

CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, MARCH 20, 2007 – 7:00 P.M.
MUNICIPAL COURTROOM - 305 MONROE STREET

WELCOME AND CALL TO ORDER – Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderman Greer followed by the Pledge of Allegiance to the Flag led by Alderman Bishop.

ROLL CALL – City Clerk, Russell Wall

Present: Jehu Brabham – Alderman-at-Large
 Tony Hisaw – Alderman Ward 1
 Tony Greer - Alderman Ward 2
 Mike Bishop – Alderman Ward 3
 Phil Fisher – Alderman Ward 4
 Mike Morgan – Alderman Ward 5
 William Barnett – Alderman Ward 6

APPROVAL OF AGENDA ITEMS A-T

MOTION made by Alderman Brabham and **SECONDED** by Alderman Fisher to approve Consent Agenda Items A-T. Items C, D and T will serve to advertise favorably the opportunities, possibilities and resources of The City of Clinton. **MOTION CARRIED UNANIMOUSLY**

MAR 20 2007

CITY OF CLINTON

Pursuant to that certain resolution adopted by the Mayor and Board of Aldermen (the "Governing Body") of the City of Clinton, Mississippi (the "City") on February 20, 2007, authorizing and directing the issuance of the City's \$485,000 Tax Increment Limited Obligation Bonds (Springridge Crossing Project), Series 2006 (the "Bonds"), the Governing Body took up for consideration the matter of designating a Paying Agent to serve in connection with the Bonds.

Alderman Shear made a motion to approve the following resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI APPROVING A FISCAL AGENCY AGREEMENT BETWEEN THE CITY OF CLINTON, MISSISSIPPI, AND THE PEOPLES BANK, BILOXI, MISSISSIPPI, ALL IN CONNECTION WITH THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2006, OF THE CITY OF CLINTON, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF FOUR HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$485,000) TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS TO DEFRAY THE COST OF CONSTRUCTING VARIOUS INFRASTRUCTURE IMPROVEMENTS IN CONNECTION WITH THE CONSTRUCTION OF THE SPRINGRIDGE CROSSING PROJECT, INCLUDING BUT NOT LIMITED TO, INSTALLATION AND/OR RELOCATION OF UTILITIES SUCH AS WATER, SANITARY SEWER AND NATURAL GAS LINES; CONSTRUCTION OF DRAINAGE IMPROVEMENTS; CONSTRUCTION OF ROADWAYS WITH CURB AND GUTTER; ASPHALT OVERLAY; LANDSCAPING OF RIGHT-OF-WAY; RELATED PROFESSIONAL FEES; CAPITALIZED INTEREST; OTHER RELATED SOFT COSTS; AND COST OF ISSUANCE OF THE BONDS

WHEREAS, the Mayor and Board of Aldermen of the City of Clinton, Mississippi (the "Governing Body" of the "City") has heretofore authorized the issuance of its Tax Increment Limited Obligation Bonds (Springridge Crossing Project) dated March 15, 2007 in the aggregate principal amount of \$485,000;

WHEREAS, the Purchaser of the Bonds, Duncan-Williams, Inc., Memphis, Tennessee, has recommended The Peoples Bank, Biloxi, Mississippi, as Paying Agent/Transfer Agent/Registrar ("Paying Agent") for the Bonds, subject to approval of the City;

WHEREAS, the City finds and determines that The Peoples Bank, Biloxi, Mississippi, is qualified to act as Paying Agent and its fees and expenses are reasonable.

BOARD APPROVED

MAR 20 2007

CITY OF CLINTON

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, AS FOLLOWS:

1. That The Peoples Bank, Biloxi, Mississippi, is hereby approved as Paying Agent for the Bonds, and that the Fiscal Agency Agreement and fee schedule proposed by said The Peoples Bank, Biloxi, Mississippi, is hereby approved in substantially the following form:

[Form of Paying Agent Agreement is inserted on following page.]

