



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, February 6, 2018

1:30 PM

*Gulfport City Hall
Council Chambers*

1:30 P.M. Invocation, Pledge of Allegiance, Call to Order

Agenda Order Confirmation or adjustment of the agenda order

Presentation Agenda

- **Mayor's Report**

Policy Issues

Minutes / Appointment

- 1 Approval of minutes - for January 16 & 23, 2018
- 2 Appointment - MEMA Designation of Applicant Agents form- for Hurricane Nate- to be made part of the minutes.

Code Enforcement

- 3 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.

Resolutions

- 4 Resolution - approving Award and Agreement with Neel-Schaffer, Inc., for the Highway 49 and 18th Street Drainage Project, and authorizing the Mayor to execute the same.
- 5 Resolution - approving Agreement between the Gulfport School District (Academic Institutes at Gulfport High School) and the City of Gulfport with respect to student internships in City Departments, and for related purposes.

- 6 Resolution - approving Agreement for Term Contract Group C2A - Culvert & Ram Neck Piping, and authorizing the Mayor to execute the same.
- 7 Resolution - approving Amendment to Merchant Processing Agreement, and authorizing the Mayor to execute the same.
- 8 Resolution - Approving Supplemental Agreement No. 1 to contract with Jay Bearden Construction, Inc., for the Courthouse Road Improvements from US 90 to Pass Road Project, and authorizing the Mayor to execute the same.
- 9 Resolution - approving Supplemental Agreement No. 2 (Change Order #2) (Revised) to agreement with A. Garner Russell & Associates, Inc., for the widening of 28th Street Project, and authorizing the Mayor to execute the same.
- 10 Resolution - approving Full and Final Settlement for construction and engineering on the widening of Three Rivers Road and Creosote - Phase 2 Project, and authorizing the Mayor to execute the same.
- 11 Resolution - authorizing negotiations to acquire real property interests and to do any acts necessary and legal, including prosecution in special court of eminent domain, and, if necessary, to expedite property acquisition, to authorize special checks to acquire the property interests stated herein, and for related purposes.
- 12 Resolution - authorizing an expenditure (in the form of a fee waiver) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the Diabetes Foundation of Mississippi Walk for Diabetes, and for related purposes.
- 13 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport Fire Department, and for related purposes.
- 14 Resolution - authorizing acceptance of a donated High Water Vehicle from MS Forestry Commission, for the Gulfport Fire Department, and for related purposes.
- 15 Resolution - by the Gulfport City Council, finding that identifying marks on particular police vehicles would hinder official criminal investigations by the police and authorizing those vehicles to be unmarked
- 16 Resolution - terminating the State of Emergency previously declared due to the impacts of Hurricane Nate on the City of Gulfport, and for related purposes
- 17 Recommendation - for payment for Contract Agreement for Services - ISI Water Company.

Docket of Claims

- 18 Docket of Claims - to be approved through February 7, 2018.

Routine Agenda

- 19 Ratification - acknowledgement and acceptance of Levanway termination letter of January 15, 2018 - to be made a part of the minutes.
- 20 Ratification - acknowledgement and acceptance of executed extension of consent to cross easement - to be made a part of the minutes.
- 21 Ratification - acknowledgement and acceptance of amended contract with MS Engineering Group, LLC for CE&I services related to Dedeaux Road Widening Project - to be made a part of the minutes.
- 22 Privilege License Report - for the month of December 2017 - to be made of part of the minutes.
- 23 Letter - regarding bid awarded by Purchasing for a 2018 Ranger ATV - Fire Department - to be made a part of the minutes.
- 24 Conveyance Deed - regarding transfer of ownership of space in Evergreen Gardens Cemetery.

Public Agenda

- **Citizen Forum - Up to thirty minutes shall be allowed for public input with a three minute time limit on each speaker.**

Council Comments

Memorial Adjournment

- **Mr. Malcolm J. Caples**

Executive Session

Setting of Next Meeting and Adjournment



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Deputy Clerk of Council
City Council

Date: 01/23/2018

Subject: Approval of minutes - for January 16 & 23, 2018

Recommendation:



City of Gulfport, Mississippi

Minutes City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, January 23, 2018

1:00 PM

*Gulfport City Hall
Council Chambers*

1:00 P.M.

The Mayor and Members of the Council met at City Hall at 1:00 P.M., on the above date, same being an adjourned meeting from a regular council meeting held on January 16, 2018 at 1:30 P.M.

Present: CAO Dr. John R. Kelly, General Counsel Hugh Keating,
Council members: Kenneth Casey, Ron Roland, Rusty Walker, and Myles Sharp.
Absent: Councilmembers: Ella Holmes-Hines, R.Lee Flowers, and Cara Pucheu.

The President announced a quorum and called the special meeting to order.

Motion to Declare a Special Called Meeting, Moved By Myles Sharp, **Seconded** by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Rusty Walker, Myles Sharp,
Absent: Ella Holmes-Hines, R.Lee Flowers, and Cara Pucheu

Confirmation of Agenda

- 1 Letter of recommendation - regarding bids received for the purchase of a train for the Harbor Lights Show - to be made a part of the minutes.

Motion to Approve recommendation regarding bids received for the purchase of a train for the Harbor Lights Show, to be made a part of the minutes, Moved By Kenneth Casey, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Rusty Walker, Myles Sharp
Absent: Ella Holmes-Hines, R.Lee Flowers, Cara Pucheu

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn until 1:30 P.M., February 6, 2018 for a regular scheduled council meeting, **Moved By** Kenneth Casey, **Seconded By** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Rusty Walker, Myles Sharp

Absent: Ella Holmes-Hines, R.Lee Flowers, Cara Pucheu

City Clerk

Mayor



City of Gulfport, Mississippi

Minutes City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, January 16, 2018

1:30 PM

*Gulfport City Hall
Council Chambers*

1:30 P.M. Invocation, Pledge of Allegiance, Call to Order

The Members of the Council met at City Hall at 1:30 P.M., on the above date, same being an adjourned meeting from a Regular Council Meeting held on January 2, 2018 at 1:30 P.M.

Present: Mayor Billy Hewes, General Counsel Hugh Keating, **Councilmembers:** Kenneth Casey, Ron Roland (in at 1:32 P.M.), Ella Holmes-Hines, Rusty Walker, Myles Sharp, and Cara Pucheu. **Absent:** R.Lee Flowers

The President announced a quorum and called the meeting to order.

Agenda Order

Motion to Accept the agenda with the following adjustments; delete Item #3 and Item #32, at the request of the Administration, Moved By Myles Sharp, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

Presentation Agenda

The President called for the Mayor's Report:

The Mayor called upon Police Chief, Leonard Papania, to present Commander Chris Ryle with a 20 year Service Pin.

After which, Fire Chief Mike Beyerstedt came forward with two presentations. First, Gulfport Fire Department Engineer Joe Abercrombie was presented with an award acknowledging his outstanding test score on the recent promotional exam. Performance Testing Systems, who has been administering this test for 15 years with over 6,000 firefighters taking the test, notified Chief Beyerstedt that Engineer Abercrombie scored a 99.28%. This is the highest score ever recorded on this exam. Chief Beyerstedt then presented Skylar Bush with a citizen award for his bravery in rescuing an elderly couple from a recent house fire in his neighborhood.

The Mayor advised that Cold Weather Shelters would be open from Tuesday thru Thursday at 2019 22nd Street, The Salvation Army. They are in need of volunteers, blankets and paper products.

This Concluded the Mayor's Report.

Policy Issues

Minutes

- 1 Approval of minutes - for January 2, 2018.

Motion to Approve minutes for January 2, 2018, Moved By Ella Holmes-Hines,
Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

Code Enforcement / Planning/ Ordinances

- 2 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.

Motion to Open the Code Enforcement Hearing, Moved By Kenneth Casey, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

The Following Citizen addressed the Council:

- Greg Parnell – Resident of 331 Commerce Street

Motion to Close the Hearing and Approve the Resolution, Moved By Kenneth Casey, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

- 3 Certificate of Resubdivision - dividing one parcel into two zoned R-2 (Single Family): located north of 29th Street, south of and adjacent to 30th Street, east of 25th Avenue, and west of 23rd Avenue - Case # 1710PC113 - Ward 3.

- Deleted -

- 4 Certificate of Resubdivision - dividing parcels into two parcels zoned I-3 (Planned Industrial Park) and I-2 (Heavy industry districts): located north of Bayou Circle, south of and adjacent to Seaway Road, east of Goldin Lane, and west of Logan Cline Drive - Case # 1710PC124 - Ward 5.

Motion to Approve Certificate of Resubdivision, Moved By Myles Sharp, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

- 5 Certificate of Resubdivision - dividing one tax parcel into two zoned B-2 (General Business): located north of Pass Road, south of and adjacent 26th Street, east of 19th Avenue, and west of and adjacent of 18th Avenue - Case # 1712PC138 - Ward 3.

Motion to Approve Certificate of Resubdivision, Moved By Ella Holmes-Hines, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

- 6 Ordinance - rezoning property from B-2 (General Business) to R-B (Residential Business): located north of Pass Road, south of 28th Street, east of 20th Avenue, and west of and adjacent to 19th Avenue - Case # 1712PC137 - Ward 3.

Motion to Suspend the rules, Moved By Ella Holmes-Hines, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

Motion to Adopt Ordinance, Moved By Cara Pucheu, **Seconded by** Myles Sharp

Vote: Motion Carried By The Following Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Rusty Walker, Myles Sharp, Cara Pucheu

Nay: Ella Holmes-Hines

Absent: R.Lee Flowers

- Ordinance 2936

- 7 Ordinance - rezoning property from R-4 (General Residence) to B-2 (General Business): located north of Woodley Drive, south of and adjacent to Lorraine Road, east of Highway 605, and west of Gould Road - 1712PC142 - Ward 6.

Motion to Adopt Ordinance, Moved By Kenneth Casey, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

- Ordinance 2937**Resolutions / Requests**

- 8 Order - by the Gulfport City Council, pursuant to Miss. Code Ann. §17-21-5(2), (rev. 2003, as amended), authorizing an exemption from municipal ad valorem taxes, excluding school district taxes, based on the increase in assessed value for qualifying capital improvement investments in qualifying structures in the designated redevelopment district, south of the CSX railroad tracks extending from the western city boundary to the eastern city boundary of the newly constructed structure located at 521 Second Street, Gulfport, Mississippi, in the first judicial district of Harrison County, and identified as parcel number 0911F-01-017.000.

Motion to Approve Order, Moved By Ron Roland, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

- 9 Resolution - approving award to Citysourced, Inc., and approving Agreement between the City of Gulfport and Citysourced, Inc., for Software Development Application Services, and authorizing the Mayor (or designee) to execute the same.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

- 10** Resolution - approving and accepting the 2017 Funding and Grant Agreements for CDBG and HOME Entitlement from the U.S. Dept. of HUD and authorizing the Mayor to execute the same.

Motion to Approve, Moved By Kenneth Casey, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

- 11** Resolution - approving Memorandum of Understanding with Langley Productions, Inc., and authorizing the Mayor (or designee) to execute the same.

Motion to Approve, Moved By Cara Pucheu, **Seconded by** Kenneth Casey

Motion to Table, Moved By Ella Holmes-Hines, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

- 12** Resolution - approving public display of fireworks at the culmination of the Sounds by the Sea, Harrison County concert event, and for related purposes.

Motion to Approve, Moved By Cara Pucheu, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

- 13** Resolution - declaring certain and various firearms and other items of personal property to be surplus property which is no longer used or needed by the municipality and declared to have no value to the municipality and authorizing trade of said items of municipal personal property and for related purposes.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

- 14** Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport at the 2018 Krewe of Gemini Mardi Gras parades and for related purposes.

Motion to Table, Moved By Ella Holmes-Hines, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

Motion to Take off the Table, Moved By Ella Holmes-Hines, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

- 15** Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport Leisure Service Department and for related purposes.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

- 16** Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Nate on the City of Gulfport, and for related purposes.

Motion to Approve, Moved By Kenneth Casey, **Seconded by** Myles Sharp

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

- 17** Request - from Finance Department to appropriately classify all existing capital related accounts within the same category of the budget (i.e. reclassifying any capital related accounts currently included in Other Services (62) to Capital Projects (64)).

Motion to Approve request from Finance Department to appropriately classify all existing capital related accounts within the same category of the budget (i.e. reclassifying any capital related accounts currently included in Other Services (62) to Capital Projects (64)), Moved By Ella Holmes-Hines, Seconded by Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

- 18** Request - for permission to accept Grant Funding from State Farm Insurance - Arson Detection Canine Program - Gulfport Fire Department.

Motion to Approve request for permission to accept Grant Funding from State Farm Insurance - Arson Detection Canine Program - Gulfport Fire Department, Moved By Cara Pucheu, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

- 19** Request - for permission to accept Community Grant Funding from Walmart for Daddy Daughter Dance Event - Leisure Services Department.

Motion to Approve request for permission to accept Community Grant Funding from Walmart for Daddy Daughter Dance Event - Leisure Services Department, Moved By Cara Pucheu, Seconded by Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

Budget Amendments / Docket of Claims

- 20** Budget Amendment # 16 - for permission to increase to FY17 H.I.D.T.A. budget in operating supplies for the Police Department.

Motion to Approve Budget Amendment # 16, Moved By Kenneth Casey, Seconded by Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

- 21** Budget Amendment # 17- to establish an account for Sportsplex Marketing to purchase items listed in the Sportsplex Marketing package.

Motion to Approve Budget Amendment # 17, Moved By Kenneth Casey, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

- 22** Docket of Claims - to be approved through January 17, 2018.

Motion to approve the Docket of Claims in the amount of \$4,025,853.68, Moved By Cara Pucheu, **Seconded By** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

Routine Agenda

Motion to Approve the Routine Agenda as amended, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

- 23** Resolution - awarding bids for lot clean-ups and/or demolitions.

Approved on Routine Agenda

- 24** Ratification - of Amendment to the Agreement with the Natural Resources Conservation Service for the Emergency Watershed Protection Project - River Road, Qubbie Creek, Northwood Hills North at Flat Branch.

Approved on Routine Agenda

- 25** Privilege License - issued during the month of November, 2017 - to be made a part of the minutes.

Approved on Routine Agenda

- 26** Public Records Request - for the month of December 2017 - to be made a part of the minutes.

Approved on Routine Agenda

- 27** Check Register from Associated Adjusters for workers' compensation and general liability claims for the month of December 2017, to be made part of the minutes.

Approved on Routine Agenda

- 28** Bi-weekly payroll reports for the month of December 2017, to be made part of the minutes.

Approved on Routine Agenda

- 29** Year-To-Date Budget Report for the month of December 2017, to be made part of the minutes.

Approved on Routine Agenda

- 30** Request - for flexible spending account correction - to be made a part of the minutes.

Approved on Routine Agenda

- 31** Letter - request permission to purchase of logos for the Gulfport Sportsplex - to be made a part of the minutes.

Approved on Routine Agenda

- 32** Letter of Recommendation regarding the purchase of Shade Structures from NJPA Contract for the Gulfport Sportsplex Expansion Project.

- Deleted -

- 33** Letter of recommendation - regarding bids received by Purchasing for traffic supplies - to be made a part of the minutes.

Approved on Routine Agenda

- 34** Legal Notice - regarding bids for Trenchless Pipe Inspection, Cleaning and Repair Unit Price Contract.

Approved on Routine Agenda

- 35** Legal Notice - advertisement for bids for Gulfport Building Repairs and Construction Unit Price Project - 2018.

Approved on Routine Agenda

- 36** Legal Notice - advertisement for bids for Roof Replacement on Gaston Point Recreation Center Gym.

Approved on Routine Agenda

Public Agenda

The President called for comments during the Public Agenda.

The Following Citizen(s) addressed the Council:

- David Easterling – Resident of 2188 Saint James Blvd
- Christy Carter Bridges – Resident of 15035 Martin Luther King Jr Blvd

This Concluded the Public Agenda.

Council Comments

Memorial Adjournment

- Mr. James R. Harper
- Mr. John H. Dawson
- Ms. Debra Ann Atlas
- Mr. Peter Allen Nord
- Mr. Ausker James Dedeaux Sr.

Executive Session

Upon the advice of the General Counsel, Motion to enter closed session to determine the need for executive session, Moved By Myles Sharp, Seconded By Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

The Council entered closed session at 2:42 P.M. In attendance were Councilmembers: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, and Cara Pucheu, Mayor Billy Hewes, CAO Dr. John R. Kelly, General Counsel Hugh Keating, City Attorney Jeff Bruni, Director of Urban Development Greg Pietrangelo, Chief of Police Leonard Papania, Clerk of Council Ronda Cole (in at 2:44 P.M.), and Deputy Clerk of Council Brittany Rodgers. The Council discussed the need to enter executive session to discuss litigation and potential litigation.

Motion to exit closed session at 2:48 P.M., Moved By Kenneth Casey, Seconded By Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

General Counsel advised that there was a need to enter Executive Session to discuss matters relating to litigation and potential litigation. Upon advise of General Counsel, Motion to enter executive session at 2:48 P.M., Moved By Ron Roland, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

The Council entered executive session at 2:49 P.M. In attendance: Councilmembers: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp (out at 2:50 P.M. & in at 2:56 P.M.), and Cara Pucheu, Mayor Billy Hewes, CAO Dr. John R. Kelly, General Counsel Hugh Keating, City Attorney Jeff Bruni, Director of Urban Development Greg Pietrangelo, Clerk of Council Ronda Cole, and Deputy Clerk of Council Brittany Rodgers.

Motion to exit Executive Session at 3:16 P.M., Moved By Kenneth Casey, Seconded By Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

General Counsel Hugh Keating stated that no official action was taken in Executive Session.

Upon reconvening in an open meeting, the following actions were taken:

***Councilmember Sharp recused and removed himself from the chambers during the discussion and vote on this item.**

Motion to waive any potential conflict of interest that may exist respect to the law firm of Deutsch Kerrigan LLP and its attorneys in connection with the case of Jasmine Walker v. City of Gulfport, et al. in the County Court of Harrison County, First Judicial District, Mississippi and to authorize the City Attorney's Office to do any and all acts necessary to effectuate this waiver of conflict, Moved By Ella Holmes-Hines, Seconded by Ron Roland

Vote: Motion Carried By The Following Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Cara Pucheu

Recused: Myles Sharp

Absent: R.Lee Flowers

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn in memory of Mr. James R. Harper, Mr. John H. Dawson, Ms. Debra Ann Atlas, Mr. Peter Allen Nord, and Mr. Ausker James Dedeaux Sr., until February 6, 2018 at 1:30 P.M. for a Regular Council Meeting, Moved by Kenneth Casey, Seconded by Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: R.Lee Flowers

City Clerk

Mayor



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kourtney Wells
Purchasing

Date: 01/18/2018

Subject: Appointment - MEMA Designation of Applicant Agents form- for Hurricane Nate- to be made part of the minutes.

Recommendation:

DESIGNATION OF APPLICANT AGENT

BE IT RESOLVED BY: Council OF: City of Gulfport
Governing Body City, County, Other Entity

THAT Linda Elias, Kourtney Wells, Danny Meadors, City Clerk, Deputy City Clerk, Property Manager
Name of Designated Agent Official Position

ADDRESS: P.O. Box 1780, TELEPHONE (W) (H)
Gulfport, Ms 39502

is hereby authorized to execute for and in behalf of City of Gulfport
City, County, Other Entity

a public entity established under the laws of the State of Mississippi, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93-228), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized Representative.

PASSED AND APPROVED THIS _____ DAY OF _____ 20____.

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

CERTIFICATION

I, _____, duly appointed _____
Title

of, _____, do hereby certify that the above is a true and

correct copy of a resolution passed and approved by the Council
Governing Body

of City of Gulfport on the _____ day of _____, 20____.

DATE

SIGNATURE

LOCAL APPLICANT'S AGENT

Each city or county included in a Presidential disaster declaration under Public Law 93-228 and Public Law 100-707 may be eligible for federal assistance to repair or replace damaged public facilities (such as debris removal, evacuation, sand bagging, etc.). When this happens, the local government must designate an Applicant's Agent who will be authorized by the City Council/Board of Supervisors to represent the city or county with federal and state agencies managing these public assistance programs.

Much of the work of an Applicant's Agent will start as soon as the disaster occurs. To save time in the first few days following a disaster, MEMA recommends that the Applicant's Agent be designated BEFOREHAND. By doing this, the city or county will give the person selected a chance to become familiar with these programs and to establish local procedures and systems before the disaster occurs.

The City Council/County Board should be particularly selective in naming an Applicant Agent. The designation must be made by the action of the full body and should be recorded in the official record as any other ordinance or resolution would be. The City Council/County Board should carefully select a person who is able to perform the duties that will be assigned.

The person selected must also be able to spend the major amount of time required to do the job. Once the Applicant's Agent is selected the City Council or County Board must give their support and help.

In simplest terms, the Applicant's Agent will represent the local government in managing the city or county applications for federal disaster assistance funds. The agent will be the contact person for Federal and State agencies dealing with the disaster programs. This person will be responsible for managing federal funds provided for the community, for following state and local bid and contract procedures, for maintaining auditable records and for seeing that all work is accomplished before the completion dates are reached.

The position of Applicant's Agent is highly responsible and requires a good deal of time and strong managerial skills. The person selected must have the full confidence of the City Council/County Board and must be given sufficient authority to take the steps required under Federal regulations.

Some counties have appointed the Chancery Clerk, County Administrator, County Engineer, or Emergency Management Director, City Manager or others. The choice is entirely up to the governing body.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 01/30/2018

Subject: Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.

Recommendation:

Memorandum

To: Mayor Billy Hewes and Gulfport City Council

From: Greg Pietrangelo, Director
Department of Urban Development

Date: January 26, 2018

Re: Resolutions to declare property in a state of uncleanliness and a menace to the public health and safety of the community and to authorize lot clean-up and/or demolitions, and for the authority to advertise for bids to be presented to the City Council on the 6th day of February, 2018.

