an award.

**The award of this contract will be contingent upon the Contractor satisfying the DBE requirements.**

Plans, contract documents and proposal forms are on file for public inspection in the office of the **City of Clinton Public Works Department, 525 Springridge Road, Clinton, MS 39056**, and in the office of the **Engineer, WGK, Inc., 204 W. Leaks St., Clinton, MS 39056 (601-925-4444)**. All documents required for bidding purposes, including specifications and plans, may be viewed for free at [www.wgkengineersprojects.com](http://www.wgkengineersprojects.com). Documents for bidding purposes may be downloaded for a non-refundable charge of \$75. Hard copies are also available for ordering online for a non-refundable fee. For questions regarding the website or online orders contact Plan House at 662-407-0193 or [admin@phbidding.com](mailto:admin@phbidding.com).

1. Clinton Public Works Department, 525 Springridge Road, Clinton, MS 39056
2. WGK Engineers & Surveyors, Inc., 204 West Leake St, Clinton, Mississippi 39056
3. [www.wgkengineersprojects.com](http://www.wgkengineersprojects.com)

**Bids for this work will be accepted only under the name of the Bidder to whom the Contract Documents and Addenda, if any, have been issued by the Engineer. Bids received by bidders to whom the Contract Documents were not issued by the Engineer will be returned unopened.**

Each bid shall be accompanied by a Cashier's check, Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Clinton, MS as bid security. The successful bidder will be required to furnish a Performance Bond and a Payment bond each in the amount of one hundred percent (100%) of the contract amount.



The proposal and contract documents in its entirety shall be submitted in a sealed envelope and deposited with the City Clerk, Department of Finance and Administration, 530 Brighton Park Drive, Clinton, MS 39056 prior to the hour and date above designated. **Bidders choosing to submit bids electronically are required to follow the links found at the [www.wgkengineersprojects.com](http://www.wgkengineersprojects.com) website.**

Work to be performed shall be in accordance with the "Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2017", together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

The attention of Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

CITY OF CLINTON

HINDS COUNTY, MISSISSIPPI

BY  \_\_\_\_\_

PHILIP R. FISHER, MAYOR  
CITY OF CLINTON, HINDS COUNTY

PUBLISH: (\_\_\_\_\_) and (\_\_\_\_\_)



**CITY OF CLINTON  
REGULAR MEETING OF THE MAYOR  
AND BOARD OF ALDERMEN  
TUESDAY, FEBRUARY 18, 2025 – 6:00 PM  
MUNICIPAL COURTROOM - 305 MONROE STREET**

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**OTHER BUSINESS**

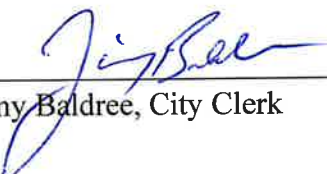
There was no other business.

**ADJOURN 7:04 PM**

**MOTION** made by Alderwoman Oliver and **SECONDED** by Alderman Wilbanks to adjourn until the next regular meeting of the Mayor and Board of Aldermen of the City of Clinton, Mississippi to be held March 4, 2025, at 6:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVED:   
Philip R. Fisher, Mayor

2/21/2025  
Date

ATTEST:   
Jimmy Baldree, City Clerk

2/21/2025  
Date

SEAL