MAR 20 2007

CITY OF CLINTON

2. The Mayor and the Clerk are hereby authorized, on behalf of the City, to execute and deliver any documents necessary to complete the appointment of The Peoples Bank, Biloxi, Mississippi, as Paying Agent, after review and approval of said documents by counsel to the Mayor and Board of Aldermen.

Alderman Barnett seconded the motion to adopt the foregoing resolution after the same had been read and considered section by section, and, being put to a roll call vote, the result was as follows:

Alderman Jehu W. Brabham	voted: <u>yes</u>
Alderman Tony Hisaw	voted: <u>yes</u>
Alderman Tony Greer	voted: <u>yes</u>
Alderman Mike Bishop	voted: <u>yes</u>
Alderman Phil Fisher	voted: <u>yes</u>
Alderman Mike Morgan	voted: <u>yes</u>
Alderman Bill Barnett	voted: <u>yes</u>

The motion having received the foregoing vote of the Governing Body, the Mayor declared the motion carried and the resolution adopted this the 20th day of March, 2007.

CITY OF CLINTON, MISSISSIPPI

By: Rosemary G. Aultman
ROSEMARY G. AULTMAN, MAYOR

ATTEST:

Russell Wall
RUSSELL WALL, CITY CLERK



BOARD APPROVED

MAR 20 2007

**THE PEOPLES BANK, BILOXI, MISSISSIPPI
CORPORATE TRUST SERVICES SCHEDULE OF FEES FOR BOND
REGISTRAR/TRANSFER/PAYING AGENCIES**

CITY OF CLINTON

**\$485,000
CITY OF CLINTON, MISSISSIPPI
TAX INCREMENT LIMITED OBLIGATION BONDS, SERIES 2007
(SPRINGRIDGE CROSSING PROJECT)
DATED: MARCH 15, 2007**

MARCH 1, 2007

1.) ANNUAL ADMINISTRATION FEE:

PAYING AGENT
TRANSFER AGENT
REGISTRAR

\$750.00

2.) OUT-OF-POCKET EXPENSES:

(FOR SUCH ITEMS AS POSTAGE, EXPRESS DELIVERY, WIRE TRANSFER CHARGES, INSURANCE, REQUIRED LEGAL ADVERTISING, PRINTING, AND BOND CLOSING EXPENSES, ETC.) WILL BE BILLABLE TO THE CITY. FEES FOR EXTRAORDINARY AND SPECIAL SERVICES NOT MENTIONED ARE QUOTED ON AN INDIVIDUAL BASIS AND ARE BASED ON AN APPRAISAL OF THE SERVICES TO BE RENDERED AS WELL AS THE DUTIES AND RESPONSIBILITIES INVOLVED.

BOARD APPROVED

MAR 20 2007

**CONCERNING \$485,000
CITY OF CLINTON, MISSISSIPPI
TAX INCREMENT LIMITED OBLIGATION BONDS, SERIES 2007
(SPRINGRIDGE CROSSING PROJECT)
DATED: MARCH 15, 2007**

CITY OF CLINTON

The Peoples Bank, Biloxi, Mississippi (the "Bank"), hereby acknowledges receipt of the resolution adopted February 20, 2007, (the "Bond Resolution"), by the Mayor and Board of Aldermen of the City of Clinton, Mississippi (the "Governing Body" of the "City"), and an agreement made as of February 28, 2007 by and between the City and Duncan-Williams, Inc. (the "Purchaser"), (the "Bond Purchase Agreement"), and acknowledges that the Bank has been nominated by the Purchaser as the Paying/Registrar/Transfer Agent (the "Fiscal Agent"), for the \$485,000 Tax Increment Limited Obligation Bonds, Series 2007 (Springridge Crossing Project, (the "Bonds") of the City of Clinton, and hereby accepts said nomination. The Bank further acknowledges that it has reviewed the Bond Resolution for the Bonds and agrees to act as Fiscal Agent pursuant to the provisions thereof.

It is agreed that so long as the City has funds on deposit with the Bank in its capacity as Fiscal Agent, sufficient to meet the payment of principal of and of interest on the Bonds three business days prior to the due date thereof, the Fiscal Agent will hold harmless and indemnify the City from any and all damages or claims for damages arising out of or connected with the payment or nonpayment of such principal of and interest on the Bonds.