Please place the attached item on the Council agenda for February 6, 2018.

Subject: Code Enforcement Resolutions to Advertise for Bids for Lot Clean-ups and/or Demolitions.

The attached items have been routed through the following departments:

Approve

Disapprove

Dept. of Urban Development

✕

The items have been reviewed and approved by:

_____ Director of Urban Development

_____ CAO or Mayor _____

Memorandum - City of Gulfport

Department of Urban Development

Date: January 26, 2018

To: Mayor Billy Hewes
City Council Members

From: Code Enforcement

RE: Resolutions declaring property in a state of uncleanness to be a menace to the public health and safety of the community and authorizing lot clean-up and/or demolitions and for approval to advertise for bids to be presented on the 6th day of February, 2018, to the City Council:

WARD 1

- Parcel 1: 0711L-02-138.000. Lots 25-27, Blk. 18, Central Beach – 1319 Lewis Avenue. Demolish all structures including removal of steps, slabs, driveways and sidewalks. (G & K LLC)(Demo)
- Parcel 2: 0711L-02-129.000. Lots 1-2, Blk. 14, Central Beach - 1226 Lewis Avenue. Board up and secure all openings. Remove all trash and miscellaneous debris from site. (Buckner Est.)
- Parcel 3: 0711LG-02-049.000. Lots 8-9, Blk. 3, Quiet Shade Add. - 1611 Rhorer Avenue. Repair or remove inoperable vehicle(s). Remove all trash and miscellaneous debris from site. (Jefferson & McIntosh)

WARD 2

- Parcel 4: 0711I-02-004.000. Lot 3, Blk. 1, Hungerford Add. – 3404 12th Street. Remove all trash and miscellaneous debris and clutter from site. (Sherer)

WARD 3

- Parcel 5: 0811C-03-038.000. Lots 10-11, Blk. 49, Original Gulfport – 2407 23rd Avenue. Remove all trash and miscellaneous debris from site. (Adair Asset Mgmt. LLC)
- Parcel 6: 0810E-05-012.000. Lots 21-22, Blk. 375, North Gulfport – 4212 Kentucky Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (NGCLC)
- Parcel 7: 0810E-02-095.002. Lots 27-28, Blk. 326, North Gulfport Subd. In SE 1/4 of SW 1/4 – 4310 Indiana Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (NGCLC)
- Parcel 8: 0810E-02-061.000. Lots 6-9 Inc., Blk. 326, North Gulfport – Ohio Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (NGCLC)
- Parcel 9: 0810E-02-033.000. Lots 15-16, Blk. 316, North Gulfport – 2805 Monroe Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Hagen)
- Parcel 10: 0810E-02-017.000. Lots 23-27 Inc., Blk. 328, North Gulfport – 4412 East Railroad Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Walker)
- Parcel 11: 0810D-02-032.000. Lots 28-32 Inc., Blk. 145, North Gulfport – Tyler Street. Repair or remove inoperable vehicle(s). Cut and clean grounds and remove all trash and miscellaneous debris from site. (Buckhalter Et Al)
- Parcel 12: 0810E-01-042.000. Lots 31-32, Blk. 206, North Gulfport – Jackson Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Babin)
- Parcel 13: 0810E-01-006.000. S 1/2 of Lots 17-18 & 20 & all Lot 21, Blk. 255, North Gulfport – 4618 East Railroad Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (NGCLC)
- Parcel 14: 0810E-01-005.000. 4622 East Railroad Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Sipp Est.)
- Parcel 15: 0810C-02-090.000. Lots 22-23, Blk. 193, North Gulfport – 8298 Louisiana Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Gulf South Eq. Inv. LLC)

- Parcel 16: 0810C-01-017.000. Lots 25-32, Blk. 104, North Gulfport – Florida Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Oatis)
- Parcel 17: 0810F-01-067.000. Lots 31-32, Blk. 249, North Gulfport – 2012 MLK Jr. Blvd. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Palmer)

There came on for consideration at a meeting of the Mayor and members of the Council of the City of Gulfport, Mississippi, held on the **6th** day of **February, 2018**, the following Resolution:

A RESOLUTION OF THE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF GULFPORT FINDING AND ADJUDICATING THAT THE HEREIN DESCRIBED PARCELS OF LAND ARE IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND AUTHORIZING ADVERTISEMENT FOR BIDS TO HAVE LAND CLEANED AND TO ASSESS THE COSTS TO THE SAID PROPERTIES

WHEREAS, Mayor and members of the Council of the City of Gulfport finds, determines, and adjudicates, based upon the investigation of the City's Department of Urban Development Code Enforcement Division, that the parcels of land described below are in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, said properties, as described herein, are lying and being within the City of Gulfport, First Judicial District, Harrison County, Mississippi; and

WHEREAS, the parcels investigated by the Department of Urban Development Code Enforcement Division and recommended by them for adjudication as being parcels in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community are as follows:

WARD 1

- Parcel 1: 0711L-02-138.000. Lots 25-27, Blk. 18, Central Beach – 1319 Lewis Avenue. Demolish all structures including removal of steps, slabs, driveways and sidewalks. (G & K LLC)(**Demo**)
- Parcel 2: 0711L-02-129.000. Lots 1-2, Blk. 14, Central Beach - 1226 Lewis Avenue. Board up and secure all openings. Remove all trash and miscellaneous debris from site. (Buckner Est.)
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- Parcel 4: 0711I-02-004.000. Lot 3, Blk. 1, Hungerford Add. – 3404 12th Street. Remove all trash and miscellaneous debris and clutter from site. (Sherer)

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- Parcel 5: 0811C-03-038.000. Lots 10-11, Blk. 49, Original Gulfport – 2407 23rd Avenue. Remove all trash and miscellaneous debris from site. (Adair Asset Mgmt. LLC)
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- Parcel 8: 0810E-02-061.000. Lots 6-9 Inc., Blk. 326, North Gulfport – Ohio Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (NGCLC)
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- Parcel 12: 0810E-01-042.000. Lots 31-32, Blk. 206, North Gulfport – Jackson Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Babin)
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- Parcel 16: 0810C-01-017.000. Lots 25-32, Blk. 104, North Gulfport – Florida Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Oatis)
- Parcel 17: 0810F-01-067.000. Lots 31-32, Blk. 249, North Gulfport – 2012 MLK Jr. Blvd. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Palmer)

WHEREAS, the Mayor and members of the Council of the City of Gulfport further find, determine and adjudicate that advertisement for bids to clean the above referenced properties should be made in the form and manner by law provided; and

WHEREAS, the Mayor and members of the Council further find, determine and adjudicate that the cost of the demolition and lot cleanup shall not exceed the aggregate amount of \$20,000.00 per parcel shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi as other judgments are enrolled, and thereafter, the Tax Collector of the Municipality shall, upon order of the Mayor and members of the Council, proceed to sell the herein described land to satisfy said lien as now provided by law for the sale of land for delinquent municipal taxes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Clerk be and is hereby authorized to advertise for bids to

clean the property described above lying and being within the City of Gulfport, First Judicial District of Harrison County, Mississippi.

SECTION 3. That the cost of cleanup of the herein described property, including any penalty assessed, shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi, and thereafter, the Tax Collector of the City, shall, upon order of the Mayor and members of the Council, proceed to sell the land to satisfy said lien as now provided by law for the sale of lands delinquent municipal taxes.

Councilmember _____ moved the adoption of the Resolution, which motion was seconded by Councilmember _____. Upon being put to a roll call vote, the following ballots were cast:

YEAS:

NAYS:

ABSENT:

WHEREUPON the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT OF THE COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the _____ day of _____, 2018.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 01/26/2018

Subject: Resolution - approving Award and Agreement with Neel-Schaffer, Inc., for the Highway 49 and 18th Street Drainage Project, and authorizing the Mayor to execute the same.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2018, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AWARD TO NEEL-SCHAFFER, INC., FOR THE HIGHWAY 49 AND 18TH STREET DRAINAGE PROJECT, TO APPROVE AGREEMENT BETWEEN THE CITY OF GULFPORT AND NEEL-SCHAFFER, INC., TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the city desires to undertake a project for improvements to correct the drainage in the area of Highway 49 and 18th Street including Cardinal Flowers and former Petie's Eats Restaurant, a project that is funded 100% by the Mississippi Development Authority using Katrina Community Development Block Grants Funds; and

WHEREAS, pursuant to authority of this City Council, the City solicited proposals for engineering services to include environmental studies, field surveying, roadway/pedestrian design, permit coordination with KCS, preparation of construction plans and specifications, bidding, inspection services, and project closeout, and received proposals from seven (7) engineering firms; and

WHEREAS, following review of the seven (7) proposals received, the selection committee recommended that the contract for the aforementioned engineering services be awarded to Neel-Schaffer, Inc., of Jackson, Mississippi, for a cost of services not to exceed the amount of \$155,610.00, as recommended by Kris Riemann, P.E., City Engineer, as set forth in Exhibit "A" hereto, contingent on the approval of the Mississippi Development Authority; and

WHEREAS, the Council finds it is in the best interest of the City to award the contract for engineering services for the Highway 49 and 18th Street Drainage Project to Neel-Shaffer, Inc., and to

approve a contract with Neel-Shaffer, Inc., concerning the same (see Exhibit "A" attached hereto), contingent on the approval of the Mississippi Development Authority.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the award of the contract for engineering services to Neel-Shaffer, Inc., be and the same is hereby approved; and the proposed Agreement between Neel-Schaffer, Inc., and the City of Gulfport be and it is hereby approved, contingent on the approval of the Mississippi Development Authority, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 4. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this
the _____ day of _____, 2018.

APPROVED:

MAYOR

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Linda Elias, Finance

Wayne Miller, P.E., Public Works

From: Kris Riemann, P.E.

RKR

Date: 1/26/18

Re: Recommendation to Approve Engineering Services

- Highway 49 and 18th Street Drainage Project

- Mississippi Development Authority Project

Attached for your consideration is the Contract Agreement for Engineering Services with Neel-Schaffer, Inc. for the referenced project. The cost of these services shall not exceed \$155,610.00. The scope of the services includes, but is not limited to, environmental studies, field surveying, roadway/pedestrian design, permit coordination with KCS, preparation of construction plans and specifications, bidding, inspection services, and project closeout.

This project is designed to correct the drainage in area of Highway 49 and 18th Street including Cardinal Flower and Petie's Eats Restaurant. The project is funded 100% by the Mississippi Development Authority using Katrina Community Development Block Grants Funds.

I recommend approval, contingent on the approval of the Mississippi Development Authority. Please place this item on the February 6, 2018 Council Agenda.

Attachments:

1. Contract Agreement for Engineering Services
2. Recommendation from Connie Debenport Regarding the Consultant Selection Process

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: January 26, 2018

**Re: RFP for CE&I Services for Hwy 49 & 18th Street Drainage Project
Proposals Received 07/28/2017**

On July 28, 2017, the City of Gulfport received seven (7) submissions in response to the above mentioned RFP.

On September 8, 2017, the committee met to discuss, grade and determine if there was a need for interviews. The table below represents the completed grading process by the 3 selection committee members:

Grading Criteria	A.G Russell	Compton Eng.	Volkert	Neel Schaffer	Pickering Firm	W. Engineering	Machado/ Patano
1. Experience.	58	59	59	60	60	56	57
2. Qualifications.	60	60	60	60	60	57	60
3. Experience with public funding.	59	55	59	60	60	56	56
4. In-house capabilities.	59	58	56	58	60	51	60
5. Firm size and capability for expedited schedule	55	57	51	60	52	51	53
TOTAL POINTS	291	289	285	298	292	271	286

Based on the grading criteria as presented, the selection committee is requesting your approval to negotiate and present the contract at a later date. I have attached a copy of the RFP and the submittal from Neel-Schaffer for your review.

Thank you for your consideration

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

City of Gulfport

AND

NEEL-SCHAFFER, INC.

This is an Agreement made on _____, 2018,
between

the City of Gulfport, the **OWNER**, and **NEEL-SCHAFFER, INC.**, the **ENGINEER**.

The **OWNER** intends to provide Drainage Improvements on 18th Street at US 49 to Brickyard Bayou, which is described in more detail in **Exhibit A, Project Description**, and hereinafter called the "**Project**."

The **OWNER** and the **ENGINEER**, in consideration of the mutual covenants herein, agree with respect to the performance of professional engineering services by the **ENGINEER** with respect to the **Project** and the payment for these services by the **OWNER** as set forth herein.

SECTION 1 — BASIC SERVICES OF ENGINEER

1.1 **ENGINEER** shall provide for **OWNER** professional engineering services for all phases of the **Project** to which this **Agreement** applies as hereinafter provided. These services will include serving as **OWNER's** professional engineering representative for the **Project**, providing consultation and advice and furnishing customary engineering services.

1.2 By execution of this **Agreement**, **OWNER** authorizes **ENGINEER** to provide Basic Services for the Design Phase of the **Project** in accordance with **Exhibit B, "Scope of Design Phase Services."**

1.3 When authorized in writing by **OWNER**, **ENGINEER** shall provide Basic Services for the Construction Phase of the **Project** in accordance with **Exhibit C, "Scope of Construction Phase Services."**

SECTION 2 — ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by **OWNER**, **ENGINEER** shall provide, or obtain from other qualified persons or firms, Additional Services which are not included as part of the Basic Services specified in Section 1. Additional Services shall include, but are not limited to, the following:

2.1. Services resulting from material changes in the general scope, extent or character of the **Project** designed or specified by **ENGINEER** or its design including, but not limited to, changes in size, complexity, **OWNER's** schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond **ENGINEER's** control.

2.2. Preparing documents for alternate bids requested by **OWNER** for Contractor's work which is not executed or documents for out-of-sequence work.

2.3. Services resulting from the award of more than one separate prime contract for construction, materials or equipment for the **Project** unless multiple awards were contemplated and included as part of Basic Services in Section 1.

2.4. Assistance in connection with rebidding or renegotiating contracts for construction which involve modifying the Contract Documents to revise the **Project's** general scope, extent or character as

necessary to reduce or increase the Construction Cost to bring it within the cost limit.

2.5. Preparing to serve or serving as a consultant or witness for **OWNER** in any litigation, arbitration or other legal or administrative proceeding involving the **Project**.

2.6. Services in making revisions to Contract Documents occasioned by the acceptance of substitutions proposed by Contractor; and services after the award of the construction contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.7. Services resulting from significant delays in Project schedule which occurred through no fault of **ENGINEER**.

2.8. Additional or extended services during construction made necessary by (a) work damaged by fire or other cause during construction; (b) a significant amount of defective, neglected or delayed work of Contractor or supplier; (c) protracted or extensive assistance in the startup or utilization of any equipment or system; (d) acceleration of the progress schedule involving services beyond normal working hours; and (e) default or bankruptcy by Contractor.

2.9. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the **Project**.

2.10. Services during out-of-town travel required of **ENGINEER** other than visits to the **Project** site or **OWNER's** office.

2.11. Additional Services in connection with the **Project**, including services which are to be furnished by **OWNER** in accordance with Section 3 and services not otherwise provided for in Basic Services as specified in Section 1 of this **Agreement**.

SECTION 3 — OWNER's RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of **ENGINEER** and bear all costs incident thereto:

3.1. Designate in writing a person to act as **OWNER's** representative with respect to the services to be rendered under this **Agreement**. Such person shall have complete authority to transmit instructions, receive information, and interpret and define **OWNER's** policies and decisions with respect to **ENGINEER's** services for the **Project**.

3.2. Provide all criteria and full information as to **OWNER's** requirements for the **Project**, including design objectives and constraints; space,

capacity and performance requirements; and flexibility, expendability, and any budgetary limitations. Also furnish copies of design and construction standards which **OWNER** will require to be included in the Contract Documents.

3.3. Assist **ENGINEER** by placing at **ENGINEER's** disposal available information pertinent to the **Project** including previous reports; geotechnical information; utility locations; property descriptions, zoning, deed and other land use restrictions; and any other data relative to design or construction of the **Project**. **ENGINEER** shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the **OWNER**.

3.4. Arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this **Agreement**.

3.5. Examine studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER** and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.

3.6. Acquire property for easements and rights-of-way required for construction of the **Project**.

3.7. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **ENGINEER's** services, or any defect or nonconformance in the work of the **ENGINEER** or of any Contractor.

3.8 The **OWNER** shall promptly report to the **ENGINEER** any defects or suspected defects in the **ENGINEER's** services of which the **OWNER** becomes aware, so that the **ENGINEER** 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 contain a like requirement. Should legal liability for the defects exist, failure by the **OWNER** and the **OWNERS'** contractors or subcontractors to notify the **ENGINEER** shall relieve the **ENGINEER** of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

SECTION 4 — PERIOD OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for **ENGINEER's** services provided for elsewhere in this **Agreement**

have been agreed to in anticipation of the orderly and continuous progress of the **Project** through completion of all phases to which this **Agreement** applies. Specific periods of time and/or completion dates for rendering services are set forth in **Exhibit D, "Project Schedule."**

4.2. If **OWNER** requests modifications or changes in the scope, extent or character of the **Project**, or if periods of time and/or completion dates are exceeded through no fault of **ENGINEER**, the period of service and amount of compensation for **ENGINEER's** services shall be adjusted equitably.

4.3. In the event that the work designed or specified by **ENGINEER** is to be performed under more than one prime construction contract, the period of service and/or amount of compensation for **ENGINEER's** services shall be adjusted equitably unless multiple awards were contemplated and included as part of Basic Services in Section 1.

SECTION 5 — PAYMENTS TO ENGINEER

5.1. **Methods of Payment.** **OWNER** shall pay **ENGINEER** for Basic Services rendered under Section 1 and Additional Services rendered under Section 2 in accordance with the provisions of **Exhibit E, "Payments to Engineer."**

5.2. **Times of Payment.** **ENGINEER** shall submit monthly statements for Basic and Additional Services rendered. For lump sum and percentage methods of payment, statements will be based upon **ENGINEER's** estimate of the proportion of the total services actually completed at the time of billing. For cost-plus-fixed-fee method of payment, the amount of fixed fee billed will be based on the proportion of the costs incurred at the time of billing to the maximum allowable costs established for this **Agreement**. **OWNER** shall make prompt monthly payments in response to **ENGINEER's** monthly statements. Payment of any invoices by the **OWNER** shall be taken to mean that the **OWNER** is satisfied with the Engineer's services to the date of the payment and is not aware of any deficiencies in those services.

5.3. **Delinquent Payments.** The **OWNER** recognizes time is critical with respect to payment of the **ENGINEER's** statements, and that timely payment is a material part of the consideration of this **Agreement**. **ENGINEER's** statements shall be due and payable within 30 calendar days of statement date. If the **OWNER** fails to make payments; the **ENGINEER**, after giving seven days written notice to the **OWNER**, may suspend services until the **OWNER** has paid in full all amounts due for

services, expenses, and other related charges without recourse to the OWNER for loss or damage caused by such suspension. The OWNER waives any and all claims against the ENGINEER for any such suspension. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If OWNER objects to all or any portion of an invoice, OWNER shall notify the ENGINEER within 30 calendar days of the invoice date, identify the cause of the disagreement and pay when due that portion of the statement not in dispute. If OWNER fails to make any payment due ENGINEER for services and expenses, excepting any portion of the statement in dispute, within 30 calendar days after receipt of ENGINEER's statement, the amounts due ENGINEER shall include a charge at the rate of one percent (1%) per month from the 30th day unless special arrangements have been previously made and agreed to by both parties in writing. Payment will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. If ENGINEER brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if ENGINEER must either prosecute

or defend any action related to the subject matter of the Agreement, and prevails in such action, then ENGINEER shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.

5.4. **Termination Payment.** In the event of termination by OWNER or ENGINEER under Paragraph 6.2, OWNER shall pay ENGINEER for services and expenses provided to date of termination in accordance with the methods of payment specified in Paragraph 5.1. In addition, Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by OWNER.

5.5. **Records of Costs.** Records of costs pertinent to ENGINEER's compensation will be kept in accordance with generally accepted accounting principals. ENGINEER is only obligated to maintain these records for a period of three years following date of final payment for services rendered under this Agreement.

SECTION 6 — GENERAL TERMS AND CONDITIONS

6.1. Construction Cost.

6.1.1. **Opinions of Cost.** Since **ENGINEER** has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, **ENGINEER's** opinions of probable construction cost provided for herein are to be made on the basis of experience and qualifications and represent **ENGINEER's** best judgment as an experienced and qualified professional, generally familiar with the construction industry; but **ENGINEER** cannot and does not guarantee that proposals, bids or actual construction cost will not vary from opinions of probable cost prepared by **ENGINEER**.

6.1.2. **Construction Cost Budget.** If a construction cost budget is established by written agreement between **OWNER** and **ENGINEER** and specifically set forth in this **Agreement** as a condition thereto, the following will apply:

6.1.2.1. The acceptance by **OWNER** at any time during the provision of services under this **Agreement** of a revised opinion of probable construction cost in excess of the then established budget will constitute a corresponding revision in the construction cost budget to the extent indicated in such revised opinion.

6.1.2.2. Any construction cost budget so established will include a contingency of 10 percent unless another amount is agreed upon in writing.

6.1.2.3. **ENGINEER** will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the contract documents and to make reasonable adjustments in the extent of the **Project** to bring it within the budget.

6.1.2.4. If proposals or bids have not been obtained within six months after completion of the design phase, the established construction cost budget will not be binding on **ENGINEER**, and **OWNER** shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the design phase and the date on which proposals or bids are sought.

6.1.2.5. Use of an estimated or actual construction cost of the project as a basis of payment to the **ENGINEER** shall not be construed to mean that a construction cost budget has been established for the **Project**.

6.2. **Termination.** The obligation to provide further services under this **Agreement** may be terminated by either party upon 30 calendar days'

written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This **Agreement** may be terminated by **OWNER**, under the same terms, whenever **OWNER** shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by **ENGINEER** either before or after the termination date shall be reimbursed by **OWNER**.

6.3. **Suspension.** Upon written notice to the **ENGINEER**, the **OWNER** may suspend all or any part of the **ENGINEER's** work. Suspension for any reason exceeding 60 calendar days shall, at the **ENGINEER's** option, make this **Agreement** subject to re-negotiation or termination as provided for elsewhere in this **Agreement**. Any suspension shall extend the period of service in a manner that is satisfactory to both the **OWNER** and the **ENGINEER**.

6.4. **Ownership and Reuse of Documents.**

6.4.1. Contract Documents and reports prepared by **ENGINEER** pursuant to this **Agreement** shall be the property of the **ENGINEER**.

6.4.2. Contract Documents prepared or furnished by **ENGINEER** and **ENGINEER's** independent professional associates and consultants,

pursuant to this **Agreement** are instruments of service with respect to the **Project**. These documents are not intended or represented to be suitable for reuse by **OWNER** or others on extensions of the **Project** or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **OWNER's** sole risk and without liability or legal exposure to **ENGINEER**, or to **ENGINEER's** independent professional associates or consultants. **OWNER** shall indemnify and hold harmless **ENGINEER** and **ENGINEER's** independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle **ENGINEER** to further compensation at rates to be agreed upon by **OWNER** and **ENGINEER**.

6.5. **Insurance.**

6.5.1. **ENGINEER** agrees to maintain the following insurance coverages with the following available limits of insurance during the performance of **ENGINEER's** work hereunder:

6.5.1.1. Commercial General Liability insurance with standard ISO coverage and available limits of

\$1,000,000 per occurrence and \$2,000,000 general aggregate;

6.5.1.2. Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;

6.5.1.3. Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and

6.5.1.4. Professional Liability insurance covering ENGINEER's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.

6.6. ENGINEER shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to OWNER prior to the start of ENGINEER's work and annually upon renewal of coverage. ENGINEER shall cause OWNER to be named as an additional insured on ENGINEER's commercial general liability policy, which shall be primary and noncontributory. **Personnel and Facilities.** The ENGINEER has, or will secure at his own expense, personnel, equipment and other materials and supplies required to perform the services under this **Agreement** within the period of service set forth in Section 4.

ENGINEER may subcontract a portion of these services, but these Subcontractors shall be subject to written approval by the OWNER. Such personnel shall not be employees of nor have contractual relationship with the OWNER.

6.7. **Accounting System.** The ENGINEER shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles. The OWNER reserves the right to audit the ENGINEER's accounts which relate to services provided under this **Agreement**.

6.8. **Successors and Assigns.** Neither OWNER nor ENGINEER shall assign any interest in this **Agreement** without the prior written consent of the other and in no case shall assignment relieve assignor from liability under this **Agreement**. This **Agreement** shall bind the successors and legal representatives of both parties. Nothing in this **Agreement** shall give any rights or benefits to anyone other than OWNER and ENGINEER.

6.9. **Relationship.** The OWNER has retained ENGINEER to provide professional services. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other, nor is the relationship a

fiduciary relationship between ENGINEER and OWNER. The ENGINEER shall not be considered to be the agent of the OWNER. To the extent that OWNER is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the ENGINEER is not acting as a municipal advisor to the OWNER, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that ENGINEER's services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the OWNER is responsible for retaining an independent registered municipal advisor for such advice or recommendation.

6.10. **Standard of Care.** The ENGINEER will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document or otherwise.

6.11. **Indemnification.**

6.11.1. To the fullest extent permitted by law, the ENGINEER agrees to hold harmless and indemnify OWNER from and against liability arising out of ENGINEER's negligent act, error, or omission in the performance of professional services under this Agreement. It is specifically understood and agreed that in no case shall the ENGINEER be required to pay an amount disproportional to ENGINEER's adjudicated culpability, or any share of any amount levied to recognize more than actual economic damages.

6.11.2. To the fullest extent provided by law, the OWNER agrees to hold harmless and indemnify ENGINEER from and against liability arising out of OWNER's negligence. It is specifically understood and agreed that in no case shall the OWNER be required to pay an amount disproportional to OWNER's culpability, or any share of any amount levied to recognize more than actual economic damages.

6.11.3. In the event of joint or concurrent negligence of ENGINEER and OWNER, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence, error or omission, as the case may be, bears to the total negligence, error or

omission, as the case may be (including that of third parties), which caused the personal injury or property damage.

6.11.4. The **OWNER** shall not be liable to the **ENGINEER** and the **ENGINEER** shall not be liable to the **OWNER** for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the **OWNER**, or the **ENGINEER** or their employees, agents or subcontractors.

6.11.5 **ENGINEER's** indemnification obligation as set forth herein is expressly subject to and limited by the limitation of liability provision agreed upon by the **OWNER** and **ENGINEER** as set forth in Section 6.16 Risk Allocation of this Agreement.

6.12. **Compliance with Codes and Standards.** The **ENGINEER's** professional services shall exercise due professional care to incorporate those publicly announced federal, state and local laws, regulations, codes and standards that are applicable at the time the services are rendered. In the event of a change in a law, regulation, et al., the **ENGINEER** shall assess its impact. If, in the **ENGINEER's**

professional opinion, the impact is such to significantly affect the **ENGINEER's** compensation or the period of service, then the compensation and/or period of service can be renegotiated.

6.13. **Force Majeure.** Neither **OWNER** nor **ENGINEER** shall be liable for faults or delays caused by any contingency beyond his control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

6.14. **Separate Provisions.** If any provisions of this **Agreement** are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

6.15. **Risk Allocation.** In light of the relative risks and rewards of the parties, **OWNER** and **ENGINEER** have allocated the risks such that the **OWNER** agrees to limit the **ENGINEER's** liability to the **OWNER** and all contractors arising from this Agreement such that the total aggregate liability of the **ENGINEER** shall not exceed \$50,000 or the **ENGINEER's** total fee for services rendered on this project, whichever is greater.

6.16. **Waiver of Subrogation.** **OWNER** waives any rights or claims for damage to persons or property that it or any of its successors in interest or

insurers may have against ENGINEER for any claim or action arising out of ENGINEER's operations related to the Project or this Agreement, but only to the extent that such rights or claims for damages are covered by a policy of liability, casualty, property or other insurance, regardless of who procures such insurance

6.17. **Period of Repose.** Any applicable statute of limitations shall commence to run and any alleged course of action shall be deemed to have accrued not later than the completion of services to be performed by ENGINEER.

6.18. **Hazardous Materials.**

6.18.1. When hazardous materials are known, assumed or suspected to exist at a project site, ENGINEER is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. OWNER hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform ENGINEER in writing prior to initiation of services under this Agreement.

6.18.2. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. OWNER agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. ENGINEER agrees to notify OWNER as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. OWNER waives any claim against ENGINEER and agrees to indemnify, defend and hold ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER's encountering unanticipated hazardous materials or suspected hazardous materials. OWNER also agrees to compensate ENGINEER for any time spent and expenses incurred by ENGINEER in defense of any such claim.

6.19. **Subsurface Conditions and Utilities.**

6.19.1. The OWNER recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of ENGINEER, or ENGINEER's subconsultants, with appropriate equipment may fail to detect certain hidden conditions. The OWNER also recognizes that actual environmental, geological and geotechnical conditions that ENGINEER properly inferred to exist between

sampling points may differ significantly from those that actually exist.

6.19.2. **ENGINEER** will locate utilities which will affect the **Project** from information provided by the **OWNER** and utility companies and from **ENGINEER's** surveys. In that these utility locations are based, at least in part, on information from others, **ENGINEER** cannot and does not warrant their completeness and accuracy.

6.19.3. **OWNER** waives any claim against **ENGINEER** and agrees to indemnify, defend and hold **ENGINEER** harmless from any and all damage, liability or cost for any property damage, injury or economic loss arising from errors or inaccuracies of information related to subsurface investigations or underground utilities in Contract Documents prepared by **ENGINEER** or **ENGINEER's** subconsultants, except for damage caused by sole negligence of **ENGINEER**.

6.20. **Anticipated Change Orders.** **OWNER** recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in Contract Documents; that all details of a completed project are not intended to be covered in the Contract Documents; that a certain amount of errors, omissions, ambiguities and inconsistencies are to be expected in

Contract Documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the Contract Documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of Change Orders are to be expected. As long as **ENGINEER** provides services within professional standards and the standard of care of **ENGINEER's** profession in accordance with paragraph 6.10, **OWNER** agrees not to make any claim against **ENGINEER** for cost of these Change Orders unless these costs become a significant part of the construction contract amount. In no case will **OWNER** make claim against **ENGINEER** for costs incurred if the Change Order work is a necessary part of the **Project** for which **OWNER** would have incurred costs if work had been included originally in the Contract Documents unless **OWNER** can demonstrate that such costs were higher through issuance of the Change Order than they would have been if originally included in the Contract Documents in which case any claim of **OWNER** against **ENGINEER** will be limited to the cost increase and not the entire cost of the Change Order.

6.21. **Value Engineering.** If the **OWNER** retains the services of a **VALUE ENGINEER (VE)**

to review the Contract Documents prepared by the **ENGINEER**, it shall be at the **OWNER's** sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the **ENGINEER's** services. The **OWNER** shall promptly notify the **ENGINEER** of the identity of the **VE** and shall define the **VE's** scope of services and responsibilities for the **ENGINEER**. All recommendations of the **VE** shall be given to the **ENGINEER** for review, and adequate time will be provided to the **ENGINEER** to respond to these recommendations. If the **ENGINEER** objects to any recommendations made by the **VE**, it shall so state in writing to the **OWNER**, along with the reasons for objecting. If the **OWNER** requires the incorporation of changes in the Contract Documents to which the **ENGINEER** has objected, the **OWNER** agrees, to the fullest extent permitted by law, to waive all claims against the **ENGINEER** and to indemnify and hold harmless the **ENGINEER** from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, which arise in connection with or as result of the incorporation of such changes required by the **OWNER**. In addition, the **ENGINEER** shall be compensated for services necessary to incorporate recommended **VE** changes

into reports, drawings, specifications, bidding or other documents. The **ENGINEER** shall be compensated as Additional Services for all time spent to prepare for, review and respond to the recommendations of the **VE**. The **ENGINEER's** time for performance of its services shall be equitably adjusted.

6.22. Affirmative Action. During the performance of this **Agreement**, the **ENGINEER** agrees to take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin.

6.23. Conflicts. In the event of a conflict between the main text of this **Agreement** and any appendix thereof, provisions of the main text shall govern.

6.24. Governing Law. The laws of the State of Mississippi will govern the validity of this **Agreement**, its interpretations and performance, and remedies for any claims related to this **Agreement**.

6.25. Dispute resolution. All disputes, controversies or claims, or whatever kind or character, between the parties, their agents and/or principals, arising out of or in connection with the subject matter of this **Agreement**: shall be litigated in

no other venue other than the Circuit Court of Madison County, Mississippi or the United States District Court which includes within its geographical division Madison County, Mississippi; and shall be litigated only before a judge hearing the matter alone, as both finder of fact and law, without a jury. By entering into this **Agreement**, the parties knowingly, purposefully and intelligently agree to waive their individual rights to have any dispute, controversy or claim amongst them, to include the **OWNER's** individual shareholders, directors, and officers, decided, heard or adjudged by a trial by jury.

6.26. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.

6.27. **Entire Understanding of Agreement.** This **Agreement** represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. **OWNER** and **ENGINEER** hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents

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

6.28. **Nonwaiver.** No waiver by a party of any provision of this **Agreement** shall be deemed to have been made unless in writing and signed by such party.

6.29. **Course of Dealing.** **OWNER** and **ENGINEER** agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless **OWNER** or **ENGINEER** gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them

6.30. **Separate Provisions.** If any provisions of this **Agreement** are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

6.31. The **ENGINEER** authorizes
Janis Dinardo, Registered

Professional Engineer No. 17951 , in the State of Mississippi, to act on his behalf for this **Project**.

SECTION 7 — DEFINITIONS

As used herein, the following words and phrases have the meanings indicated, unless otherwise specified in various sections of this Agreement:

7.1. **Addenda.** Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or the Contract Documents.

7.2. **Agreement.** This contract including all exhibits and documents included by reference.

7.3. **Application for Payment.** The form accepted by **ENGINEER** which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

7.4. **Bid.** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the construction work to be performed.

7.5. **Change Order.** A document recommended by **ENGINEER** which is signed by Contractor and **OWNER** and authorizes an addition, deletion or revision in the construction work, or an adjustment in the contract price or the contract time,

issued on or after the effective date of the construction contract.

7.6. **Contract Documents.** The drawings and specifications, addenda, and other documents required to obtain bids from contractors for construction of the **Project**.

7.7. **Contractor.** The person, firm or corporation with whom **OWNER** has entered into a contract for construction of the **Project**.

7.8. **Construction Cost.** Total cost of entire **Project** to **OWNER** not including **ENGINEER's** compensation and expenses, cost of land and rights-of-way, or compensation for or damages to properties, unless this **Agreement** so specifies; nor will it include **OWNER's** legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the **Project** or the cost of services to be provided by others to **OWNER** pursuant to Section 3 of this **Agreement**.

7.9. **Direct Labor Costs.** Salaries and wages paid to **ENGINEER's** personnel engaged directly on the **Project**, including engineers, draftsmen, technicians, designers, surveyors, resident project representatives and other technical and administrative personnel; but does not include indirect payroll related costs or fringe benefits.

7.10. **Drawings.** The drawings which show the character and scope of the **Project** and which have been prepared or approved by **ENGINEER** and are referred to in the Contract Documents.

7.11. **Reimbursable Expenses.** Actual expenses incurred by **ENGINEER** directly in connection with providing services for the **Project**. These include, but are not limited to, transportation and subsistence; reproduction and printing; communications; postage and express mail; equipment rental; and expense of computers and other specialized equipment.

7.12. **Resident Project Representative.** The authorized representative of **ENGINEER** who is assigned to the construction site or any part thereof for the purpose of observing the performance of the work of the Contractor.

7.13. **Shop Drawings.** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the work and all illustrations, brochures, standard schedules and other information prepared by a Supplier and submitted by Contractor to illustrate material or equipment for some portion of the **Project**.

Specifications. Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the **Project** and certain administrative details applicable thereto.

7.14. **Subcontractor.** An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the **Project** at the site.

7.15. **Supplier** A manufacturer, fabricator, supplier, distributor, material man or vendor of products or equipment used in construction of the project.

SECTION 8 — SPECIAL PROVISIONS AND EXHIBITS

8.1. This **Agreement** is subject to the following Special Provisions.

8.2. The following Exhibits are attached to and made a part of this **Agreement**.

8.2.1. Exhibit A, "Project Description."

8.2.2. Exhibit B, "Scope of Design Phase Services."

8.2.3. Exhibit C, "Scope of Construction Phase Services."

8.2.4. Exhibit D, "Project Schedule."

8.2.5. Exhibit E, "Payments to Engineer."

8.2.6. Attachment A, "Exhibit "A": Special Contract Provisions For Federally-Assisted Non-Construction Contracts."

8.2.7. Attachment B, "Section 3 Special Federal Contract Provisions 24 CFR Part 135."

8.2.8. Attachment C, "Certification of Contractor Regarding Executive Order 12989 E-Verify."

8.3. This **Agreement**, consisting of Pages 1 to 19, inclusive, together with the Exhibits identified above, constitutes the entire agreement between **OWNER** and **ENGINEER** and supersedes all prior written and oral understandings. This **Agreement** and said Exhibits may only be amended, supplemented, modified or canceled through a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

OWNER: _____

BY: _____

TITLE: _____

WITNESS: _____

ENGINEER: NEEL-SCHAFFER, INC.

BY: *[Signature]*

TITLE: *Vice President*

WITNESS: *Nancy Chan*

EXHIBIT A

PROJECT DESCRIPTION

The scope of services to be provided by the engineer include:

Phase 1: Topographic Survey (Subcontractor). Review available data which may be pertinent to the project to determine limits of required drainage work. Perform topographic survey within right of way limits. Perform drafting for the preparation of plan sheets with topographical data (\$15,000)

Phase 2: KCS Railroad Permit (Subcontractor). Field survey – as necessary to obtain existing conditions for site plan required for permit application. Preparation of Permit Application. Coordination with KCS as needed during permit process (\$5,000)

Phase 3: Environmental Review. An environmental review for a categorical exclusion will be conducted to include preparation of federal and state agency concurrence letters including the U.S. Fish and Wildlife Service and MS Department of Fisheries and Wildlife (listed species); U.S. Army Corps of Engineers and MS Department of Marine Resources (wetlands); U.S. Department of Agriculture (prime farmland); MS Department of Archives and History and the State Tribal Historic Preservation Officer (cultural resource); Federal Emergency Management Agency (flood zones); and Environmental Protection Agency and MS Department of Environmental Quality (stormwater). Engineer will conduct a wetlands delineation survey of the property to assess for wetland areas based on soil types, vegetation, and hydrology. Prior to the field visit, topographic, soil, National Wetlands Inventory (NWI), and aerial maps will be researched and prepared for a working description of the site. Upon completion of the survey, data sheets, a final report, and site maps will be prepared summarizing the findings of the delineation and forwarded to you and released to the U.S. Army Corps of Engineers (USACE) Mobile District upon Owner approval. (\$8,000)

Phase 4: Conceptual Design. Perform field reconnaissance of the project area. Conduct hydraulic analysis. Determine required drainage improvements. Prepare and submit conceptual (10%) plans including layouts, preliminary right-of-way needs, outline specifications and opinion of probable construction cost. (\$13,625)

Phase 5: Preliminary Design: Modify conceptual design documents as necessary to reflect Owner's comments. Prepare preliminary design documents consisting of preliminary drawings and any additional technical specifications required. Locate existing utilities which will affect the project and meet with representative of utility companies to resolve issues. Investigate environmental permitting requirements and provide wetlands delineation if needed. Coordinate with utility companies and provide plans for review and comment. Discuss project with MDOT and Kansas City Southern Railroad for general approval. Field-check preliminary drawings. Prepare a preliminary opinion of probable construction cost and submit with preliminary (70%) drawings and specifications. (\$41,330)

Phase 6: Final Design: Modify preliminary design documents as necessary to reflect Owner's comments. Perform detailed design to prepare final design documents to include final construction drawings, specifications and contract documents. Prepare and submit documents needed for filing applications for permits with or obtaining approvals from governmental authorities having jurisdiction to review or approve the final design of the project. Advise Owner of any adjustments to the opinion of probable construction cost. Submit final bid-ready drawings and specifications. (\$18,661)

Phase 7: Bidding Phase: Assist Owner in advertising for and obtaining bids for the Work, maintain a record of prospective bidders to whom bidding documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents. Issue Addenda as appropriate to clarify, correct, or change bidding documents. Attend bid opening, prepare bid tabulation sheets and assist Owner in evaluating bids and assembling and awarding contracts for the work. (\$5,500)

Phase 8: Construction Administration: Attend a pre-construction meeting with the Owner and Contractor. Review and comment on all construction submittals (change orders, RFI's, etc.) from the Contractor. Prepare documentation for contract modifications required to implement modifications in the design of the project. Conduct a substantial completion review of the projects. Recommend final acceptance for the work when acceptable. (\$7,410)

Phase 9: Resident Project Representation. Furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of Work. RPR shall review the progress schedule, schedule of shop drawing and sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability. Attend meetings with the Contractor and prepare meeting minutes. Review work and reject defective work. Observe, record and report appropriate details relative to inspections and tests. Prepare a daily report and maintain project files. Review applications for payment with contractor and forward with recommendations to Engineer. Participate in substantial completion and final inspections. Observe whether all items on the final list have been completed or corrected. (\$37,800)

Phase 10: Project Closeout. Ensure completion of system testing, RFI, Change Request close out and supporting documentation adequacy. Ensure required testing is conducted and approved. Ensure as-builts are completed. Final approval on acceptance of punch list and close out materials. Terminate permit coverage. Retention of records. (\$3,284)

EXHIBIT B

SCOPE OF DESIGN PHASE SERVICES

1 CONCEPTUAL AND PRELIMINARY DESIGN PHASE

After execution of the Agreement, the Preliminary Design Phase will be initiated and the **ENGINEER** shall:

- 1.1 Consult with the **OWNER** to clarify and define the **OWNER's** requirements for the Project.
- 1.2 Assemble and review available data which may be pertinent to the Project.
- 1.3 Make surveys needed for design of the Project, including locating utilities which are visually apparent. Establish horizontal and vertical control as necessary for construction of the Project.
- 1.4 An environmental review for a categorical exclusion will be conducted to include preparation of federal and state agency concurrence letters including the U.S. Fish and Wildlife Service and MS Department of Fisheries and Wildlife (listed species); U.S. Army Corps of Engineers and MS Department of Marine Resources (wetlands); U.S. Department of Agriculture (prime farmland); MS Department of Archives and History and the State Tribal Historic Preservation Officer (cultural resource); Federal Emergency Management Agency (flood zones); and Environmental Protection Agency and MS Department of Environmental Quality (stormwater).
- 1.5 Identify and analyze requirements of governmental authorities having jurisdiction to approve the Project with whom consultation is to be undertaken in connection with the Project.
- 1.6 Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
- 1.7 Develop criteria for rights-of-way, working easements and permanent easements. Indicate preliminary rights-of-way and easement requirements on drawings. Determine apparent ownership of property where easements are required.
- 1.8 Locate telephone, electric power, gas, water, sewer and other utilities which will affect the Project from information provided by the **OWNER** and utility companies and from the **ENGINEER's** surveys. In that these utility locations are based, at least in part, on information from others, the **ENGINEER** cannot and does not warrant their completeness or accuracy.
- 1.9 Based on the information contained in the preliminary design documents, prepare an opinion of probable construction costs.
- 1.10 Furnish one copy of above preliminary design documents to **OWNER** for review
- 1.11 Schedule progress meetings as required to effectively coordinate with the **OWNER**; prepare minutes of these progress meetings; and prepare a design progress report monthly for the preceding month's work which shall accompany the **ENGINEER's** monthly statement.
- 1.12 The **ENGINEER's** services under the Conceptual and Preliminary Design Phase will be considered complete no later than 30 days after the date when preliminary design documents are delivered to the **OWNER** plus such additional time as may be considered reasonable for

obtaining approval of governmental authorities having jurisdiction to approve the preliminary design documents, if such approval is to be obtained during the Conceptual and Preliminary Design Phase.