It is further agreed that the Bank, in its capacity as Fiscal Agent for the Bonds, will hold harmless and indemnify the City from any and all damages or claims for damages arising out of or connected with the erroneous issuance of bond certificates by the Bank in amounts in excess of that authorized by the Bond Resolution.

A copy of the Bank's schedule of compensation detailing its current fees as Fiscal Agent is attached hereto and made a part hereof. However, we reserve the right to adjust the fees thereupon after thirty (30) days' prior receipt of written notice to the Mayor and Board of Aldermen.

THE PEOPLES BANK, BILOXI, MISSISSIPPI

DATE: March, 2007

BY: _____
THOMAS H. WICKS, CTFA
ASSISTANT VICE PRESIDENT/TRUST OFFICER

The foregoing agreement concerning the City of Clinton Tax Increment Limited Obligation Bonds, Series 2007 (Springridge Crossing Project) has been accepted by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, and entered on its minutes

this, the 20th day of March, 2007.

CITY OF CLINTON, MISSISSIPPI

(SEAL)

BY: Rosemary G. Aultman
ROSEMARY G. AULTMAN, MAYOR

City of Clinton
Public Record Request

1. Name Donna Hunt Date 5-26-16
Address P.O. Box 1779
Fayetteville, GA 30214 Telephone 888-654-4669
2. Information requested (Request must be clear and concise and directed to **ONE** subject matter): we request a list of state dated checks & warrants in the amount of \$500 or greater. Please provide the name of payee, check amount, check number, check date and last known address if available.
3. Desired form of review: ☐ Personally inspect (No charge)
☒ Personally copy (25 cents per copied page)
☐ Staff copy (25 cents per copied page plus hourly charge for staff time)
4. Desired delivery method: ☒ Mail to address above
☐ To be picked up by requestor at a later time (we will notify by mail or telephone when information is ready)
☐ Will wait (We will attempt to comply with all requests in a timely manner)
5. Payment for services shall be collected by the City Clerk in advance of compliance with a request. See Policy and Procedure, Paragraph D, Page 3 for details of charges.
6. My signature indicates that I have read and understand the City's Request for Public Records Policy and Procedure. I further understand that the actual cost of compliance with my request, if granted, shall be borne by me, including mailing costs if applicable.

Requestor signature Donna Hunt Date 5-26-16 Time 1:13 pm

City of Clinton
Public Record Request
(This page to be completed by City staff)

1. Received by Russell Wall Date 5-26-16 Time 2:39pm
2. Information release approved by _____ Date _____
3. Cost: No charge _____ Exact charge _____ Est charge _____

Cost calculations:

(1) _____ x 25 cents = _____
Single pages

(2) _____ x _____ = _____
Staff hrly rate # hours

Staff Name _____ Pay grade/step _____

(3) Computer records \$50.00 x _____ = _____
hours

(4) Other _____ = _____

TOTAL _____

4. Payment of \$ _____ Received by _____

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: MARCH 20, 2007

AGENDA ITEM NO. 7.

CONSENT AGENDA:

TO:

BOARD APPROVED

FOR:

MAR 20 2007

ACCOUNT NO:

CITY OF CLINTON

INTRODUCED BY: Mayor Aultman

DISCUSSION/ACTION: Resolution of the Mayor and Board of Aldermen Approving a Fiscal Agency Agreement between The City of Clinton, MS, and The Peoples Bank, Biloxi, MS, all in Connection with the Issuance of General Obligation Bonds, Series 2006, of The City of Clinton, MS, in the Principal Amount of \$485,000.