2 FINAL DESIGN PHASE

After receiving written authorization to proceed with the Final Design Phase, the **ENGINEER** shall:

- 2.1 Modify preliminary design documents as necessary to reflect **OWNER's** comments.
- 2.2 Perform detailed design.
- 2.3 On the basis of approved preliminary design documents (including **OWNER's** comments) and detailed design, prepare final design documents to include final construction drawings, specifications and contract documents.
- 2.4 Conduct plan-in-hand inspection of the project site with **OWNER** and representatives of governmental agencies which may have jurisdiction over the Project.
- 2.5 Meet as necessary with representatives of utility companies to resolve utility issues.
- 2.6 Prepare a project notebook containing copies of all design calculations, equipment and component data sheets, manufacturer's catalog cuts, survey books/notes, correspondence and other information.
- 2.7 Based on information contained in the final design documents, prepare a revised opinion of probable construction costs.
- 2.8 Provide technical criteria, written descriptions and design data for **OWNER's** use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project and assist **OWNER** in consultations with appropriate authorities.
- 2.9 Furnish one set of the above final design documents to the **OWNER** for review and approval
- 2.10 Schedule progress meetings as required to effectively coordinate with the **OWNER**; prepare minutes of these progress meetings; and prepare a design progress report monthly for the preceding month's work which shall accompany the **ENGINEER's** monthly statement.
- 2.11 The **ENGINEER's** services under the Final Design Phase will be considered complete at the earlier of (1), the date when the final design documents have been accepted by the **OWNER**, or (2), 30 days after the date when the final design documents are delivered to the **OWNER** for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the final design documents if such approval is to be obtained during the Final Design Phase.

EXHIBIT C

SCOPE OF CONSTRUCTION PHASE SERVICES

1 BIDDING AND CONTRACTING PHASE

After the **OWNER** has authorized the project for bidding, the Bidding and Contracting Phases will be initiated and the **ENGINEER** shall:

- 1.1 Prepare and issue Contract Documents to prospective bidders, and maintain a record of their issuance.
- 1.2 Prepare and issue Addenda as appropriate to interpret, clarify, correct or expand Contract Documents to each known procurer of the Contract Documents.
- 1.3 Provide information on the general scope, unusual conditions and desired sequence of construction as requested by procurers of Contract Documents.
- 1.4 Conduct a pre-bid conference if requested by the **OWNER**.
- 1.5 Assist the **OWNER** in advertising for and obtaining bids for the contract for construction.
- 1.6 Consult with and advise the **OWNER** as to the acceptability of subcontractors, suppliers, and other persons or organizations proposed by the prime Contractor as required by the Contract Documents.
- 1.7 Consult with and advise the owner as to the acceptability of substitute materials and equipment proposed by the Contractor when substitution prior to the award of contracts is allowed by the Contract Documents.
- 1.8 Attend the bid opening, prepare bid tabulation sheets and assist owner in evaluating bids.
- 1.9 Assist the **OWNER** in the preparation of the documents necessary to complete the award.
- 1.10 Conduct a preconstruction conference.
- 1.11 The Bidding and Contracting Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

2 CONSTRUCTION PHASE

General Administration of Construction Contract.

- 2.1 The **ENGINEER** shall consult with and advise **OWNER** and act as **OWNER'S** representative; shall issue all instructions of **OWNER** to Contractor; and shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder.

2.2 Visits to Site and Observation of Construction.

- 2.2.1 The **ENGINEER** shall make visits to the site at intervals appropriate to the various stages of construction as he deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, the **ENGINEER** shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep **OWNER** informed of the progress of the work. The purpose of the **ENGINEER'S** visits to the site will be to enable him to carry out the duties and responsibilities assigned to and undertaken by him during the Construction Phase, and, in addition, through his experience as a qualified design professional, to provide for **OWNER** a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, the **ENGINEER** shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work; nor shall the **ENGINEER** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, the **ENGINEER** can neither guarantee the performance of the construction contract by Contractor nor assume responsibility for Contractor's failure to furnish and perform his work in accordance with the Contract Documents.
- 2.2.2 Defective Work. During such site visits and on the basis of such observations, the **ENGINEER** may recommend to the **OWNER** disapproval or rejection of Contractor's work if the **ENGINEER** believes that such work will not produce a completed Project which conforms generally with the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 2.2.3 Clarifications and Interpretations; Change Orders. The **ENGINEER** shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. In connection therewith, if appropriate, the **ENGINEER** shall recommend Change Orders to **OWNER** and shall prepare Change Orders as required.
- 2.2.4 Shop Drawings. The **ENGINEER** shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

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- 2.2.5 Substitutes. The **ENGINEER** shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- 2.2.6 Inspections and Tests. The **ENGINEER** shall have authority, as **OWNER'S** representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 2.2.7 Applications for Payment. Based on the **ENGINEER'S** on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules:
- 2.2.7.1 The **ENGINEER** shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to **OWNER**, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the **ENGINEER'S** knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents. In the case of unit price work, the **ENGINEER'S** recommendations of payment will include final determinations of quantities and classification of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- 2.2.7.2 By recommending any payment, the **ENGINEER** shall not thereby be deemed to have represented that on-site observations made by the **ENGINEER** to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to the **ENGINEER** in this Agreement and the Contract Documents. The **ENGINEER'S** review of Contractor's work for the purposes of recommending payments will not impose on the **ENGINEER** responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on the **ENGINEER** to make any examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to **OWNER** free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between **OWNER** and Contractor that might affect the amount that should be paid.
- 2.2.8 Contractor's Completion Documents. The **ENGINEER** shall receive, review and transmit to **OWNER** with written comments maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of the Contract Documents); and shall transmit them to **OWNER** with written comments.

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- 2.2.9 Substantial Completion. Following notice from Contractor that Contractor considers the entire work ready for its intended use, the **ENGINEER** and **OWNER**, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If, after considering any objections of **OWNER**, the **ENGINEER** considers the work substantially complete, the **ENGINEER** shall deliver a certificate of substantial completion to **OWNER** and Contractor.
- 2.2.10 Final Notice of Acceptability of the Work. The **ENGINEER** shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that the **ENGINEER** may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the **ENGINEER** shall also provide a notice that the work is acceptable to the best of the **ENGINEER's** knowledge, information and belief and based on the extent of the services performed and furnished by the **ENGINEER** under this Agreement.
- 2.2.11 Record Documents. Upon completion of the work, the **ENGINEER** shall compile for and deliver to the **OWNER** a complete set of record documents conforming to information furnished to the **ENGINEER** by the Contractor. This set of documents shall consist of record specifications and reproducible record drawings showing the reported location of the work. In that record documents are based on information provided by others, the **ENGINEER** cannot and does not warrant their accuracy.
- 2.2.12 Limitation of Responsibilities. The **ENGINEER** shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization at the site or otherwise furnishing or performing any of the work. The **ENGINEER** shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.
- 2.2.13 Progress Meetings and Reports. During construction, the **ENGINEER** will schedule and conduct monthly progress meetings with the **OWNER**, Contractor and appropriate subcontractors, if any, to discuss progress, scheduling problems, conflicts and observations of all parties involved. The **ENGINEER** shall also prepare minutes of the meeting. The **ENGINEER** shall also prepare a construction progress report monthly which shall be submitted to **OWNER** by the 10th day of each month for the preceding month's work. This report shall accompany the Contractor's and the **ENGINEER'S** monthly payment requests.
- 2.2.14 Duration of Construction Phase. The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by the **ENGINEER** of final payment and submission of record documents to **OWNER**.
- 3** **RESIDENT PROJECT REPRESENTATIVE**
- 3.1 The **ENGINEER** shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist the **ENGINEER** in observing progress and quality of the work of the Contractor.

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- 3.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, the **ENGINEER** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the work of the Contractor; but, the furnishing of such services will not make the **ENGINEER** responsible for or give him control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the Contract Documents.
- 3.3 The duties and responsibilities of the RPR are limited to those of the **ENGINEER** in his agreement with the **OWNER** and in the construction Contract Documents, and are further limited and described as follows:
- 3.3.1 General Duties: RPR is the **ENGINEER'S** agent at the site and will act as directed by and under the supervision of the **ENGINEER** and will confer with the **ENGINEER** regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the **ENGINEER** and Contractor keeping **OWNER** advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with **OWNER** with the knowledge of and under the direction of the **ENGINEER**.
- 3.3.2 Specific Duties and Responsibilities of RPR
- 3.3.2.1 Schedules. Review the progress schedule and schedule of Shop Drawing submittals prepared by Contractor and consult with the **ENGINEER** concerning acceptability.
- 3.3.2.2 Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 3.3.2.3 Liaison: Serve as the **ENGINEER'S** liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist the **ENGINEER** in serving as **OWNER'S** liaison with Contractor when Contractor's operations affect **OWNER'S** on-site operations.
- 3.3.2.4 Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the work.
- 3.3.2.5 Shop Drawings and Samples: Record date of receipt of Shop Drawings and samples.
- 3.3.2.5.1 Receive samples which are furnished at the site by Contractor, and notify the **ENGINEER** of availability of samples for examination.
- 3.3.2.5.2 Advise the **ENGINEER** and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by the **ENGINEER**.

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- 3.3.2.6 Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site observations of the work in progress to assist the **ENGINEER** in determining if the work is in general proceeding in accordance with the Contract Documents.
- 3.3.2.6.1 Report to the **ENGINEER** whenever RPR believes that any work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the **ENGINEER** of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 3.3.2.6.2 Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to the **ENGINEER** appropriate details relative to the test procedures and startups.
- 3.3.2.6.3 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report these results to the **ENGINEER**.
- 3.3.2.7 Interpretation of Contract Documents. Report to the **ENGINEER** when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the **ENGINEER**.
- 3.3.2.8 Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to the **ENGINEER**. Transmit to Contractor in writing decisions as issued by the **ENGINEER**.
- 3.3.2.9 Records: Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all addenda, Change Orders, additional Drawings issued subsequent to the execution of the contract, the **ENGINEER'S** clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
- 3.3.2.9.1 Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the job site, weather conditions, data relative to questions of Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the **ENGINEER**.
- 3.3.2.9.2 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- 3.3.2.9.3 Reports: Furnish the **ENGINEER** periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.

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- 3.3.2.10 Consult with the **ENGINEER** in advance of scheduled major tests, inspections or start of important phases of the work.
- 3.3.2.11 Draft and recommend to the **ENGINEER** proposed Change Orders, obtaining backup material from Contractor.
- 3.3.2.12 Report immediately to the **ENGINEER** and **OWNER** the occurrence of any accident.
- 3.3.2.13 Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for submission and forward with recommendations to the **ENGINEER**, noting particularly the relationship of the payment requested to the work completed and materials and equipment delivered at the site but not incorporated in the work.
- 3.3.2.14 Certificates, Maintenance and Operation Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the **ENGINEER** for review and forwarding to **OWNER** prior to final payment for the work.
- 3.3.2.15 Completion: Before the **ENGINEER** certifies substantial completion, submit to Contractor a list of observed items requiring completion or correction.
- 3.3.2.16 Observe whether Contractor has performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
- 3.3.2.17 Conduct a final inspection in the company of the **ENGINEER**, **OWNER**, and Contractor and prepare a final list of items to be completed or corrected.
- 3.3.2.18 Observe whether all items on final list have been completed or corrected and make recommendations to the **ENGINEER** concerning acceptance.
- 3.4 Limitations of Authority of the Resident Project Representative: Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by the **ENGINEER**.
- 3.4.1 Shall not exceed limitations of the **ENGINEER'S** authority as set forth in the Contract Documents and this Agreement.
- 3.4.2 Shall not undertake any of the responsibilities of Contractor, subcontractors, suppliers or Contractor's superintendent.
- 3.4.3 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- 3.4.4 Shall not advise on, issue directions regarding to, or assume control over safety precautions and programs in connection with the work.

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- 3.4.5 Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
- 3.4.6 Shall not authorize **OWNER** to occupy the Project in whole or in part.
- 3.4.7 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the **ENGINEER**.

EXHIBIT D

PROJECT SCHEDULE

The time periods for performance of Basic Services specified in Section 1 and Exhibit B, "Scope of Design Phase Services", and Exhibit C, "Scope of Construction Phase Services", are stipulated as indicated below:

- 1.1 Topographical and Conceptual Design services will be completed and **ENGINEER's** documentation and opinion of probable construction costs submitted within 60 days following execution of this **Agreement**.
- 1.2 Preliminary Design Phase services will be completed and **ENGINEER's** documentation and opinion of probable construction costs submitted within 45 days following execution of this **Agreement**.
- 1.3 Final Design Phase services will be completed and **ENGINEER's** documentation and revised opinion of probable construction costs submitted within 90 days following **OWNER's** review of Preliminary Design Phase documents and subsequent written authorization to proceed with Final Design Phase.
- 1.4 Bidding and Contracting Phase services will begin when **OWNER** authorizes the **Project** for bidding and end with holding of the preconstruction conference.
- 1.5 Construction Phase services will begin with issuance of notice to proceed to the **Contractor** and will extend for a period of time including the **Contractor's** time for performance as specified in the Contract Documents and an additional 30 days to prepare and process completion documents and record drawings.

City of Gulfport Hwy 49 @ 18th Street and 29th Avenue Drainage Improvements Schedule Neel-Schaffer 9/28/2017																	
			2017					2018									
Phase	Description	Weeks	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	Topographic Survey	6	■	■													
2	Conceptual Design	2		■													
3	Preliminary Design	6			■	■	■										
4	Final Design	12				■	■	■	■	■							
5	Permitting and Bid	6							■	■	■						
6	Award	2									■						
7	Construction	24									■	■	■	■	■	■	■
8	Closeout	2															■
60																	

NEEL-SCHAFFER, INC.

Steve Twedt

Steve Twedt, PE
Vice-President

EXHIBIT E

PAYMENTS TO ENGINEER

1.1 For Basic Services

Owner will pay **ENGINEER** for Basic Services rendered under Section 1, as supplemented by Exhibit B, "Scope of Design Phase Services" and Exhibit C, "Scope of Construction Phase Services", the following amounts:

- 1.1.1 For Topographic Survey. *A not to exceed fee of \$15,000. **ENGINEER** shall submit a statement for this amount upon completion of Topographic Survey Phase. **OWNER** shall make payment to **ENGINEER** for their services within 120 days of completion.*
- 1.1.2 For KCS Railroad Permit. *A not to exceed fee of \$5,000. **ENGINEER** shall submit a statement for this amount upon completion of KCS Railroad Permit. **OWNER** shall make payment to **ENGINEER** for their services within 120 days of completion.*
- 1.1.3 For Environmental Review. *A not to exceed fee of \$8,000. **ENGINEER** shall submit a statement for this amount upon completion of Environmental Review Documents. **OWNER** shall make payment to **ENGINEER** for their services within 120 days of completion.*
- 1.1.4 For Conceptual Design Phase. *A not to fee of \$13,625. **ENGINEER** shall submit a statement for this amount upon completion of Basic Services for Preliminary Design Phase. **OWNER** shall make payment to **ENGINEER** for their services upon authorization from **OWNER** to proceed with Basic Services for Preliminary Design Phase; or within 120 days of completion of Conceptual Design Phase, whichever occurs first.*
- 1.1.5 For Preliminary Design Phase. *A not to exceed fee of \$41,330. **ENGINEER** shall submit a statement for this amount upon completion of Basic Services for Preliminary Design Phase. **OWNER** shall make payment to **ENGINEER** for their services upon authorization from **OWNER** to proceed with Basic Services for Final Design Phase; or within 120 days of completion of Preliminary Design Phase, whichever occurs first.*
- 1.1.6 For Final Design Phase. *A not to exceed fee of \$18,661. **ENGINEER** shall submit a statement for this amount upon completion of Basic Services for Final Design Phase. **OWNER** shall make payment to **ENGINEER** for their services upon authorization from **OWNER** to proceed with Basic Services for Bidding Phase; or within 120 days of completion of Final Design Phase, whichever occurs first.*
- 1.1.7 For Bidding Phase. *A not to exceed fee of \$5,500. **ENGINEER** shall submit a statement for this amount upon completion of Basic Services for Bidding Phase. **OWNER** shall make payment to **ENGINEER** for their services upon authorization from **OWNER** to proceed with Basic Services for Construction Phase; or within 120 days of completion of Bidding Design Phase, whichever occurs first.*

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- 1.1.8 For Construction Administration Phase, *A not to exceed fee of \$7,410. ENGINEER shall submit a statement for this amount upon completion of Basic Services for Construction Administration Phase. OWNER shall make payment to ENGINEER for their services within 120 days of completion of Construction Phase.*
- 1.1.9 For Resident Project Representation Phase, *A not to exceed fee of \$37,800. ENGINEER shall submit a statement for this amount upon completion of Basic Services for Construction Phase. OWNER shall make payment to ENGINEER for their services within 120 days of completion of Construction Phase.*
- 1.1.10 For Closeout Phase, *A not to exceed fee of \$3,284. ENGINEER shall submit a statement for this amount upon completion of Basic Services for Construction Phase. OWNER shall make payment to ENGINEER for their services within 120 days of completion of Closeout Phase.*
- 1.1.11 Payments to **ENGINEER** by **OWNER** are not contingent on any factor except **ENGINEER's** ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Payments to **ENGINEER** by **OWNER** specifically are not contingent on **OWNER's** receipt of grants for the **Project** or **OWNER's** decision to suspend or cancel the **Project**.

Design

[illegible]

NEEL-SCHAFER, INC.
2017 RATE SCHEDULE FOR PROFESSIONAL SERVICES
CITY OF GULFPORT

POSITION	HOURLY RATE
Principal Engineer	\$135.00
Senior Professional Engineer (held P.E. License minimum of 5 Years)	\$115.00
Project Engineer (Licensed P.E.)	\$97.00
Senior Project Manager	\$105.00
Project Engineer	\$75.00
Professional Land Surveyor	\$80.00
Survey Crew Chief	\$47.00
Instrument Person	\$35.00
Senior CAD Technician (minimum 15 Years' Experience)	\$80.00
CAD Technician	\$50.00
Clerical	\$43.00
Resident Project Representative	\$70.00
Engineer/Specification Technician	\$50.00

ATTACHMENT A

**Exhibit "A":
Special Contract Provisions
For Federally-Assisted Non-Construction Contracts**

INTRODUCTION

This project/contract is being financially supported by federal funds awarded by the U.S. Department of Housing and Urban Development under the Entitlement Community Development Block Grant (CDBG), Home Investment Partnership Program, funded directly to the City of Gulfport, or the Katrina Supplemental Community Development Block Grant Program funded through Mississippi Development Authority. The City of Gulfport Community Development Department administers the local CDBG/HOME Programs. *(Required by Title 24 of the Code of the Federal Register as well as other selected contract provisions required by the City of Gulfport for CDBG/KCDBG/HOME assisted grants/projects/activities).*

The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety, and made an integral part hereof.

The following conditions take precedence over any conflicting conditions in the contract:

SEC. 1. APPLICATION TO SUBCONTRACTORS. No money under this contract shall be disbursed by the Contractor/Consultant to any sub-contractor or agency except pursuant to a written contract which incorporates the conditions listed below to the extent they are applicable.

SEC. 2. DEFINITIONS. As used in this contract:

"HUD" means the Secretary of Housing and Urban Development or person(s) authorized to act on his behalf.

"City" means the Mayor and Council Members of the City of Gulfport or person(s) authorized to act on their behalf.

"MDA" means the Mississippi Development Authority or person(s) authorized to act on their behalf.

"Act" means Title I of the Housing and Community Development Act of 1974, as amended, unless otherwise specified.

SEC. 3. ACCESS TO RECORDS AND RECORDS RETAINAGE

The Contractor/Consultant shall comply with Retention and Access Requirements for Records (24 CFR Part 85.42) and State of Mississippi records access and retention requirements, to wit:

- A. **Records to be Kept.** Records shall be maintained in accordance with requirements prescribed by HUD or the City with respect to all matters covered by this contract. Except as otherwise authorized by HUD, such records shall be maintained for a period of five (5) years after receipt of the final payment under this contract.
- B. **Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents. All documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.
- C. **Inspection of Records.** At any time during normal business hours and as often as the City, HUD and/or the Comptroller General of the United States may deem necessary, the Contractor shall make available to the City, HUD and/or representatives of the comptroller General for examination of all its records, with respect to all matters covered by this contract, and will permit the City, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this contract.

SEC. 4. LOBBYING. The Contractor/Consultant certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor/Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor/Consultant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements.
4. This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from \$10,000 up to \$100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

SEC. 5. DISCRIMINATION. Contractors/Consultants shall comply with all relevant requirements of the following federal laws and regulations dealing with discrimination in federally assisted programs:

- A. **Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended(42 U.S.C. 20000d)** and the requirements imposed by the Regulations of the Department of Commerce (15CDR Part 8) issued pursuant to that Title in accordance there whit no person in the United States shall on the grounds of race, handicap, color, sex, national origin or familial status be excluded from participation in, be denied the benefits or be otherwise subjected to discrimination under any program or activity which is paid for with federal funds. The Owner further adds that there shall be not any form of discrimination by any party in any CDBG contract on the basis of familial status, sexual orientation or sex.
- B. **Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309) and regulations at CFR 570.602** which provide that no person shall on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, be denied employment in, or be subjected to discrimination under any CDBG/HOME program or activity.
- C. **Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794), executive Order 11914, Section 504,** which provides that no otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefits of, be denied employment in, or be discriminated against under any program or activity receiving federal assistance.
- D. **Age discrimination Act of 1975, as amended by Executive Order 12086, and regulations in 41 CFR 60,** which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally-assisted construction contracts and subcontracts. Contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, including recruitment, training, promotion, demotion, transfer, layoff, termination, and pay.

- E. **Section 202 of Executive Order 11246, as amended by Executive Order 12086, and regulations in 41 CFR 60**, which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally assisted construction contracts and subcontracts. Contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, including recruitment, training, promotion, demotion, transfer, layoff, termination, and pay.
1. The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor/consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin or familial status. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor/Consultant agrees to post inconspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions in this nondiscrimination clause.
 2. The Contractor/Consultant will, in all solicitations or advertisement for employees placed by or on behalf of this Contractor/Consultant; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or familial status.
 3. The Contractor/Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advertising the labor union or worker's representative of the Contractor a commitments under section 202 of Executive Order No.11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The Contractor/Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 5. The Contractor/Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to this books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 6. In the event of the Contractor/Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, and orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor/Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 7. The Contractor/Consultant will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor/Consultant will take such action with respect to any subcontractor or purchase order as the contracting agency, and may direct the subcontractor or vendor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contract becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

F. CERTIFICATION OF NONSEGREGATED FACILITIES AS REQUIRED BY THE MAY 19, 1967, ORDER (32 f.r. 74390 ON ELIMINATION OF SEGREGATED FACILITIES, BY THE SECRETARY OF LABOR.

The contractor/consultant certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and those under this/her control. He/she certifies further that he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The contractor/consultant agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding \$10,000 which are not exempt from the provision of the Equal Opportunity Clause; that he/she will retain such certification in his/her files, and that he/she will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certification for specific time periods).

SEC. 6 SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

In connection with the planning and carrying out of any project assisted with CDBG, KCDBG and HOME funds, and to the greatest extent feasible, opportunities for training and employment should be given to lower-income persons residing within the unit of local government in which the project is located, and contracts for work in connection with the project should be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the same unit of local government in which the project is located. And that this contract, or any subcontracts, must adhere to and contain what is referred to as the Section 3 Clause, and which follows in its entirety:

SPECIAL NOTICE:

All bidders are required to demonstrate commitment to the achievement of the City of Gulfport's CDBG, KCDBG and HOME Section 3 goals in one of the following two ways:

(1) A bidder must certify as a Section 3 business concern; or

(2) A bidder must provide a Section 3 plan detailing how the bidder will meet the required Section 3 subcontracting goal of providing subcontracting opportunities to Section 3 business concerns in an amount not less than 10% of the total contract amount. In its subcontracting plan, the bidder should include the necessary number of Section 3 business subcontractors to meet or exceed the goal for this contract. The plan should also clearly state the total dollar value that will be self-performed and the total dollar value which will be subcontracted to Section 3 Business Concerns; providing for each listed Section 3 Business Concern a fully completed Section 3 Business Certification form including the company name, address, contact person, telephone number, and e-mail address; the amount to be performed/subcontracted; the scope of work to be performed; and the anticipated timeframe for performance of the work.

*If a bid is submitted without satisfying one of the two requirements set forth above, then that bid will be deemed **non-responsive and rejected; provided, however, that in the event the Prime Contractor bidder, itself, is a Section 3 Business Concern and provides the requisite documentation in support thereof, such***

bidder will be encouraged, but not required to extend subcontracting opportunities to Section 3 business concerns as contemplated by this paragraph.

Section 3 Clause, 24 CFR Part 135.38:

- a. The work to be performed under this contracts is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contract agrees to send to each labor organization or representative of workers with which the contractor has collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The contractor/consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e. The contractor/consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor/consultant is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligation under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450c) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

SEC.7. LABOR STANDARDS. NOTE: Section 7 Does Not Apply to Non-Construction Contracts, however, is listed as reference of required federal funding regulations. Contractor shall comply with all relevant requirements of the following federal laws and regulations dealing with labor standards in federally assisted programs. If applicable.

A. **Davis-Bacon Act Provisions.** All contracts for construction work in excess of \$2,000 awarded by grantees and sub-grantees shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276 a to a7) as supplemented by Department of Labor Regulations (29 CFR Part 5). However, these requirements apply to the rehabilitation of residential property only if such property contains eight (8) or more units. The Davis Bacon Act is not triggered then CDBG/HOME funds are used for non-construction work such as acquisition, purchase of equipment, architectural and engineering fees, other services (legal, accounting, construction management), etc.

1. All workers employed by Contractors or subcontractors on construction work costing over \$2,000 and financed in whole or in part under this Contract shall be paid wages at rates not less than those prevailing on similar construction in the locality, as determined by the secretary of labor and specified in a wage determination.
2. In construction projects subject to the Davis-Bacon Act, Contractors and subcontractors shall submit weekly payroll information for each worker in the form prescribed by HUD, and shall post a notice listing the minimum wage rates at the work site or sites. In addition, Contractors and subcontractors shall be required to pay wages at least once a week.

B. **Copeland "Anti-Kick Back Act" (18 U.S.C. 876) as supplemented in Department of Labor regulations (29 CFR Part 3).** This Act provides that the Contractor/consultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

C. **Contract Work Hours and Safety Standards Act (40 U.S.C.327 et seq.):**

Contracts awarded by grantees and sub-grantees in excess of \$2,000 which involve the employment of mechanics or laborers shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations contained in 29 CFR Parts 3, 5 and 5a.

1. Under Section 103 of the Act, the Contractor/consultant and any of his subcontractors, shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in any work week.
2. Section 107 Of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety, as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

SEC. 8. CLEAN WATER, CLEAN AIR, E.O. 11738 and EPA Regulations Provision Compliance with Air and Water Acts apply to assisted construction contracts and related subcontracts exceeding \$100,000. In compliance with Section 306 of the Clean Air Act, as amended, (42 U.S.C. 1857(h)). Section 508 of the Clean Water Act, as amended, (33 U.S.C. 1368), Executive Order 11738, and the Regulations (40 CFR, part 15) of the Environmental Protection Agency with respect thereto the Contractor agrees that:

1. Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed n the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
2. They will comply with all requirements of Section 306 of the Clean Air Act, as amended, and Section 508 of the Clean Water Act, as amended, and all regulations and guidelines issued there-under.

3. They will promptly notify the City of any notification received from the EPA Office of Federal Activities, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. They will include the provisions of paragraph 1 through 4 of this subpart in every nonexempt subcontract, and take such action as the Government may direct as a means of enforcing such provisions.

SEC. 9. LEAD BASED PAINT. NOTE: Section 9 Does Not Apply to Non-Construction Contracts, however, is listed as reference of required federal funding regulations. The use of lead-based paint in the federally assisted construction or rehabilitation of residential structures (including day cares, senior centers, and community facilities) is prohibited by Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) and regulations in 24 CFR 35B. To the extent that contracted work involves residential structures, the Contractor and subcontractors must follow the new regulations issued under sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X ("ten") of the Housing and Community Development Act of 1992. Sections 1012 and 1013 of Title X amended the Lead-Based Paint Poisoning Prevention Act of 1971, which is the basic law covering lead-based paint in federally associated housing. The new regulation appears within title 24 of the Code of Federal Regulations as part 35 (24 CFR 35).

1. The Contractor and subcontractors shall not use lead-based paint in residential structures and shall eliminate any lead-based paint hazards in residential structures rehabilitated.
2. At a minimum the Contractor and subcontractors must comply with the Lead Hazard Reduction Methods in 24 CFR 35.1330 and 1325.
3. All workers involved in the disturbance of lead-based paint bearing surfaces should be trained in lead safe work practices.
4. At the conclusion of residential rehabilitation, the property must pass a lead hazard clearance test by a certified technician and lab. Clearance is not required if rehabilitation did not disturb painted surfaces of a total area more than that set forth in 24 CFR 35.135(d).

SEC.10 THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (P.L. 91-646 as amended). 15 CFR Part 916 including amendments thereto and regulations there under, as provided by 1 M.R.SA 901 et seq. The Contractor and Grantee will ensure that all work performed under this Agreement will be done in accordance with this Act.

SEC. 11 THE NATIONAL ENVIRONMENTAL POLICY ACT OF 1969, (P.L. 90-190); THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (80 Stat 915, 16 USC 470); AND EXECUTIVE ORDER NO. 11593 OF MAY 31, 1971.
The Chief Executive Officer of the Grantee consents to assume the status of a responsible Federal Official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law; as specified in 24 CFR Part 58, which further the purposes of NEPA in the areas of historic preservation, noise control, floodplains, coastal zones and wetlands, air quality, water quality, wildlife, and endangered species, solid waste disposal, and environmental effects abroad. The chief executive officer is authorized and consents on behalf of the Grantee and himself to accept the jurisdiction of the federal courts for the purpose of enforcement of his responsibilities as such an official.

SEC. 12 THE FLOOD DISASTER PROTECTION ACT OF 1963 (P.L. 92-123, AS AMENDED).
The Grantee will fulfill any flood insurance requirements under this Act and any regulations issued there under which NOAA may issue.

- SEC. 13 ARCHITECTURAL BARRIERS ACT (P.L. 90-480, 42 USC 4151, AS AMENDED)**, and the regulations issued or to be issued there under, prescribing standards for the design and construction of any building or facility intended to be accessible to the public or which may result in the employment of handicapped persons therein.
- SEC. 14 MINORITY BUSINESS ENTERPRISES**, Referenced in Executive Order #11625, OMB Circular A-102 Attachment O Procurement Standards. Grantees are to give priority to Minority Business enterprises in purchase of supplies, equipment, construction, and services.
- SEC. 15 CDBG CERTIFICATION**, Grantee shall provide any certification required under Section 104(b), 106(d)(5) or under any other provision of Title I of the Housing and Community Development Act of 1974 as amended through 1983, including Amendments made by the Housing and Urban Rural Recovery Act of 1983, the American Recovery and Reinvestment Act of 2009, and shall comply with the terms of such certification.
- SEC. 16. USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS**. CDBG/KCDBG/HOME funds shall not be used directly or indirectly to employ; award contracts to; or otherwise engage the services of, or fund any Contractor or Subrecipient during any period of debarment, suspension or placement in ineligibility status under the provisions of 24 CFR Part 24. (Government Debarment and Suspension Regulations).
- SEC. 17 EXECUTIVE ORDER 12989 and EXECUTIVE ORDER 13465**, amending Executive Order 12989, as amended. Federal contractors/consultants and subcontractors are required to use E-Verify as of September 8, 2009. Executive Order 12989 mandates the electronic verification of all employees working on any federal contract. The amended Executive Order reinforces the policy that the federal government supports a legal workforce.

E-Verify to verify employment eligibility

In accordance with 48 CFR Part 22.18, Contractor shall enroll as a Federal Contractor in the E-Verify program within 30 calendar days of the award of this Contract. Within 90 calendar days of the enrollment in the E-Verify program, contractor shall begin to use E-Verify to verify the employment eligibility of all new hires of the Contractor who are working in the United States, whether assigned to this Contract or not, within 3 business days after the date of hire; and for each employee assigned to this Contract, Contractor shall initiate verification with 90 calendar days after date of enrollment in the E-Verify program or within 30 calendar days of the employee's assignment to work under this Contract, whichever date is later. The Contractor shall include the requirements of this clause in each subcontract that:

- (1) Is for –
 - (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (commercially available off the shelf item) (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - (ii) Construction
- (2) Has a value of more than \$3,000; and
- (3) Includes work performed in the United States.

Contractor may find more information on Contractor's requirement to use E-Verify at www.dhs.gov/e-verify.

SEC. 18. CONFLICT OF INTEREST

- A. **Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials**. No member, officer, or employee of the recipient, Subrecipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of his/her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family

members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. This provision shall be incorporated in all such contracts or subcontracts.

- B. **Contractor/Consultant's Responsibilities.** The Contractor/Consultant shall take appropriate steps to assure compliance with paragraph (A) of this section, and will incorporate the following provision into every sub-contract.

"Interest of Sub-Contractor and Employees. The Sub-Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Community Development Block Grant Program has any personal financial interest, direct or indirect, in this Contract. Any interest on the part of the Sub-Contractor or his employees must be disclosed to the Recipient and the City, provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of an participation by residents of the area."

SEC.19. CONTRACTOR TO FURNISH NECESSARY PERSONNEL RESOURCES:

- A. The Contractor/Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with the Grantee.
- B. All of the services required hereunder will be performed by the contractor/consultant or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- C. With the exception of the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of the grantee. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

SEC.20. REPORTS AND INFORMATION

The contractor/consultant, at such times and in such forms as the Grantee (City of Gulfport) may require, shall furnish grantee and/or the Department of Housing and Urban Development, and any other representative of the Grantee such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by the grantee in connection therewith and any other matters covered by this contract.

SEC.21. RECORDS AND AUDITS

The contractor/consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the grantee or any authorized representative and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

SEC 22. COPYRIGHT AND PETENT RIGHTS

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The U.S. Department of Housing and Urban Development, the city of Gulfport Community Development Department shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor/consultant's services.

SEC. 23. DISPUTES, DEFAULT AND TERMINATION

- A. **Disputes.** In the event of dispute arising under this Contract, the Contractor/Consultant shall notify the City promptly in writing of their contentions and submit the claim. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, the

Contractor/Consultant shall proceed with such work in compliance with the instructions of the City; such compliance shall not be a waiver of the Contractor/Consultant's rights to make a claim, provided they have notified the City in writing as above stipulated.

B. Default and Remedies.

1. Default shall consist of any failure by the Contractor/Consultant to perform under this contract or written amendments thereto of any breach of any covenant, agreement, provision or warranty provided by the Contractor/Consultant as a part of this contract. Actions which constitute a default include, but are not limited to:
 - a. Failure to submit to the City reports which are required pursuant to this contract or the submission of required reports that are incorrect or incomplete.
 - b. Submission of requests for payment or reimbursement of amounts that is incorrect or incomplete.
 - c. The failure of the Contractor/Consultant to accept any additional conditions which may be provided by law, by executive order, by regulation or by other policy announced by the City, the state or any federal agency.
 - d. Failure to perform any activity required by this contract.
2. Upon occurrence of any default, the City shall advise the Contractor/Consultant in writing of the action constituting the default, and specify the actions that must be taken to cure the default. The City may suspend payment under the contract. If a default is not cured within 30 days from receipt of written notice of such default by the Contractor/Consultant, the City may continue the suspension or, by written notice of termination, may terminate the contract.
3. Notwithstanding the above, the Contractor/Consultant shall not be relieved of liability to the City for damage sustained by the City by virtue of any default or breach of the contract; and the City may deduct the amount of damages from any outstanding payments to the Contractor/Consultant or may withhold payments until such time as the exact amount of the damages is determined

C. Termination.

1. If federal funding for this project is terminated and no other funding is available for continuation of this project, the City will not be obligated to continue funding for the services contained in this contract and may terminate the contract.
2. In the event of termination, all property and finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by or purchased with CDBG/KCDBG/HOME funds by the Contractor/Consultant under this contract shall, at the option of the City, become its property and the Contractor/Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

SECTION 3

SPECIAL FEDERAL CONTRACT PROVISIONS

24 CFR Part 135

NOTICE TO BIDDERS

**ALL SECTION 3 DOCUMENTS MUST BE COMPLETED,
SIGNED AND RETURNED WITH BID SUBMITTAL**

SECTION 3 PROJECT PLAN

(For General Contractor – Submit to the Grant Administrator; For Subcontractor – Submit to General Contractor)
(MUST BE COMPLETED, SIGNED AND RETURNED WITH BID)

Instructions

1. All contractors and subcontractors on the Project must fill out this Section 3 Project Plan form.
2. The Plan must represent the contractor's commitments to comply with Section 3 and include a description of efforts to accomplish the Plan.
3. The contractor shall implement the Plan, including reporting monthly on the status of the Plan.

Contractor or Subcontractor: Neel-Schaffer, Inc.

Contact Person / Phone #: Janis Dinardo, P.E. / 228-374-1211 Contract Amount: \$155,610.00 (total) \$135,610 (Neel-Schaffer, Inc.)

Are you a Certified Section 3 Business Concern?

- ☐ Yes, certification and supporting documentation were provided the Grant Administrator.
- ☒ No, but will work with the Grant Administrator to attain HUD Section 3 goals to the greatest extent feasible.

Are you a Construction Contractor or a Non-construction Contractor?

- ☐ Construction Contractor
- ☒ Non-Construction Contractor

Section 3 Training, Employment and Subcontracting Goals

The contractor has set minimum numerical goals for the Project to ensure that, to the greatest extent feasible, economic opportunities are provided to Section 3 residents and Section 3 business concerns. The numerical goals stated above shall apply to newly created employment and/or subcontracting opportunities. The Contractor's minimum Section 3 goals are as follows:

- Employment: Thirty percent (30%) of the aggregate number of new hires to be Section 3 residents;
- Subcontracting: (a) At least ten percent (10%) of the total dollar amount of all Section 3 covered subcontracts for construction, and (b) At least three percent (3%) of the total dollar amount of non-construction covered Section 3 subcontracts to eligible Section 3 business concerns.

The Contractor will further ensure that, to the greatest extent feasible, its subcontractors provide training, employment and contracting opportunities to Section 3 residents and Section 3 business concerns.

Section 3 Hiring Preference

The contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of section 3 covered assistance to section 3 residents in the order of priority listed below. Priority consideration shall be given, where feasible, to:

- 1st: Section 3 residents residing in the service area or neighborhood in which the section 3 covered project is located (collectively, referred to as category 1 residents).
- 2nd: Participants in HUD Youthbuild programs (category 2 residents).
- 3rd: Where the section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 et seq.), homeless persons residing in the service area or neighborhood in which the section 3 covered project is located shall be given the highest priority.
- 4th: Other section 3 residents.

Section 3 Preference for Contracting with Section 3 Business Concerns

Section 3 business concerns shall be given priority in contracting for work, in the following order of priority:

- 1st: Section 3 business concerns that provide economic opportunities for section 3 residents in the service area or neighborhood in which the section 3 covered project is located (category 1 businesses); and
- 2nd: Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);
- 3rd: Other section 3 business concerns.

HUD Section 3 Business Registry

Registry of firms that have self-certified their status as Section 3 Businesses, who self-certify that they meet one of the regulatory definitions of a Section 3 business will be included in a searchable online database. Section 3 residents are also encouraged to use the registry to identify businesses that may have HUD funded employment opportunities. Businesses can submit an online application for inclusion in the Section 3 registry at: www.hud.gov/Sec3Biz.

Description of Efforts to Implement Section 3 Project Plan

At a minimum, the Contractor shall attempt to recruit local, low-income residents through local advertising media, signs prominently displayed at the project site, and direct notices provided to community organizations and public or private agencies operating within the metropolitan area in which the Section 3 covered program or project is located. Additionally, the Contractor may employ multiple measures (as described in the Appendix A, attached) in order to offer training and employment opportunities to Section 3 residents.

The Contractor shall attempt to award subcontracts to Section 3 business concerns by utilizing the some of the examples as set forth in the Appendix A.

If the project generates training opportunities, then the contractor will give preference for those training opportunities to section 3 residents. Such training opportunities might include internships or apprenticeships. Contractor shall implement procedures designed to notify section 3 residents about the training.

Definitions

- a. A "Section 3 resident" is
 - A public housing resident; or
 - a low- (< 80% AMI) or very low- (<50% AMI) income person residing in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended. See HUD website at www.hud.gov/section3.
- b. "Section 3 business concern" means a business concern—
 - (1) That is 51 percent or more owned by section 3 residents; or
 - (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
 - (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."
- c. A new hire means a full-time employee for a new permanent, temporary, or seasonal employment opportunities.
- d. Hiring Categories as identified by HUD:
 1. PROFESSIONALS.
Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel and labor relations specialists, physical scientists, physicians, social scientists, teachers, surveyors and kindred workers.
 2. TECHNICIANS.
Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through 2 years of post-high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.
 3. OFFICE AND CLERICAL.
Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly nonmanual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, collectors (bills

and accounts), messengers and office helpers, office machine operators (including computer), shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, legal assistants, and kindred workers.

4. OFFICIALS AND MANAGERS.

Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.

5. SALES.

Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond salesworkers, demonstrators, salesworkers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

6. CRAFT WORKERS (SKILLED).

Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid supervisors and lead operators who are not members of management, mechanics and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern and model makers, stationary engineers, tailors and tailoresses, arts occupations, handpainters, coaters, bakers, decorating occupations, and kindred workers.

7. OPERATIVES (SEMISKILLED).

Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto mechanics, plumbers, bricklayers, carpenters, electricians, machinists, mechanics, building trades, metalworking trades, printing trades, etc.), operatives, attendants (auto service and parking), blasters, chauffeurs, delivery workers, sewers and stitchers, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flame cutters, electrical and electronic equipment assemblers, butchers and meat cutters, inspectors, testers and graders, hand packers and packagers, and kindred workers.

8. LABORERS (UNSKILLED).

Workers in manual occupations which generally require no special training who perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, groundskeepers and gardeners, farmworkers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

9. SERVICE WORKERS.

Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institutions, professional and personal service, including nurses' aides, and orderlies), barbers, charworkers and cleaners, cooks, counter and fountain workers, elevator keepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, ushers, public transportation attendants, and kindred workers.

Section 3 Clause

All subcontracts shall include the Section 3 Clause found at 24 CFR 135.38 (see Appendix B attached).

Section 3 Reporting/Recordkeeping by Contractor

The Contractor (and/or subcontractor) will report Section 3 activities to the Grant Administrator on a monthly basis on the provided Section 3 Status Report. The Mississippi Development Authority (MDA) or its designee shall have access to all records, reports, and other documents or items of the Contractor that are maintained to demonstrate compliance with the Section 3 regulations or that are maintained in accordance with the regulations governing the program under which Section 3 covered assistance is provided or otherwise made available to the Contractor.