INTRODUCED BY:

BOARD ACTION:

MOTION MADE BY: Greer

SECONDED BY: Barnett

<u>VOTE CAST:</u>	<u>"AYE"</u>	<u>"NAY"</u>	<u>ACTION TAKEN:</u>
Brabham	☒	☐	
Hisaw	☒	☐	
Greer	☒	☐	
Bishop	☒	☐	
Fisher	☒	☐	
Morgan	☒	☐	
Barnett	☒	☐	
Mayor Aultman	☐	☐	

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN APPROVING A FISCAL AGENCY AGREEMENT BETWEEN THE CITY OF CLINTON, MS, AND THE PEOPLES BANK, BILOXI, MS, ALL IN CONNECTION WITH THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2006, OF THE CITY OF CLINTON, MS, IN THE PRINCIPAL AMOUNT OF \$485,000 AND PAYING AGENT FEE OF \$750.00

Upon presentation by Mayor Aultman, and **MOTION** made by Alderman Greer and **SECONDED** by Alderman Barnett to approve a resolution of the Mayor and Board of Aldermen approving a fiscal agency agreement between The City of Clinton of Clinton, MS, and The Peoples Bank, Biloxi, MS, all in Connection with the issuance of General Obligation Bonds, Series 2006, of The City of Clinton, MS, in the principal amount of \$485,000.00 and approving The Peoples Bank as the paying agent with the paying agent fee of \$750.00. **MOTION CARRIED UNANIMOUSLY**

NRCS ENGINEERING CONTRACT WITH WILLIFORD, GEARHART & KNIGHT, INC.

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer to authorize Mayor Aultman to enter into an NRCS Engineering Contract with Williford, Gearhart & Knight, Inc. A copy of the contract is attached. **MOTION CARRIED UNANIMOUSLY**

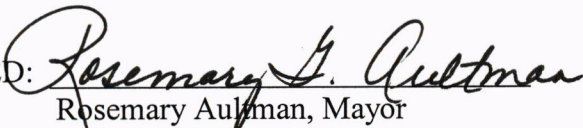
CERTIFICATE OF ATTENDANCE FOR TAMRA MORGAN ATTENDING THE MUNICIPAL COURT CLERKS STATEWIDE SEMINAR

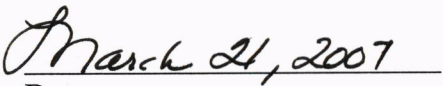
Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Fisher to approve the certificate of attendance for Tamra Morgan attending the Municipal Court Clerks statewide seminar March 8-9, 2007. A copy of the certificate is attached. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:17 P.M.

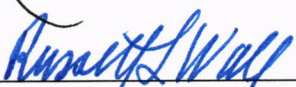
MOTION made by Alderman Brabham and **SECONDED** by Alderman Bishop to adjourn. **MOTION CARRIED UNANIMOUSLY**

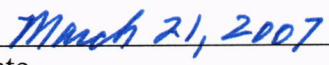
APPROVED:


Rosemary Aultman, Mayor


Date

ATTEST:


Russell L. Wall, City Clerk


Date

MAR 20 2007

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: March 20, 2007

AGENDA ITEM NO. 8.

CONSENT AGENDA: \$

TO:

FOR:

ACCOUNT NO.:

INTRODUCED BY:

DISCUSSION/ACTION: NRCS Engineering Contract with WG&K

INTRODUCED BY: Richard L. Broome, P.E.

BOARD ACTION:

MOTION MADE BY:

Brabham

SECONDED BY:

*Kuer*VOTE CAST:"AYE""NAY"ACTION TAKEN:

Brabham

✓

Hisaw

✓

Greer

✓

Bishop

✓

Fisher

✓

Morgan

✓

Barnett

✓

Mayor Aultman

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.



This is an AGREEMENT, effective as of _____ (effective date) by and between **City of Clinton**, hereafter called **OWNER** and **Williford, Gearhart & Knight, Inc., Engineers & Surveyors** (hereafter called **WGK**). The OWNER hereby retains WGK for certain Professional Services, hereafter called **Services**, for the **2007 NRCS Slope Stabilization**, hereafter called the **Project**, and herein described more particularly as follows: **Design of three (3) NRCS Slope Stabilization projects to protect existing utilities**. 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.

BOARD APPROVED

MAR 20 2007

CITY OF CLINTON

- ☒ The OWNER's responsibilities, incorporated herein as Exhibit A, consisting of 1 page.
- ☒ The Scope of Professional Services, incorporated herein as Exhibit B, consisting of 4 pages.
- ☒ The Compensation Schedule, incorporated herein as Exhibit C consisting of 2 pages.