As the contractor or subcontractor has the need to hire new persons to complete the Section 3 covered contract or needs to subcontract portions of the work to another business, they will direct their newly created employment and/or subcontracting opportunities to Section 3 residents and business concerns. The same numerical goals apply to subcontractors (i.e., 30 percent of new hires, 10 percent of construction contracts, and 3 percent of non-construction contracts). In addition, the efforts to comply with Section 3 shall be reported each month as directed by MDA and any required documentation shall be submitted as set forth below. Reports in a form provided by MDA shall be required each month capturing the following data:

- The number of full time positions generated by the Section 3 covered work.
- Of those full time positions, the number of Section 3 employees hired to work on the Section 3 covered work
- Supporting certifications of reported Section 3 residents (and, if requested by MDA, supporting documentation)
- The number of new subcontracts generated by the Section 3 covered work.
- Supporting certifications of reported Section 3 subcontractors and, if requested by MDA, necessary supporting information (Certifications of all Section 3 resident employees and, if requested by MDA, supporting documentation).
- Outreach efforts employed to recruit Section 3 residents and/or businesses as needed.

Section 3 Compliance Monitoring of Contractors and Subcontractors

The Grant Administrator shall periodically monitor the compliance of its contractors with the Section 3 regulations. The Contractor shall share the responsibility of Section 3 with the subcontractors that are awarded contracts to which Section 3 is applicable. The Contractor, or its designee, shall periodically monitor the compliance of its subcontractors with the Section 3 regulations and maintain records of such monitoring efforts.

Date

October 23, 2017

Signature of Company Representative



APPENDIX A

24 CFR 135.5

I. Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents

(1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.

(2) Sponsoring a HUD-certified "Step Up" employment and training program for section 3 residents.

(3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.

(4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in § 135.34) reside.

(5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.

(6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

(7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.

(8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.

(9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

(10) Conducting job interviews at the housing development or developments where category 1 or category 2

persons reside, or at a location within the neighborhood or service area of the section 3 covered project.

(11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.

(12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.

(13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.

(15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and §905.201(a)(6).)

(16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.

(17) Undertaking job counseling, education and related programs in association with local educational institutions.

(18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.

(19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.

(20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

II. Examples of Efforts To Award Contracts to Section 3 Business Concerns

(1) Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section m of this Appendix).

(2) In determining the responsibility of potential contractors, consider their record of section 3 compliance as

evidenced by past actions and their current plans for the pending contract.

(3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.

(4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.

(5) For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

(6) Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.

(7) Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities. (B) Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities. (9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate. (10) Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

(11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.

(12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.

(13) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.

(14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(15) Developing a list of eligible section 3 business concerns.

(16) For HAs participating in the "Contracting with Resident-Owned Businesses" program provided under 24 CFR part 963.

(17) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.

(18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.

(19) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

(20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

(21) Actively supporting joint ventures with section 3 business concerns.

(22) Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

III. Examples of Procurement Procedures That Provide for Preference for Section 3 Business Concerns

This Section III provides specific procedures that may be followed by recipients and contractors (collectively, referred to as the "contracting party") for implementing the section 3 contracting preference for each of 719 Pl. 135, App. the competitive procurement methods authorized in 24 CFR B5.36(d).

(1) *Small Purchase Procedures.* For section 3 covered contracts aggregating no more than \$25,000, the methods set forth in this paragraph (1) or the more formal procedures set forth in paragraphs (2) and (3) of this Section III may be utilized.

(i) *Solicitation.* (A) Quotations may be solicited by telephone, letter or other informal procedure provided that the manner of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:

- the section 3 covered contract to be awarded with sufficient specificity;
- the time within which quotations must be submitted; and
- the information that must be submitted with each quotation.

(B) If the method described in paragraph (i)(A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation provided the price is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.

(ii) *Award.* (A) Where the section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no

responsive quotation by a qualified section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

	x=lesser of:
When the lowest responsive bid is less than \$100,000.....	10% of that bid or \$9,000
When the lowest responsive bid is:	9% of that bid, or \$16,000
At least \$100,000, but less than \$200,000.....	8% of that bid, or \$21,000
At least \$200,000, but less than \$300,000.....	7% of that bid, or \$24,000
At least \$300,000, but less than \$400,000.....	6% of that bid, or \$25,000
At least \$400,000, but less than \$500,000.....	5% of that bid, or \$40,000
At least \$500,000, but less than \$1 million.....	4% of that bid, or \$60,000
At least \$1 million, but less than \$2 million.....	3% of that bid, or \$80,000
At least \$2 million, but less than \$4 million.....	2% of that bid, or \$105,000
At least \$4 million, but less than \$7 million.....	1½% of the lowest responsive bid, with no dollar limit.
\$7 million or more.....	

(B) Where the section 3 covered contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

(2) *Procurement by sealed bids (Invitations for Bids).* Preference in the award of section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:

(i) Bids shall be solicited from all businesses (section 3 business concerns, and non-section 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid-

(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

(ii) If no responsive bid by a section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(3) *Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)).* (i) For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36(d)(3)), a

Request for Proposals (RFP) shall identify all evaluation facts (and their relative importance) to be used to rate proposals.

(ii) One of the evaluation factors shall address both the preference for section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.

(iii) The component of this evaluation factor designed to address the preference for section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.

(iv) With respect to the second component (the acceptability of the section 3 strategy), the RFP shall require the disclosure of the contractor's section 3 strategy to comply with the section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable section 3 strategy. The contract award shall be made to the responsible firm (either section 3 or non-section 3 business concerns) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.

APPENDIX B

24 CFR § 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for

default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 50e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 3

SPECIAL FEDERAL CONTRACT PROVISIONS

24 CFR Part 135

NOTICE TO BIDDERS

**ALL SECTION 3 DOCUMENTS MUST BE COMPLETED,
SIGNED AND RETURNED WITH BID SUBMITTAL**

SECTION 3 PROJECT PLAN

(For General Contractor – Submit to the Grant Administrator; For Subcontractor – Submit to General Contractor)
(MUST BE COMPLETED, SIGNED AND RETURNED WITH BID)

Instructions

1. All contractors and subcontractors on the Project must fill out this Section 3 Project Plan form.
2. The Plan must represent the contractor's commitments to comply with Section 3 and include a description of efforts to accomplish the Plan.
3. The contractor shall implement the Plan, including reporting monthly on the status of the Plan.

Contractor or Subcontractor: Brown, Mitchell & Alexander, Inc.

Contact Person / Phone #: Dax Alexander 228-864-7612 Amount: \$15,000.00

Are you a Certified Section 3 Business Concern?

- ☐ Yes, certification and supporting documentation were provided the Grant Administrator.
- ☒ No, but will work with the Grant Administrator to attain HUD Section 3 goals to the greatest extent feasible.

Are you a Construction Contractor or a Non-construction Contractor?

- ☐ Construction Contractor
- ☒ Non-Construction Contractor

Section 3 Training, Employment and Subcontracting Goals

The contractor has set minimum numerical goals for the Project to ensure that, to the greatest extent feasible, economic opportunities are provided to Section 3 residents and Section 3 business concerns. The numerical goals stated above shall apply to newly created employment and/or subcontracting opportunities. The Contractor's minimum Section 3 goals are as follows:

- Employment: Thirty percent (30%) of the aggregate number of new hires to be Section 3 residents;
- Subcontracting: (a) At least ten percent (10%) of the total dollar amount of all Section 3 covered subcontracts for construction, and (b) At least three percent (3%) of the total dollar amount of non-construction covered Section 3 subcontracts to eligible Section 3 business concerns.

The Contractor will further ensure that, to the greatest extent feasible, its subcontractors provide training, employment and contracting opportunities to Section 3 residents and Section 3 business concerns.

Section 3 Hiring Preference

The contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of section 3 covered assistance to section 3 residents in the order of priority listed below. Priority consideration shall be given, where feasible, to:

- 1st: Section 3 residents residing in the service area or neighborhood in which the section 3 covered project is located (collectively, referred to as category 1 residents).
- 2nd: Participants in HUD Youthbuild programs (category 2 residents).
- 3rd: Where the section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 et seq.), homeless persons residing in the service area or neighborhood in which the section 3 covered project is located shall be given the highest priority.
- 4th: Other section 3 residents.

Section 3 Preference for Contracting with Section 3 Business Concerns

Section 3 business concerns shall be given priority in contracting for work, in the following order of priority:

- 1st: Section 3 business concerns that provide economic opportunities for section 3 residents in the service area or neighborhood in which the section 3 covered project is located (category 1 businesses); and
- 2nd: Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);
- 3rd: Other section 3 business concerns.

HUD Section 3 Business Registry

Registry of firms that have self-certified their status as Section 3 Businesses, who self-certify that they meet one of the regulatory definitions of a Section 3 business will be included in a searchable online database. Section 3 residents are also encouraged to use the registry to identify businesses that may have HUD funded employment opportunities. Businesses can submit an online application for inclusion in the Section 3 registry at: www.hud.gov/Sec3Biz.

Description of Efforts to Implement Section 3 Project Plan

At a minimum, the Contractor shall attempt to recruit local, low-income residents through local advertising media, signs prominently displayed at the project site, and direct notices provided to community organizations and public or private agencies operating within the metropolitan area in which the Section 3 covered program or project is located. Additionally, the Contractor may employ multiple measures (as described in the Appendix A, attached) in order to offer training and employment opportunities to Section 3 residents.

The Contractor shall attempt to award subcontracts to Section 3 business concerns by utilizing the some of the examples as set forth in the Appendix A.

If the project generates training opportunities, then the contractor will give preference for those training opportunities to section 3 residents. Such training opportunities might include internships or apprenticeships. Contractor shall implement procedures designed to notify section 3 residents about the training.

Definitions

- a. A "Section 3 resident" is
 - A public housing resident; or
 - a low- (< 80% AMI) or very low- (<50% AMI) income person residing in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended. See HUD website at www.hud.gov/section3.
- b. "Section 3 business concern" means a business concern—
 - (1) That is 51 percent or more owned by section 3 residents; or
 - (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
 - (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."
- c. A new hire means a full-time employee for a new permanent, temporary, or seasonal employment opportunities.
- d. Hiring Categories as identified by HUD:
 1. PROFESSIONALS.
Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel and labor relations specialists, physical scientists, physicians, social scientists, teachers, surveyors and kindred workers.
 2. TECHNICIANS.
Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through 2 years of post-high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.
 3. OFFICE AND CLERICAL.
Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly nonmanual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, collectors (bills

and accounts), messengers and office helpers, office machine operators (including computer), shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, legal assistants, and kindred workers.

4. OFFICIALS AND MANAGERS.

Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.

5. SALES.

Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond salesworkers, demonstrators, salesworkers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

6. CRAFT WORKERS (SKILLED).

Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid supervisors and lead operators who are not members of management, mechanics and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern and model makers, stationary engineers, tailors and tailoresses, arts occupations, handpainters, coaters, bakers, decorating occupations, and kindred workers.

7. OPERATIVES (SEMISKILLED).

Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto mechanics, plumbers, bricklayers, carpenters, electricians, machinists, mechanics, building trades, metalworking trades, printing trades, etc.), operatives, attendants (auto service and parking), blasters, chauffeurs, delivery workers, sewers and stitchers, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flame cutters, electrical and electronic equipment assemblers, butchers and meat cutters, inspectors, testers and graders, hand packers and packagers, and kindred workers.

8. LABORERS (UNSKILLED).

Workers in manual occupations which generally require no special training who perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, groundskeepers and gardeners, farmworkers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

9. SERVICE WORKERS.

Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institutions, professional and personal service, including nurses' aides, and orderlies), barbers, charworkers and cleaners, cooks, counter and fountain workers, elevator keepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, ushers, public transportation attendants, and kindred workers.

Section 3 Clause

All subcontracts shall include the Section 3 Clause found at 24 CFR 135.38 (see Appendix B attached).

Section 3 Reporting/Recordkeeping by Contractor

The Contractor (and/or subcontractor) will report Section 3 activities to the Grant Administrator on a monthly basis on the provided Section 3 Status Report. The Mississippi Development Authority (MDA) or its designee shall have access to all records, reports, and other documents or items of the Contractor that are maintained to demonstrate compliance with the Section 3 regulations or that are maintained in accordance with the regulations governing the program under which Section 3 covered assistance is provided or otherwise made available to the Contractor.

As the contractor or subcontractor has the need to hire new persons to complete the Section 3 covered contract or needs to subcontract portions of the work to another business, they will direct their newly created employment and/or subcontracting opportunities to Section 3 residents and business concerns. The same numerical goals apply to subcontractors (i.e., 30 percent of new hires, 10 percent of construction contracts, and 3 percent of non-construction contracts). In addition, the efforts to comply with Section 3 shall be reported each month as directed by MDA and any required documentation shall be submitted as set forth below. Reports in a form provided by MDA shall be required each month capturing the following data:

- The number of full time positions generated by the Section 3 covered work.
- Of those full time positions, the number of Section 3 employees hired to work on the Section 3 covered work
- Supporting certifications of reported Section 3 residents (and, if requested by MDA, supporting documentation)
- The number of new subcontracts generated by the Section 3 covered work.
- Supporting certifications of reported Section 3 subcontractors and, if requested by MDA, necessary supporting information (Certifications of all Section 3 resident employees and, if requested by MDA, supporting documentation).
- Outreach efforts employed to recruit Section 3 residents and/or businesses as needed.

Section 3 Compliance Monitoring of Contractors and Subcontractors

The Grant Administrator shall periodically monitor the compliance of its contractors with the Section 3 regulations. The Contractor shall share the responsibility of Section 3 with the subcontractors that are awarded contracts to which Section 3 is applicable. The Contractor, or its designee, shall periodically monitor the compliance of its subcontractors with the Section 3 regulations and maintain records of such monitoring efforts.

10-17-17

Date

Dax Alexander

Signature of Company Representative

APPENDIX A

24 CFR 135.5

I. Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents

(1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.

(2) Sponsoring a HUD-certified "Step Up" employment and training program for section 3 residents.

(3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.

(4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in § 135.34) reside.

(5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.

(6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

(7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.

(8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.

(9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

(10) Conducting job interviews at the housing development or developments where category 1 or category 2

persons reside, or at a location within the neighborhood or service area of the section 3 covered project.

(11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.

(12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.

(13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.

(15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and §905.201(a)(6).)

(16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.

(17) Undertaking job counseling, education and related programs in association with local educational institutions.

(18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.

(19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.

(20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

II. Examples of Efforts To Award Contracts to Section 3 Business Concerns

(1) Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section m of this Appendix).

(2) In determining the responsibility of potential contractors, consider their record of section 3 compliance as

evidenced by past actions and their current plans for the pending contract.

(3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.

(4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.

(5) For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

(6) Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.

(7) Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities. (B) Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities. (9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate. (10) Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

(11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.

(12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.

(13) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.

(14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(15) Developing a list of eligible section 3 business concerns.

(16) For HAs participating in the "Contracting with Resident-Owned Businesses" program provided under 24 CFR part 963.

(17) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.

(18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.

(19) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

(20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

(21) Actively supporting joint ventures with section 3 business concerns.

(22) Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

III. Examples of Procurement Procedures That Provide for Preference for Section 3 Business Concerns

This Section III provides specific procedures that may be followed by recipients and contractors (collectively, referred to as the "contracting party") for implementing the section 3 contracting preference for each of 719 Pl. 135, App. the competitive procurement methods authorized in 24 CFR B5.36(d).

(1) *Small Purchase Procedures.* For section 3 covered contracts aggregating no more than \$25,000, the methods set forth in this paragraph (1) or the more formal procedures set forth in paragraphs (2) and (3) of this Section III may be utilized.

(i) *Solicitation.* (A) Quotations may be solicited by telephone, letter or other informal procedure provided that the manner of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:

- the section 3 covered contract to be awarded with sufficient specificity;
- the time within which quotations must be submitted; and
- the information that must be submitted with each quotation.

(B) If the method described in paragraph (i)(A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation provided the price is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.

(ii) *Award.* (A) Where the section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no

responsive quotation by a qualified section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

	x=lesser of:
When the lowest responsive bid is less than \$100,000.....	10% of that bid or \$9,000
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000.....	9% of that bid, or \$16,000
At least \$200,000, but less than \$300,000.....	8% of that bid, or \$21,000
At least \$300,000, but less than \$400,000.....	7% of that bid, or \$24,000
At least \$400,000, but less than \$500,000.....	6% of that bid, or \$25,000
At least \$500,000, but less than \$1 million.....	5% of that bid, or \$40,000
At least \$1 million, but less than \$2 million.....	4% of that bid, or \$60,000
At least \$2 million, but less than \$4 million.....	3% of that bid, or \$80,000
At least \$4 million, but less than \$7 million.....	2% of that bid, or \$105,000
\$7 million or more.....	1½% of the lowest responsive bid, with no dollar limit.

(B) Where the section 3 covered contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

(2) *Procurement by sealed bids (Invitations for Bids).* Preference in the award of section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:

(i) Bids shall be solicited from all businesses (section 3 business concerns, and non-section 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid-

(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

(ii) If no responsive bid by a section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(3) *Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)).* (i) For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36(d)(3)), a

Request for Proposals (RFP) shall identify all evaluation facts (and their relative importance) to be used to rate proposals.

(ii) One of the evaluation factors shall address both the preference for section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.

(iii) The component of this evaluation factor designed to address the preference for section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.

(iv) With respect to the second component (the acceptability of the section 3 strategy), the RFP shall require the disclosure of the contractor's section 3 strategy to comply with the section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable section 3 strategy. The contract award shall be made to the responsible firm (either section 3 or non-section 3 business concerns) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.

APPENDIX B

24 CFR § 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for

default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 50e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 3

SPECIAL FEDERAL CONTRACT PROVISIONS

24 CFR Part 135

NOTICE TO BIDDERS

**ALL SECTION 3 DOCUMENTS MUST BE COMPLETED,
SIGNED AND RETURNED WITH BID SUBMITTAL**

SECTION 3 PROJECT PLAN

(For General Contractor – Submit to the Grant Administrator; For Subcontractor – Submit to General Contractor)
(MUST BE COMPLETED, SIGNED AND RETURNED WITH BID)

Instructions

1. All contractors and subcontractors on the Project must fill out this Section 3 Project Plan form.
2. The Plan must represent the contractor's commitments to comply with Section 3 and include a description of efforts to accomplish the Plan.
3. The contractor shall implement the Plan, including reporting monthly on the status of the Plan.

Contractor or Subcontractor: James J. Chiniche, PA Inc.

Contact Person / Phone #: Jason Chiniche, PE Contract Amount: \$5,000

Are you a Certified Section 3 Business Concern?

- ☒ Yes, certification and supporting documentation were provided the Grant Administrator.
- ☐ No, but will work with the Grant Administrator to attain HUD Section 3 goals to the greatest extent feasible.

Are you a Construction Contractor or a Non-construction Contractor?

- ☐ Construction Contractor
- ☒ Non-Construction Contractor

Section 3 Training, Employment and Subcontracting Goals

The contractor has set minimum numerical goals for the Project to ensure that, to the greatest extent feasible, economic opportunities are provided to Section 3 residents and Section 3 business concerns. The numerical goals stated above shall apply to newly created employment and/or subcontracting opportunities. The Contractor's minimum Section 3 goals are as follows:

- Employment: Thirty percent (30%) of the aggregate number of new hires to be Section 3 residents;
- Subcontracting: (a) At least ten percent (10%) of the total dollar amount of all Section 3 covered subcontracts for construction, and (b) At least three percent (3%) of the total dollar amount of non-construction covered Section 3 subcontracts to eligible Section 3 business concerns.

The Contractor will further ensure that, to the greatest extent feasible, its subcontractors provide training, employment and contracting opportunities to Section 3 residents and Section 3 business concerns.

Section 3 Hiring Preference

The contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of section 3 covered assistance to section 3 residents in the order of priority listed below. Priority consideration shall be given, where feasible, to:

- 1st: Section 3 residents residing in the service area or neighborhood in which the section 3 covered project is located (collectively, referred to as category 1 residents).
- 2nd: Participants in HUD Youthbuild programs (category 2 residents).
- 3rd: Where the section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 et seq.), homeless persons residing in the service area or neighborhood in which the section 3 covered project is located shall be given the highest priority.
- 4th: Other section 3 residents.

Section 3 Preference for Contracting with Section 3 Business Concerns

Section 3 business concerns shall be given priority in contracting for work, in the following order of priority:

- 1st: Section 3 business concerns that provide economic opportunities for section 3 residents in the service area or neighborhood in which the section 3 covered project is located (category 1 businesses); and
- 2nd: Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);
- 3rd: Other section 3 business concerns.

HUD Section 3 Business Registry

Registry of firms that have self-certified their status as Section 3 Businesses, who self-certify that they meet one of the regulatory definitions of a Section 3 business will be included in a searchable online database. Section 3 residents are also encouraged to use the registry to identify businesses that may have HUD funded employment opportunities. Businesses can submit an online application for inclusion in the Section 3 registry at: www.hud.gov/Sec3Biz.

Description of Efforts to Implement Section 3 Project Plan

At a minimum, the Contractor shall attempt to recruit local, low-income residents through local advertising media, signs prominently displayed at the project site, and direct notices provided to community organizations and public or private agencies operating within the metropolitan area in which the Section 3 covered program or project is located. Additionally, the Contractor may employ multiple measures (as described in the Appendix A, attached) in order to offer training and employment opportunities to Section 3 residents.

The Contractor shall attempt to award subcontracts to Section 3 business concerns by utilizing the some of the examples as set forth in the Appendix A.

If the project generates training opportunities, then the contractor will give preference for those training opportunities to section 3 residents. Such training opportunities might include internships or apprenticeships. Contractor shall implement procedures designed to notify section 3 residents about the training.