The OWNER's official designated representative for this Project shall be: Rosemary Aultman, Mayor. WGK's official designated representative for this Project shall be: Bill Owen, P.E. # 11413.

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 the 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. 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 an attachment to this AGREEMENT.

- 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.

4. 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.

5. 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.

6. 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 30th 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.

7. Standard of Care

- A. The Services performed by WGK under this AGREEMENT will be performed and conducted in a manner consistent with that degree of knowledge, skill and judgment ordinarily possessed by members of the profession in good standing in the community and practicing in the same locality under similar conditions at the time these Services are being provided.
- B. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this

AGREEMENT, or in any report, opinion, document or otherwise, which is provided as the result of this AGREEMENT. Upon written notice to WGK and by mutual agreement between the parties, WGK will, without additional compensation, correct any Services not meeting such a standard.

8. 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.

9. Ownership of Documents

- A. The OWNER acknowledges that any documents prepared by WGK incident to this AGREEMENT are considered as instruments of professional service. As such, all instruments of service prepared by WGK under this AGREEMENT shall remain the property of WGK.
- B. Further, by execution of this AGREEMENT, the OWNER agrees not to use, reuse or make any modification to the documents provided by WGK incident to this AGREEMENT without the prior written authorization of WGK, and OWNER agrees that he shall be responsible for OWNER's unauthorized modification or reuse.

10. 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.

11. Owner's 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.

12. Cost Control and Contingency

- A. Any opinion of probable cost prepared by WGK under this AGREEMENT is supplied for the general use and guidance of the OWNER only. Because WGK has no control over private contract negotiations, competitive bidding or market conditions, WGK cannot guarantee the accuracy of such opinions as compared to negotiated prices, contract bids or actual costs incurred by the OWNER.
- B. 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. 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.

15. 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.

16. 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. The OWNER also agrees, to the fullest extent permitted by law, to indemnify and hold harmless WGK from any damage, liability or cost, including reasonable attorney's fees and costs of defense, to the extent caused by OWNER's negligent acts, errors or omissions, and those of his agents, or any party to whom OWNER is legally liable, and arising from the Project this is subject to this AGREEMENT.
- 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,



CITY OF CLINTON

strict liability, breach of contract or breach of warranty, shall not exceed the amount of the net fees earned under any AGREEMENT with a private entity, 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.

17. Force Majeure

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

WGK: Williford, Gearhart & Knight, Inc.

OWNER: City of Clinton

Name: Bill Owen, P. E. Principal

ATTEST:

Name: Mae Gemmell

WGK's address for giving formal notice is
 P.O. Box 318
 Clinton, Ms. 39060

- A. If events beyond the control of OWNER or WGK including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, or any act or regulation of any government entity, 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.

- B. 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.

18. Total Agreement

- A. This AGREEMENT (consisting of pages 1 to 5 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.

Name: Rosemary Aultman, Mayor

ATTEST:

Name:

OWNER's address for giving formal notice is:
 P.O. Box 156
 Clinton, Ms. 39060



MAR 9 2007

CITY OF CLINTON

This Exhibit B, consisting of 7 pages is referred to in and is hereby considered a part of the Professional Services Agreement effective _____, between City of Clinton (hereafter called **OWNER**) and Williford, Gearhart & Knight, Inc., (hereafter called **WGK**), for the provision of professional services described as **2007 NRCS Slope Stabilization**, (hereafter called Project). The scope of professional services is described below:

1. **Basic Services:** WGK agrees to perform the professional services specified herein, 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:
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. 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 alternates, 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. Provide with the project documents a sufficiently clear delineation of the labor categories and wage rates that are applicable to the PROJECT, in conformance with all local and State laws on practices, where applicable.
 - N. 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.
 - O. 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.
3. **Pre-construction Phase Services:** Upon receipt of the written approval of the OWNER and appropriate regulatory agencies for the Plans, Specifications, Contract Documents and final Opinion of the Construction Cost, and upon receipt of the written authorization of the OWNER to proceed with the Pre-construction Phase, WGK shall:
 - A. Furnish Advertisement for Bids to newspapers, trade journals, contractors, minority groups, subcontractors and suppliers, as appropriate.
 - B. Schedule and conduct a site inspection trip to the project site with prospective bidders, and assist in scheduling and conducting a pre-bid conference, where appropriate.
 - C. Investigate reported omissions and discrepancies in the plans, specifications and contract documents, and formulate and mail addenda as needed.