Definitions

- a. A "Section 3 resident" is
 - A public housing resident; or
 - a low- (< 80% AMI) or very low- (<50% AMI) income person residing in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended. See HUD website at www.hud.gov/section3.
- b. "Section 3 business concern" means a business concern—
 - (1) That is 51 percent or more owned by section 3 residents; or
 - (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
 - (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."
- c. A new hire means a full-time employee for a new permanent, temporary, or seasonal employment opportunities.
- d. Hiring Categories as identified by HUD:
 1. PROFESSIONALS.
Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel and labor relations specialists, physical scientists, physicians, social scientists, teachers, surveyors and kindred workers.
 2. TECHNICIANS.
Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through 2 years of post-high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.
 3. OFFICE AND CLERICAL.
Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly nonmanual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, collectors (bills

and accounts), messengers and office helpers, office machine operators (including computer), shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, legal assistants, and kindred workers.

4. OFFICIALS AND MANAGERS.

Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.

5. SALES.

Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond salesworkers, demonstrators, salesworkers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

6. CRAFT WORKERS (SKILLED).

Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid supervisors and lead operators who are not members of management, mechanics and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern and model makers, stationary engineers, tailors and tailoresses, arts occupations, handpainters, coaters, bakers, decorating occupations, and kindred workers.

7. OPERATIVES (SEMISKILLED).

Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto mechanics, plumbers, bricklayers, carpenters, electricians, machinists, mechanics, building trades, metalworking trades, printing trades, etc.), operatives, attendants (auto service and parking), blasters, chauffeurs, delivery workers, sewers and stitchers, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flame cutters, electrical and electronic equipment assemblers, butchers and meat cutters, inspectors, testers and graders, hand packers and packagers, and kindred workers.

8. LABORERS (UNSKILLED).

Workers in manual occupations which generally require no special training who perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, groundskeepers and gardeners, farmworkers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

9. SERVICE WORKERS.

Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institutions, professional and personal service, including nurses' aides, and orderlies), barbers, charworkers and cleaners, cooks, counter and fountain workers, elevator keepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, ushers, public transportation attendants, and kindred workers.

Section 3 Clause

All subcontracts shall include the Section 3 Clause found at 24 CFR 135.38 (see Appendix B attached).

Section 3 Reporting/Recordkeeping by Contractor

The Contractor (and/or subcontractor) will report Section 3 activities to the Grant Administrator on a monthly basis on the provided Section 3 Status Report. The Mississippi Development Authority (MDA) or its designee shall have access to all records, reports, and other documents or items of the Contractor that are maintained to demonstrate compliance with the Section 3 regulations or that are maintained in accordance with the regulations governing the program under which Section 3 covered assistance is provided or otherwise made available to the Contractor.

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- Of those full time positions, the number of Section 3 employees hired to work on the Section 3 covered work
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October 19, 2017

Date

Jaon Chirico, P.E.

Signature of Company Representative

APPENDIX A

24 CFR 135.5

I. Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents

(1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.

(2) Sponsoring a HUD-certified "Step Up" employment and training program for section 3 residents.

(3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.

(4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in § 135.34) reside.

(5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.

(6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

(7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.

(8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.

(9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

(10) Conducting job interviews at the housing development or developments where category 1 or category 2

persons reside, or at a location within the neighborhood or service area of the section 3 covered project.

(11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.

(12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.

(13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.

(15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and §905.201(a)(6).)

(16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.

(17) Undertaking job counseling, education and related programs in association with local educational institutions.

(18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.

(19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.

(20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

II. Examples of Efforts To Award Contracts to Section 3 Business Concerns

(1) Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section m of this Appendix).

(2) In determining the responsibility of potential contractors, consider their record of section 3 compliance as

evidenced by past actions and their current plans for the pending contract.

(3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.

(4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.

(5) For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

(6) Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.

(7) Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities. (B) Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities. (9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate. (10) Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

(11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.

(12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.

(13) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.

(14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(15) Developing a list of eligible section 3 business concerns.

(16) For HAs participating in the "Contracting with Resident-Owned Businesses" program provided under 24 CFR part 963.

(17) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.

(18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.

(19) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

(20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

(21) Actively supporting joint ventures with section 3 business concerns.

(22) Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

III. Examples of Procurement Procedures That Provide for Preference for Section 3 Business Concerns

This Section ill provides specific procedures that may be followed by recipients and contractors (collectively, referred to as the "contracting party") for implementing the section 3 contracting preference for each of 719 Pl. 135, App. the competitive procurement methods authorized in 24 CFR B5.36(d).

(1) *Small Purchase Procedures.* For section 3 covered contracts aggregating no more than \$25,000, the methods set forth in this paragraph (1) or the more formal procedures set forth in paragraphs (2) and (3) of this Section ill may be utilized.

(i) *Solicitation.* (A) Quotations may be solicited by telephone, letter or other informal procedure provided that the manner of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:

- the section 3 covered contract to be awarded with sufficient specificity;
- the time within which quotations must be submitted; and
- the information that must be submitted with each quotation.

(B) If the method described in paragraph (i)(A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation provided the price is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.

(ii) *Award.* (A) Where the section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no

responsive quotation by a qualified section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

	x=lesser of:
When the lowest responsive bid is less than \$100,000.....	10% of that bid or \$9,000
When the lowest responsive bid is:	9% of that bid, or \$16,000
At least \$100,000, but less than \$200,000.....	8% of that bid, or \$21,000
At least \$200,000, but less than \$300,000.....	7% of that bid, or \$24,000
At least \$300,000, but less than \$400,000.....	6% of that bid, or \$25,000
At least \$400,000, but less than \$500,000.....	5% of that bid, or \$40,000
At least \$500,000, but less than \$1 million.....	4% of that bid, or \$60,000
At least \$1 million, but less than \$2 million.....	3% of that bid, or \$80,000
At least \$2 million, but less than \$4 million.....	2% of that bid, or \$105,000
At least \$4 million, but less than \$7 million.....	1½% of the lowest responsive bid, with no dollar limit.
\$7 million or more.....	

(B) Where the section 3 covered contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

(2) *Procurement by sealed bids (Invitations tor Bids).* Preference in the award of section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:

(i) Bids shall be solicited from all businesses (section 3 business concerns, and non-section 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid-

(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

(ii) If no responsive bid by a section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(3) *Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)).* (i) For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36(d)(3)), a

Request for Proposals (RFP) shall identify all evaluation facts (and their relative importance) to be used to rate proposals.

(ii) One of the evaluation factors shall address both the preference for section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.

(iii) The component of this evaluation factor designed to address the preference for section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.

(iv) With respect to the second component (the acceptability of the section 3 strategy), the RFP shall require the disclosure of the contractor's section 3 strategy to comply with the section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable section 3 strategy. The contract award shall be made to the responsible firm (either section 3 or non-section 3 business concerns) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.

APPENDIX B

24 CFR § 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for

default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 50e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Section 3 Business Concern Certification

Instructions:

1. This form must be completed by all contractors to certify whether they qualify for preference as a Section 3 Business Concern.

Company Name: James J. Chiniche, PA Inc.

Address: 412 HWY 90 Suite 2, Bay St. Louis, MS 39520

Contact Person: Jason Chiniche, PE Phone Number: 228-467-6755

Number of Employees: 4 (full time) _____ (part-time)

Does your firm represent and certify that it is a Section 3 business concern?

☒ Yes ☐ No

If yes, please check all that apply. The contractor represents and certifies that:

- ☐ The contractor's firm is 51 percent or more owned by Section 3 residents; or
- ☒ The contractor's permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of their first employment with the business were Section 3 residents; or
- ☐ The contractor hereby commits to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded by the business under the proposed contract to Section 3 businesses that meet either of the above two criteria, as identified below and detailed further in the contractor's Section 3 Subcontracting Plan:

CONTRACTOR NAME	CONTRACT AMOUNT
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

On behalf of the above-referenced Company, I certify, under the penalty of perjury, that my answers are true and complete to the best of my knowledge. I understand that false or misleading information in this certification or other information provided may result in the termination of Company's contract and debarment, or prosecution.

October 19, 2017

DATE

Jason Chiniche, P.E.
SIGNATURE OF COMPANY REPRESENTATIVE

Section 3 Resident Certification - 2017

Hancock County

Instructions:

1. A section 3 resident seeking preference in training and employment must certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in 24 CFR 135.5.
2. To indicate your eligibility for preference, complete this form and submit it to the contractor or subcontractor that has advertised the position you are seeking.

Submitted to: JAMES J. CHINICHE, PA INC. ("Contractor") ("Subcontractor")

I, AARON R. LEE, am a legal resident of MISSISSIPPI

My permanent address is: 21267 FOREST LEE ROAD
PICAYUNE, MS 39466

I am a Section 3 resident because (must check one):

- ☐ I am a resident of public housing, OR
☒ My household met the income eligibility guidelines below (circle applicable number in household and income limit).

If requested, I am able to provide Contractor or Subcontractor (as applicable) with the following documentation as evidence of my status (provide at least one):

- ☐ Copy of lease in a Federally assisted program ☐ Copy of receipt of public assistance
☐ Copy of evidence of participation in public assistance program that assists low or very low income persons
☒ Copy of household income tax return(s)

SECTION 3 INCOME LIMITS

All residents of public housing developments qualify as Section 3 residents. Additionally, individuals residing in **Hancock County** who meet the income limits set forth below can also qualify for Section 3 status.

Number in Household	Annual Household Income Less Than
1	\$29,050
2	\$33,200
3	\$37,350
4	\$41,500
5	\$44,850
6	\$48,150
7	\$51,500
8	\$54,800

I certify, under the penalty of perjury, that my answers are true and complete to the best of my knowledge. I understand that false or misleading information in this certification or other information provided to contractor or subcontractor may result in my termination or prosecution.

OCTOBER 10, 2017

DATE

SIGNATURE

Section 3 Resident Certification - 2017

Hancock County

Instructions:

1. A section 3 resident seeking preference in training and employment must certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in 24 CFR 135.5.
2. To indicate your eligibility for preference, complete this form and submit it to the contractor or subcontractor that has advertised the position you are seeking.

Submitted to: JAMES J. CHINICHE, PA INC. ("Contractor") ("Subcontractor")

I, MICHELLE C. LOGAN, am a legal resident of MISSISSIPPI

My permanent address is: 723 OLD SPANISH TRAIL
BAY ST. LOUIS, MS 39520

I am a Section 3 resident because (must check one):

- ☐ I am a resident of public housing, OR
- ☒ My household met the income eligibility guidelines below (circle applicable number in household and income limit).

If requested, I am able to provide Contractor or Subcontractor (as applicable) with the following documentation as evidence of my status (provide at least one):

- ☐ Copy of lease in a Federally assisted program ☐ Copy of receipt of public assistance
- ☐ Copy of evidence of participation in public assistance program that assists low or very low income persons
- ☒ Copy of household income tax return(s)

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4	\$41,500
5	\$44,850
6	\$48,150
7	\$51,500
8	\$54,800

I certify, under the penalty of perjury, that my answers are true and complete to the best of my knowledge. I understand that false or misleading information in this certification or other information provided to contractor or subcontractor may result in my termination or prosecution.

OCTOBER 10, 2017

DATE

Michelle C. Logan
SIGNATURE



CERTIFIED EMPLOYEE ROSTER

JAMES J. CHINICHE, PA INC.

GRANT: 2017 KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

PROJECT: CITY OF GULFPORT HWY 49 – 18TH STREET (EATS) DRAINAGE PROJECT

Employee	Hire Date	Section 3 Resident (Y/N)
Michelle Logan	July 1, 2017	Y
Aaron Lee	July 1, 2017	Y
Jason Chiniche	January 1, 2015	N
Craig Hittner	September 22, 2016	N

On behalf of the above-referenced company, I certify, under penalty of perjury, that my employee roster, reflecting employees working on Section 2 covered project, is true and complete to the best of my knowledge. I understand that false or misleading information in this certification or other information may result in the termination of the company's contract and debarment or prosecution. \

Date: OCTOBER 19, 2017

Jason Chiniche, P.E.
Name

ATTACHMENT C

CERTIFICATION OF CONTRACTOR REGARDING EXECUTIVE ORDER 12989 E-VERIFY

EXECUTIVE ORDER 12989 and EXECUTIVE ORDER 13465, amending Executive Order 12989, as amended. Federal contractors and subcontractors are required to use E-Verify as of September 8, 2009. Executive Order 12989 mandates the electronic verification of all employees working on any federal contract. The amended Executive Order reinforces the policy that the federal government supports a legal workforce.

E-Verify to verify employment eligibility

In accordance with 48 CFR Part 22.18, Contractor shall enroll as a Federal Contractor in the E-Verify program within 30 calendar days of the award of this Contract. Within 90 calendar days of the enrollment in the E-Verify program, Contractor shall begin to use E-Verify to verify the employment eligibility of all new hires of the Contractor who are working in the United States, whether assigned to this Contract or not, within 3 business days after the date of hire; and for each employee assigned to this Contract, Contractor shall initiate verification within 90 calendar days after date of enrollment in the E-Verify program or within 30 calendar days of the employee's assignment to work under this Contract, whichever date is later. The Contractor shall include the requirements of this clause in each subcontract that:

- (1) Is for –
 - (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (commercially available off the shelf item) (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - (ii) Construction
- (2) Has a value of more than \$3,000; and
- (3) Includes work performed in the United States.

Contractor may find more information on Contractor's requirement to use E-Verify at www.dhs.gov/e-verify.

CONTRACTOR CERTIFICATION

On behalf of the Company, I have read and fully agree to comply with Executive Order 12989 (E-Verify), and become a party to the full implementation of this requirement.

Steve Twedt, P.E., Vice President

Name and Title of the Authorized Representative (print or type)



Signature of Authorized Representative

10/23/2017

Date

CERTIFICATION OF CONTRACTOR REGARDING
SEGREGATED FACILITIES

(For Prime Contracts Exceeding \$10,000)

Name of Prime Contractor: Neel-Schaffer, Inc.

Project Name and Number: Hwy 49 @ 18th Street and 29th Avenue Drainage Improvements

The undersigned hereby certifies that:

(a) No segregated facilities will be maintained as required by
Title VI of the Civil Rights Act of 1964.

CONTRACTOR CERTIFICATION

Steve Twedt, P.E., Vice President

Name and title of Authorized Representative (print or type)


Signature of Authorized Representative

10/23/2017
Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
Lower Tier Covered Transactions***

(Note: **Lower Tier** refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds).

Title 24 Code of Federal Regulations Part 24 requires that the City not enter into contract with any agency, corporation, partnership, or other legal entity that has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. As a condition of receiving funding under the Community Development Block Grant, HOME, Emergency Shelter, and Housing Opportunities for Persons with AIDS (HOPWA) programs, you are required to sign the certification below which specifies that neither you nor your principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in programs funded by a Federal agency. It also certifies that you will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 24 CFR Part 24.

If you need to determine whether your agency/firm has been debarred or suspended, or if a subcontractor you plan to hire is suspended or debarred, please refer to the following sources:

- *List of Parties Excluded from Federal Procurement and Non-procurement Programs, issued by the U. S. General Services Administration, Office of Acquisition Policy. Contact the Superintendent of Documents, U.S. Government Printing Office, Washington D.C. 20402. Telephone number is 202-512-1800.*
- *Internet access is also available at: <http://epls.arnet.gov>*

NOTICE TO BIDDERS/CONTRACTORS

The City of Gulfport, either through its Procurement Department, or its Grantee, Mississippi Development Authority, as applicable, will document contractor compliance with this certification through www.epls.arnet.gov prior to acceptance and award of contract.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

for

City of Gulfport

Community Development Block Grant (CDBG) Program, Katrina Supplemental Disaster Program (KCDBG), HOME Investment Partnership Program (HOME)

Contractor: Neel-Schaffer, Inc.

Contract: Hwy 49 @ 18th Street and 29th Avenue Drainage Improvements

Contract Year: 2017-2018

1. The Contractor certifies to the best of its knowledge and belief, that:
 - a. The Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
 - b. The Contractor and its principals have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. The Contractor and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 1. B. above; and;
 - d. The Contractor and its principals have not, within a three-year period preceding this contract, had one or more public transactions (Federal, State or local) terminated for cause or default.
2. The certification in this clause is a material representation of fact upon which reliance was placed. When the City determines that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate this Contract for cause or default.
3. The Contractor shall provide immediate written notice to the City if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "Grantee", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
5. The Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
6. The Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the County, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A Contractor may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Contractor may decide the method and frequency by which it determines the eligibility of its principals. Each Contractor may, but is not required to, check the Non-procurement List (of excluded parties).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. If a Contractor is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.

CONTRACTOR CERTIFICATION

Signed: 
(Authorized Recipient Name/Title)

Date: 10/23/2011

Print Name: Steve Twedt, P.E., Vice President

Organization: Neel-Schaffer, Inc.

ATTACHMENT C

CERTIFICATION OF CONTRACTOR REGARDING EXECUTIVE ORDER 12989 E-VERIFY

EXECUTIVE ORDER 12989 and EXECUTIVE ORDER 13465, amending Executive Order 12989, as amended. Federal contractors and subcontractors are required to use E-Verify as of September 8, 2009. Executive Order 12989 mandates the electronic verification of all employees working on any federal contract. The amended Executive Order reinforces the policy that the federal government supports a legal workforce.

E-Verify to verify employment eligibility

In accordance with 48 CFR Part 22.18, Contractor shall enroll as a Federal Contractor in the E-Verify program within 30 calendar days of the award of this Contract. Within 90 calendar days of the enrollment in the E-Verify program, Contractor shall begin to use E-Verify to verify the employment eligibility of all new hires of the Contractor who are working in the United States, whether assigned to this Contract or not, within 3 business days after the date of hire; and for each employee assigned to this Contract, Contractor shall initiate verification within 90 calendar days after date of enrollment in the E-Verify program or within 30 calendar days of the employee's assignment to work under this Contract, whichever date is later. The Contractor shall include the requirements of this clause in each subcontract that:

- (1) Is for –
 - (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (commercially available off the shelf item) (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - (ii) Construction
- (2) Has a value of more than \$3,000; and
- (3) Includes work performed in the United States.

Contractor may find more information on Contractor's requirement to use E-Verify at www.dhs.gov/e-verify.

CONTRACTOR CERTIFICATION

On behalf of the Company, I have read and fully agree to comply with Executive Order 12989 (E-Verify), and become a party to the full implementation of this requirement.

Dax Alexander, P.E., President

Name and Title of the Authorized Representative (print or type)

Dax alexander

Signature of Authorized Representative

10-17-17

Date

CERTIFICATION OF CONTRACTOR REGARDING
SEGREGATED FACILITIES
(For Prime Contracts Exceeding \$10,000)

Name of Prime Contractor: Brown, Mitchell & Alexander, Inc.

Project Name and Number: _____

The undersigned hereby certifies that:

(a) No segregated facilities will be maintained as required by
Title VI of the Civil Rights Act of 1964.

CONTRACTOR CERTIFICATION

Dax Alexander, P.E., President

Name and title of Authorized Representative (print or type)

Dax Alexander
Signature of Authorized Representative

10-17-17
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION Lower Tier Covered Transactions*

(Note: **Lower Tier** refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds).

Title 24 Code of Federal Regulations Part 24 requires that the City not enter into contract with any agency, corporation, partnership, or other legal entity that has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. As a condition of receiving funding under the Community Development Block Grant, HOME, Emergency Shelter, and Housing Opportunities for Persons with AIDS (HOPWA) programs, you are required to sign the certification below which specifies that neither you nor your principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in programs funded by a Federal agency. It also certifies that you will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 24 CFR Part 24.

If you need to determine whether your agency/firm has been debarred or suspended, or if a subcontractor you plan to hire is suspended or debarred, please refer to the following sources:

- *List of Parties Excluded from Federal Procurement and Non-procurement Programs, issued by the U. S. General Services Administration, Office of Acquisition Policy. Contact the Superintendent of Documents, U.S. Government Printing Office, Washington D.C. 20402. Telephone number is 202-512-1800.*
- *Internet access is also available at: <http://epls.arnet.gov>*

NOTICE TO BIDDERS/CONTRACTORS

The City of Gulfport, either through its Procurement Department, or its Grantee, Mississippi Development Authority, as applicable, will document contractor compliance with this certification through www.epls.arnet.gov prior to acceptance and award of contract.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

for

City of Gulfport

Community Development Block Grant (CDBG) Program, Katrina Supplemental Disaster Program (KCDBG), HOME Investment Partnership Program (HOME)

Contractor: **Brown, Mitchell & Alexander, Inc.**

Contract: _____

Contract Year: _____

1. The Contractor certifies to the best of its knowledge and belief, that:
 - a. The Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
 - b. The Contractor and its principals have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. The Contractor and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 1. B. above; and;
 - d. The Contractor and its principals have not, within a three-year period preceding this contract, had one or more public transactions (Federal, State or local) terminated for cause or default.
2. The certification in this clause is a material representation of fact upon which reliance was placed. When the City determines that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate this Contract for cause or default.
3. The Contractor shall provide immediate written notice to the City if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "Grantee", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
5. The Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
6. The Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the County, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A Contractor may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Contractor may decide the method and frequency by which it determines the eligibility of its principals. Each Contractor may, but is not required to, check the Non-procurement List (of excluded parties).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. If a Contractor is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.

CONTRACTOR CERTIFICATION

Signed: Dax Alexander
(Authorized Recipient Name/Title)

Date: 10-17-17

Print Name: Dax Alexander, P.E., Principal

Organization: Brown, Mitchell & Alexander, Inc.

ATTACHMENT C

CERTIFICATION OF CONTRACTOR REGARDING EXECUTIVE ORDER 12989 E-VERIFY

EXECUTIVE ORDER 12989 and EXECUTIVE ORDER 13465, amending Executive Order 12989, as amended. Federal contractors and subcontractors are required to use E-Verify as of September 8, 2009. Executive Order 12989 mandates the electronic verification of all employees working on any federal contract. The amended Executive Order reinforces the policy that the federal government supports a legal workforce.