- D. Attend and assist in conducting the bid opening with OWNER and Contractors.
 - E. Analyze bids received for irregularities, errors or omissions.
 - F. Review submittal of substitute materials and equipment, and recommend acceptance/rejection to the OWNER.
 - G. Review proof of bidder's qualifications and recommend contract award or rejection to the OWNER.
 - H. Prepare and distribute certified tabulation of bids for project to OWNER, Contractors and other parties as appropriate.
 - I. Prepare a bid package in accordance with the regulatory/funding program requirements, and submit same to the appropriate agencies for review and approval.
 - J. Prepare a Notice-of-Award and assist in securing its execution by successful Contractor.
 - K. Collect proofs of publication, and assist in securing approval of award and procurement procedures, where applicable.
 - L. Prepare contract documents for signature by Contractor and assist the OWNER in securing their execution, and prepare Notice-to-Proceed to Contractor for PROJECT.
 - M. Prepare and distribute contract price estimate breakdown to OWNER and Contractor, as appropriate.
 - N. Assist in scheduling and conducting a pre-construction conference with OWNER, Contractor, utility companies, regulatory agencies, and other parties as appropriate.
 - O. Provide the OWNER copies of the plans, specifications, and contract documents as requested.
 - P. Furnish additional copies of the plans, specifications, and contract documents as requested by prospective bidders, material suppliers, and other interested parties, to facilitate bidding and contracting of the PROJECT.
 - Q. Furnish to the CONTRACTOR additional copies of the plans, specifications, and contract documents for execution after contract award, and for use during construction phase as needed.
4. **Contract Administration Phase Services:** Upon receipt of the written approval of the OWNER and appropriate regulatory agencies of the Construction Contract prepared based upon the Contract Documents compiled by WGK, and upon receipt of the written authorization of the OWNER to proceed with the construction activities, if and where applicable, WGK shall:
- A. Function as the OWNER's representative with duties and responsibilities and limitations of authority as described in the General Conditions to the Construction Contract Documents, and the other provisions set forth herein.
 - B. Advise and consult with the OWNER during the construction activities, and assist the OWNER in the issuance of appropriate instructions to the Contractor.
 - C. Establish appropriate survey bench marks and survey control points in close proximity to the PROJECT for use by the Contractor in laying out the work.
 - D. Make periodic visits to the site of the construction to observe the progress and quality of the construction work and to determine, in general, if the results of the construction work are in accordance with the Plans and the Specifications. On the basis of his on-site observations as an ENGINEER, he shall endeavor to guard the OWNER against apparent defects and deficiencies in the permanent work constructed by the Contractor, but does not guarantee the performance of the Contractor. The ENGINEER shall not be required to make exhaustive or continuous on-site observations to verify the quality or quantity of the construction work. Visits and observations by ENGINEER and/or construction review personnel are not intended to extend to every aspect of work in progress, but rather are to be limited to spot checking and selective sampling of the work being done by the Contractor. The ENGINEER shall determine, in general, if the work is proceeding in accordance with the Contract Documents, and shall advise the OWNER of his progress as needed. The ENGINEER is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The ENGINEER is not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract.
 - E. Review the Contractor's requests for progressive payments, and based upon said on-site observation, advise the OWNER as to WGK's opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the Contractor's payment request, and issue for processing by the OWNER, a Certificate for Payment in the amount owed the Contractor. The issuance of Certificates for Payment shall constitute a declaration by WGK to the OWNER, based upon said on-site observations, and review of any data accompanying the request for payment, that the Contractor's work has progressed to the point indicated; that to the best of WGK's knowledge, information and belief, the quality of the Contractor's work is in accordance with the Construction Contract Documents (subject to subsequent correction of minor deviations from the Construction Contract Documents and to qualifications



stated in the Certificate for Payment); and that the Contractor is entitled to the amount stated. The issuing of the Certificate for Payment by WGK shall not represent that he has made any investigation to determine the uses made by the Contractor of sums paid to the Contractor.

- F. The ENGINEER shall review the Contractor's requests for progressive payments in a timely fashion, and shall forward same to the OWNER for approval and payment on a routine basis. The OWNER shall consider the Contractor's payment requests at the next regular meeting of the Board of Supervisors, and issue payments to the Contractor on a timely basis thereafter.
 - G. Make recommendations to the OWNER on all claims relating to the execution and progress of the construction work. The ENGINEER's decisions in matters relating to WGK's design shall be final.
 - H. Notify the OWNER of permanent work which does not conform to the result required in the Construction Contract, prepare a written report describing any apparent non-conforming permanent work and make recommendations to the OWNER for its correction and, at the request of the OWNER, have recommendations implemented by the Contractor.
 - I. Review shop drawings, samples and other submittal of the Contractor, only for general conformance to the design concept of the Project, and for general compliance with the Construction Contract. The ENGINEER shall evaluate and determine the acceptability of substitute or "equal" items proposed for use by the Contractor.
 - J. Prepare and/or issue necessary field orders, clarifications and interpretations of the Contract Documents, as needed, to facilitate the orderly completion of the work in accordance with the design intent.
 - K. Prepare for the OWNER's approval, Change Orders which address minor revisions of or adjustments to the original project scope of work.
 - L. Conduct a pre-final review of the construction project upon receipt of the Contractor's notice of substantial completion.
 - M. Conduct a final review of the construction project upon receipt of the Contractor's certification of final completion; receive and review written guarantees and related data assembled by the Contractor; and issue to the OWNER a Certificate of Final Payment.
 - N. The ENGINEER shall not be responsible for the defects or omissions in the work result of the Contractor(s), or any Subcontractor(s), or any of the Contractor's or Subcontractor's employees, or that of any other persons or entities responsible for performing any of the work result as contained in the Construction Contract.
 - O. Submit a written report to the OWNER not less frequently than monthly providing a status report on the general progress of the Project, summarizing the accomplishments to date and highlighting points of concern.
 - P. Conduct a one-year warranty review of the completed construction, and advise OWNER of any defects that may need further attention by the Contractor.
5. **Record Documents Phase Services:** Upon completion of the construction activities, WGK shall prepare "record" drawings of the finished work. Such drawings shall be prepared by WGK upon completion of the project and acceptance by the OWNER, and one set of reproducible "record" drawings shall be provided to the OWNER within thirty (30) days after the final construction review.
6. **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. Monitoring the performance of the completed improvements and making periodic visits to the facilities to verify the overall operational characteristics.
 - B. Providing a one year performance certificate and letter certifying the completion of one year of successful operation.
 - C. Preparation of applications, engineering reports, technical investigations, maps and exhibits, and other supporting documents for government grants, loans or advances.
 - D. Preparation of drawings from field measurements of existing construction when required for planning additions or alterations thereto.
 - E. 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.
 - F. 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.
 - G. Preparation of design documents for alternate bids or for out-of-sequence work requested by the OWNER.



- H. Preparation of detailed renderings, exhibits or scale models for the Project.
- I. Provision of special drawings or charts, and other similar materials for use by the OWNER in the operation, maintenance, repair or modification of the completed Project.
- J. Provision of planning surveys, site evaluations, environmental assessments, and comparative studies of prospective sites.
- K. Provision of any type of field surveys for construction purposes, detailed "stake out" of the location of the work, property or easement acquisition surveys, and any other special field surveys related to the work, which are not incident to the design of the original scope of work.
- L. Provision of copies of reports, correspondence, submittal data, contract documents and specifications, and prints of construction plans.
- M. Investigations involving detailed considerations of operations, maintenance and overhead expenses; the performance value engineering analyses; the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, and valuations; detailed quantity of surveys of material and labor; and material audits or inventories required by the OWNER.
- N. Additional services when the Project involves more than one Construction Contract, or separate equipment contracts, where only one contract was envisioned originally.
- O. Preparation of special Change Orders when requested by the OWNER, and/or where not within the original project scope of work.
- P. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) defective or incomplete work of the contractor, (3) prolongation of the initial Construction Contract time beyond the contract time, (4) acceleration of the work schedule involving services beyond established office working hours, and (5) the Contractor's default under Construction Contract due to delinquency or insolvency.
- Q. Provision of additional assistance in the start-up, testing, adjusting or balancing, or operation of equipment or systems, or arranging for training personnel for operation or maintenance of equipment or systems, following the initial sixty (60) day start-up period.
- R. 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.
- S. Provision of services as an expert witness for the OWNER in connection with litigation or other proceedings involving or relating to the Project.
- T. Provision of property and easement plats and descriptions, and field survey staking to facilitate acquisition.
- U. Provision of additional services required by the acceptance of substitute materials or equipment other than "or equal" items.
- V. Provision of other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER.



MAR 20 2007

This Exhibit C, consisting of 2 pages is referred to in and is hereby considered a part of the Professional Services Agreement effective _____, between City of Clinton (hereafter called **OWNER**) and Williford, Gearhart & Knight, Inc., (hereafter called **WGK**), for the provision of professional services described as **2007 NRCS Slope Stabilization**, (hereafter called Project). The engineering fee schedule is described below:

1. **General:** 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.
2. **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.
3. **Design Phase Services:** As defined in Section 2 on the basis of a lump sum of Eighteen Thousand Seventy Five Dollars (\$18,435.00)
4. **Construction Phase Services:** As defined in Section 3,4, and 5 on the basis of a lump sum of Ten Thousand Four Hundred Twenty Five Dollars (\$10,425.00).
5. **Additional Services:** As defined in Section 6 of the Scope of Professional Services, with compensation on an hourly reimbursable basis plus direct reimbursable expenses as set forth herein below:
 - A. 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
Principal	\$150
Senior Project Engineer	135
Project Engineer	100
Engineer Intern	85
Project Surveyor	95
Surveyor	75
Senior Engineering Assistant	90
Engineering Assistant	80
Surveying Assistant	65
Designer	75
Technician	55
Technician Assistant	35
Clerical	40
Construction Review	65
Project Coordinator	80
Party Chief	75
Crewman	25
Survey Party (Two Men)	100
Survey Party (Three Men)	125
Survey Party (Four Men)	150
CAD	15
GPS	25
RTK	50

- B. 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.
6. **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.
7. **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, payments shall be made monthly based on WGK's estimate of the percentage completion for the services provided under this phase.
 - C. For the **Construction Phase Services**, as specified in Sections 3, 4, and 5 payments shall be made monthly based on WGK's estimate of the percentage completion for the services provided under this phase.
 - D. 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.
 - E. No deductions shall be made from WGK's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors.
 - F. 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.

BOARD APPROVED

MAR 20 2007

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: MARCH 20, 2007

AGENDA ITEM NO. 9.

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Certificate of Attendance for Tamra Morgan Attended the Municipal Court Clerks Statewide Seminar

INTRODUCED BY: Russell Wall, City Clerk

BOARD ACTION:

MOTION MADE BY: Brabham

SECONDED BY: Fisher

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham

✓

Hisaw

✓

Greer

✓

Bishop

✓

Fisher

✓

Morgan

✓

Barnett

✓

Mayor Aultman

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

MAR 20 2007

CITY OF CLINTON



Certificate of Attendance

The University of Mississippi Law Center
Awards this Certificate to

Tamra Morgan
for having attended the

Municipal Court Clerks Statewide Seminar
Golden Moon ~ Choctaw, Mississippi

March 8-9, 2007
conducted by the

Mississippi Judicial College



Program Manager

Director