E-Verify to verify employment eligibility

In accordance with 48 CFR Part 22.18, Contractor shall enroll as a Federal Contractor in the E-Verify program within 30 calendar days of the award of this Contract. Within 90 calendar days of the enrollment in the E-Verify program, Contractor shall begin to use E-Verify to verify the employment eligibility of all new hires of the Contractor who are working in the United States, whether assigned to this Contract or not, within 3 business days after the date of hire; and for each employee assigned to this Contract, Contractor shall initiate verification within 90 calendar days after date of enrollment in the E-Verify program or within 30 calendar days of the employee's assignment to work under this Contract, whichever date is later. The Contractor shall include the requirements of this clause in each subcontract that:

- (1) Is for –
 - (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (commercially available off the shelf item) (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - (ii) Construction
- (2) Has a value of more than \$3,000; and
- (3) Includes work performed in the United States.

Contractor may find more information on Contractor's requirement to use E-Verify at www.dhs.gov/e-verify.

CONTRACTOR CERTIFICATION

On behalf of the Company, I have read and fully agree to comply with Executive Order 12989 (E-Verify), and become a party to the full implementation of this requirement.

Jason Chiniche, PE

Name and Title of the Authorized Representative (print or type)

Jason Chiniche, P.E.

Signature of Authorized Representative

10.19.17

Date

CERTIFICATION OF CONTRACTOR REGARDING
SEGREGATED FACILITIES

(For Prime Contracts Exceeding \$10,000)

Name of Prime Contractor: Neel-Schaffer, Inc.

Project Name and Number: City of Gulfport HWY 49-18th (EATS) Drainage Project

The undersigned hereby certifies that:

(a) No segregated facilities will be maintained as required by
Title VI of the Civil Rights Act of 1964.

CONTRACTOR CERTIFICATION

Jason Chiniche, PE

Name and title of Authorized Representative (print or type)

Jason Chiniche, P.E.
Signature of Authorized Representative

10.19.17

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION Lower Tier Covered Transactions*

(Note: **Lower Tier** refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds).

Title 24 Code of Federal Regulations Part 24 requires that the City not enter into contract with any agency, corporation, partnership, or other legal entity that has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. As a condition of receiving funding under the Community Development Block Grant, HOME, Emergency Shelter, and Housing Opportunities for Persons with AIDS (HOPWA) programs, you are required to sign the certification below which specifies that neither you nor your principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in programs funded by a Federal agency. It also certifies that you will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 24 CFR Part 24.

If you need to determine whether your agency/firm has been debarred or suspended, or if a subcontractor you plan to hire is suspended or debarred, please refer to the following sources:

- *List of Parties Excluded from Federal Procurement and Non-procurement Programs, issued by the U. S. General Services Administration, Office of Acquisition Policy. Contact the Superintendent of Documents, U.S. Government Printing Office, Washington D.C. 20402. Telephone number is 202-512-1800.*
- *Internet access is also available at: <http://epls.arnet.gov>*

NOTICE TO BIDDERS/CONTRACTORS

The City of Gulfport, either through its Procurement Department, or its Grantee, Mississippi Development Authority, as applicable, will document contractor compliance with this certification through www.epls.arnet.gov prior to acceptance and award of contract.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

for

City of Gulfport

Community Development Block Grant (CDBG) Program, Katrina Supplemental Disaster Program (KCDBG), HOME Investment Partnership Program (HOME)

Contractor: James J. Chiniche, PA Inc.

Contract: City of Gulfport HWY49 - 18th St. (EATS) Drainage Project

Contract Year: 2017

1. The Contractor certifies to the best of its knowledge and belief, that:
 - a. The Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
 - b. The Contractor and its principals have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. The Contractor and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 1. B. above; and;
 - d. The Contractor and its principals have not, within a three-year period preceding this contract, had one or more public transactions (Federal, State or local) terminated for cause or default.
2. The certification in this clause is a material representation of fact upon which reliance was placed. When the City determines that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate this Contract for cause or default.
3. The Contractor shall provide immediate written notice to the City if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "Grantee", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
5. The Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
6. The Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the County, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A Contractor may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Contractor may decide the method and frequency by which it determines the eligibility of its principals. Each Contractor may, but is not required to, check the Non-procurement List (of excluded parties).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. If a Contractor is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.

CONTRACTOR CERTIFICATION

Signed: Jason Chiniche, P.E.
(Authorized Recipient Name/Title)

Date: 10.19.17

Print Name: Jason Chiniche, PE

Organization: James J. Chiniche, PA Inc.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Human Resources

Date: 01/31/2018

Subject: Resolution - approving Agreement between the Gulfport School District (Academic Institutes at Gulfport High School) and the City of Gulfport with respect to student internships in City Departments, and for related purposes.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2018, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AGREEMENT BETWEEN THE GULFPORT SCHOOL DISTRICT (ACADEMIC INSTITUTES AT GULFPORT HIGH SCHOOL) AND THE CITY OF GULFPORT WITH RESPECT TO STUDENT INTERNSHIPS IN CITY DEPARTMENTS, AND FOR RELATED PURPOSES

WHEREAS, from time to time, the City desires to allow student interns from Gulfport High School, as a part of the Academic Institutes at Gulfport High School program, to “shadow” City employees in an effort to assist with career and job track decisions of those Gulfport High School students participating in the Academic Institutes program; and

WHEREAS, prior to a student interning with the City of Gulfport (limited hours during a limited number of weeks), the Gulfport School District, by and through the Academic Institutes at Gulfport High School, requires the entity hosting the student to execute a “School/Business Agreement” which sets out the agreements and understandings of the School District/High School and, in the case of the City, a copy of which is attached hereto as Exhibit “A”; and

WHEREAS, the Council finds it is in the best interest of the City to authorize execution of the “School/Business Agreement” by the Department Director in whose department the student will be serving as intern and that any such agreements executed by the City’s Directors shall be spread across the minutes of the Gulfport City Council within a reasonable period after execution.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the “School/Business Agreement” be and the same is hereby approved and the various Department Directors of the City are authorized to execute the same on behalf of the City with respect to students interning in or with their respective Departments and, within a reasonable period after execution, cause the executed agreement to be spread across the minutes of the Gulfport City Council.

SECTION 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2018.

APPROVED:

MAYOR



Academic Institutes at Gulfport High School
School-Business Agreement

Academic Institutes at Gulfport High School Responsibilities:

Be responsible for students' participation in workplace learning.
Discuss with the site coordinator the intent and purpose of the exploration as it relates to the student and the facility.
Observe students during explorations on a regularly scheduled basis.
Ensure that conditions are desirable and meet the requirements of the law and will not endanger the health, safety, or welfare of the student.
Develop and keep on file records, including affiliation agreements, individual observation plans, times of scheduled observations for the student and site locations.
Ensure that opportunities for exploration are open to all regardless of race, color, ancestry, religion, age, sex, or handicap. If student feels they have been discriminated against, they should call the Academic Institutes Advisor.

School Name: Academic Institutes at Gulfport High School _____
Program: _____

This agreement will remain in full force and effect as long as assigned students are performing training activities.

School Representative Signature: _____
Date: _____

Public Entity Responsibilities:

The facility representative will:

Have a clear understanding of the program objectives;

Assist in developing an observation plan for each student, and keep a copy on file;

Provide the school with performance evaluation forms on students;

Assign students to observations which will provide experiences consistent with purposes of the program;

Instruct students regarding safety procedures, rules, regulations, and expectations of the site;

Ensure that opportunities for exploration are open to all students regardless of race, color, ancestry, religion, age, sex, or handicap.

Company Name: _____

Address: _____

Site Representative/Employer Signature: _____

Date: _____

The Gulfport School District does not discriminate on the basis of race, color, religion, national origin, sex, age, or disability in the provision of educational programs and services or employment opportunities and benefits.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 01/18/2018

Subject: Resolution - approving Agreement for Term Contract Group C2A - Culvert & Ram Neck Piping, and authorizing the Mayor to execute the same.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: January 18, 2018

Re: Term Contract Group C2A – Culvert & Ram Neck Piping
Department of Public Works

I have reviewed the bids received on the above referenced group and recommend acceptance of the lowest and best bids submitted by Design Precast and G&O Supply as indicated by the highlighted area in each column.

I have attached a tabulation sheet for your review and approval.

Thank you for your consideration.

Group C2A - Culvert and Ram Neck Piping

Contract Period 01-01-2018 through 12-31-2018

Renewable Option 01-01-2019 through 12-31-2019

COMMODITY CODE		Design Precast and Pipe	G & O Supply Company Inc.	Coburn Supply, Inc.	Southern Pipe & Supply
	Section I - Round Concrete Pipe ASTM C-76, Class III w/Rubber Gasket				
	Diameter				
	1. 15" per foot	\$9.80	NO BID	NO BID	NO BID
	2. 18" per foot	\$12.25	NO BID	NO BID	NO BID
	3. 21" per foot	NO BID	NO BID	NO BID	NO BID
	4. 24" per foot	\$20.51	NO BID	NO BID	NO BID
	5. 27" per foot	NO BID	NO BID	NO BID	NO BID
	6. 30" per foot	\$29.61	NO BID	NO BID	NO BID
	7. 36"	\$39.88	NO BID	NO BID	NO BID
	8. 42"	\$49.74	NO BID	NO BID	NO BID
	9. 48"	\$65.03	NO BID	NO BID	NO BID
	10. 54"	\$80.10	NO BID	NO BID	NO BID
	11. 60"	\$100.36	NO BID	NO BID	NO BID
	Section II - Concrete Arch - ASTM C-506, Class III w/Preformed Mastic				
	Diameter				
	1. 18 X 11 per lineal foot	\$18.80	NO BID	NO BID	NO BID
	2. 22 X 13 per lineal foot	\$22.14	NO BID	NO BID	NO BID
	3. 29 X 18 per lineal foot	\$30.88	NO BID	NO BID	NO BID
	4. 36 X 23 per lineal foot	\$36.75	NO BID	NO BID	NO BID
	5. 44 X 27 per lineal foot	\$49.75	NO BID	NO BID	NO BID

Group C2A - Culvert and Ram Neck Piping

Contract Period 01-01-2018 through 12-31-2018

Renewable Option 01-01-2019 through 12-31-2019

COMMODITY CODE		Design Precast and Pipe	G & O Supply Company Inc.	Coburn Supply, Inc.	Southern Pipe & Supply
	6. 51 X 31 per lineal foot	\$67.25	NO BID	NO BID	NO BID
	7. 58 X 36 per lineal foot	\$85.00	NO BID	NO BID	NO BID
	8. 65 X 40 per lineal foot	\$103.00	NO BID	NO BID	NO BID
	9. 73 X 45 per lineal foot	\$132.00	NO BID	NO BID	NO BID
	Section III - Concrete Flared End Sections				
	1. 15" round each	\$320.00	NO BID	NO BID	NO BID
	arch each	\$320.00	NO BID	NO BID	NO BID
	2. 18" round each	\$320.00	NO BID	NO BID	NO BID
	arch each	\$320.00	NO BID	NO BID	NO BID
	3. 24" round each	\$340.00	NO BID	NO BID	NO BID
	arch each	\$340.00	NO BID	NO BID	NO BID
	4. 30" round each	\$380.00	NO BID	NO BID	NO BID
	arch each	\$380.00	NO BID	NO BID	NO BID
	5. 36" round each	\$720.00	NO BID	NO BID	NO BID
	arch each	NO BID	NO BID	NO BID	NO BID
	6. 42" round each	\$920.00	NO BID	NO BID	NO BID
	arch each	NO BID	NO BID	NO BID	NO BID
	7. 48" round each	\$980.00	NO BID	NO BID	NO BID
	arch each	NO BID	NO BID	NO BID	NO BID
	8. 54" round each	NO BID	NO BID	NO BID	NO BID
	arch each	NO BID	NO BID	NO BID	NO BID
	9. 60" round each	NO BID	NO BID	NO BID	NO BID
	arch each	NO BID	NO BID	NO BID	NO BID
	Section IV - HDPE Pipe Water Tight (Bell End) Connection, Smooth Interior				
	1. 15" per lineal foot	NO BID	\$8.09	\$8.11	\$8.11
	2. 18" per lineal foot	NO BID	\$10.63	\$10.66	\$10.66
	3. 24" per lineal foot	NO BID	\$17.92	\$17.97	\$17.97
	4. 30" per lineal foot	NO BID	\$26.05	\$26.12	\$26.12

Group C2A - Culvert and Ram Neck Piping					
Contract Period 01-01-2018 through 12-31-2018					
Renewable Option 01-01-2019 through 12-31-2019					
COMMODITY CODE		Design Precast and Pipe	G & O Supply Company Inc.	Coburn Supply, Inc.	Southern Pipe & Supply
	5. 36" per lineal foot	NO BID	\$32.49	\$32.58	\$32.58
	6. 42" per lineal foot	NO BID	\$42.08	\$42.18	\$42.18
	7. 48" per lineal foot	NO BID	\$53.03	\$53.16	\$53.16
	8. 60" per lineal foot	NO BID	\$91.32	\$91.55	\$91.55
	Section V - Nyloplast or Equal, PVC Drain Basins with Lockable Cast Iron Grates				
	1. 15" per lineal foot	NO BID	\$738.71	\$738.71	\$738.71
	2. 18" per lineal foot	NO BID	\$856.99	\$856.99	\$856.99
	3. 24" per lineal foot	NO BID	\$1,060.22	\$1,060.22	\$1,060.22
	4. 30" per lineal foot	NO BID	\$1,675.27	\$1,675.27	\$1,675.27
	Section VI - HDPE Pipe Perforated Sock Pipe – 20' Sections - Price per section				
	Diameter				
	1. 4"	NO BID	\$24.80	\$27.08	\$24.00
	2. 6"	NO BID	\$50.20	\$55.72	\$50.40
	3. 8"	NO BID	\$82.00	\$88.23	\$82.40
	4. 10"	NO BID	\$109.40	117.61	\$109.60
	5. 12"	NO BID	\$131.20	\$131.60	\$131.60
	6. 15"	NO BID	\$179.00	\$179.40	\$179.40
	7. 18"	NO BID	\$238.40	\$239.20	\$239.20
	8. 24"	NO BID	\$391.80	\$393.00	\$393.00
	Section VII - HDPE Pipe, 20' Sections				
	Diameter				
	1. 15" Flared End	NO BID	\$177.74	178.19	\$178.19
	2. 18" Flared End	NO BID	\$238.78	239.38	\$239.38
	3. 24" Flared End	NO BID	\$306.42	307.19	\$307.19

Group C2A - Culvert and Ram Neck Piping**Contract Period 01-01-2018 through 12-31-2018****Renewable Option 01-01-2019 through 12-31-2019**

COMMODITY CODE		Design Precast and Pipe	G & O Supply Company Inc.	Coburn Supply, Inc.	Southern Pipe & Supply
	Section VIII - HDPE Perforated Sock Pipe, Flexible - 100 ft. Roll				
	1. 4" Perforated Under-Drain sock pipe	NO BID	\$54.00	\$54.00	\$54.00
	2. 6" Perforated Under-Drain sock pipe	NO BID	\$120.00	\$120.00	\$120.00
	Section IX - Ram Neck Cut Length				
	1. 1" x 2'5"	NO BID	NO BID	NO BID	NO BID
	2. 1 1/2" x 3'5"	NO BID	NO BID	NO BID	NO BID
	3. 1 3/4" x 3'5"	NO BID	NO BID	NO BID	NO BID

Design Pre-Cast & Pipe Inc.
P.O. Box 2401
Gulfport Ms 39502
(228) 831 5833 Fax# (228) 831-2791
Chris A. Fore
rgregory@designprecast.com

G&O Supply Co. Inc.
18188 Hwy. 49
Saucier, Ms 39574
(228) 832- 9655 Fax# (228) 832-9677
Ted Forbes
tforbes@gosupplyinc.com

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2018, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDED BID FOR
“TERM CONTRACT GROUP C2A – CULVERT AND RAM NECK PIPING”,
APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND DESIGN
PRECAST & PIPE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON
BEHALF OF THE CITY**

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group C2A – Culvert and Ram Neck Piping) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and four (4) bids were received on the commodity noted above, with DESIGN PRECAST & PIPE of Gulfport, Mississippi, being the low bidder for those items noted on the bid tabulation sheet under the DESIGN PRECAST & PIPE name and shaded in gray, as referenced in the Memorandum of Connie Debenport and tabulation sheet which is contained among those documents attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is contained among those documents attached hereto as Exhibit “A”.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY
COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:**

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “A” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2018.

APPROVED:

MAYOR

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMMODITY (Group C2A – Culvert and Ram Neck Piping)
SUPPLIER ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2018, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and DESIGN PRECAST & PIPE (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best bid as found on the bid tabulation sheet as approved by the CITY Council (i.e., for those items noted on the bid tabulation sheet under the DESIGN PRECAST & PIPE name and shaded in gray)). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

Article II. Contract Times.

SUPPLIER must agree to commence delivery of items requested via purchase order or other written documentation of order within the time frames set out in the bid documents (i.e., bid specifications and bid proposal) (to the extent that a time frame is set out in the bid documents). Failure to make delivery within any required time frame will be justification by the CITY for termination of this Agreement.

This Contract will be effective from and after January 1, 2018, for a period of three hundred sixty-five (365) days (“Contract Term”). It is agreed that there is one (1) optional period of three hundred sixty-five (365) calendar days, such option period to commence upon expiration of the Contract Term (“Option Term”). Such Option Term shall be effective if both CITY and SUPPLIER agree to exercise this option and extend the Contract Term for this second three hundred sixty-five (365) day term, with all prices remaining constant during such time.

Article III. Contract Price.

CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER’s Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit “A” and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for

twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

Article V. Contract Documents.

The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

Article VI. Warranties.

SUPPLIER expressly warrants that all commodities, goods, and deliverables furnished or provided under this agreement will be new, will be free from defect in material and workmanship, and shall be free and clear of all liens, mortgages, security interests or other encumbrances. SUPPLIER further warrants that all such commodities, goods, and deliverables will conform to any specifications, drawings, statements or representations made to the CITY or otherwise appearing on the containers or labels or advertisements for such items and that any such commodities, goods, and deliverables will be adequately contained, packaged, marked and labeled. SUPPLIER also warrants that all commodities, goods, and deliverables furnished hereunder or in connection with this agreement will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. If SUPPLIER knows or has reason to know the particular purpose for which the CITY intends to use the commodities, goods, or deliverables, SUPPLIER warrants that such items will be fit for such particular purpose. SUPPLIER shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the CITY. SUPPLIER agrees to promptly replace or correct defects of any commodities, goods, or deliverables not conforming to the foregoing warranties, without expense to the CITY, when notified of such nonconformity by the CITY for up to one year after acceptance of the same, provided the CITY elects to provide the SUPPLIER the opportunity to do so. If SUPPLIER fails to correct defects in or replace nonconforming commodities, goods, or deliverables, the CITY, after reasonable notice to SUPPLIER, may make such corrections or replace such goods and services and charge SUPPLIER for the cost incurred by the CITY in doing so. SUPPLIER recognizes that the CITY's requirements may require immediate repairs, re-working, or replacement of defective commodities, goods, or deliverables, without notice to the SUPPLIER. In such event, SUPPLIER shall reimburse the CITY for the costs, delays, or other damages which the CITY has incurred. In the event of a conflict with the length or duration of any warranties involving commodities, goods, or deliverables provided or sold to the CITY in connection with this agreement and any other warranties, whichever warranty is longer in duration or tenure shall prevail.

Article VI. Miscellaneous.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

CITY and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, representations, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

DESIGN PRECAST & PIPE

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: _____

DATE: _____



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Linda Elias, Comptroller
Administration

Date: 01/19/2018

Subject: Resolution - approving Amendment to Merchant Processing Agreement, and authorizing the Mayor to execute the same.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2018, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE MERCHANT FUNDED TO SERVICE FEE AMENDMENT TO MERCHANT PROCESSING AGREEMENT, TO AUTHORIZE THE MAYOR TO EXECUTE SAID AMENDMENT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi, is a municipal corporation organized and existing according to the laws of the State of Mississippi and is governed by its Mayor and City Council ("Governing Authority"); and

WHEREAS, the City of Gulfport previously entered into a Merchant Processing Agreement for the handling of credit card payments; and

WHEREAS, during the implementation period, the costs associated with use of Credit Cards was funded by the merchant (ie, the City) with a service fee program to be instituted once the implementation period is completed; and

WHEREAS, the implementation period has now ended and, accordingly, it is necessary to amend the Merchant Processing Agreement to commence the service fee program (ie, credit card users pay the fee rather than the City), and the attached "Merchant Funded to Service Fee Amendment to Merchant Processing Agreement" will serve to initiate the service fee program.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO-WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the Merchant Funded to Service Fee Amendment to the Merchant Processing Agreement be and it is hereby approved in substantially the same form as is found in Exhibit "A" to this resolution, and the Mayor be and he is, hereby, authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor,
this the _____ day of _____, 2018.

APPROVED:

MAYOR

MERCHANT FUNDED TO SERVICE FEE AMENDMENT TO
MERCHANT PROCESSING AGREEMENT

This Amendment to the Merchant Processing Agreement Terms and Conditions ("Amendment") entered into as of November 1, 2017 ("Amendment Effective Date") and is by and among Merrick Bank Corporation, a Utah industrial banking corporation ("Member Bank"), Automated Merchant Systems, Inc. ("AMS") and the government entity signing below (the "Merchant") and amends that certain Merchant Processing Agreement dated November 14, 2016, reflecting an initial fixed monthly Service Fee program (\$14,500 per month) to be converted to a Service Fee program (the "Program") for merchants and fees identified below. Member Bank, AMS and the Merchant agree the Program contained in this Amendment shall supersede and prevail over any contradictory or inconsistent terms and conditions contained in the Agreement, as amended from time to time, and agree further that all capitalized terms used, but not otherwise defined herein, shall have the meanings assigned thereto in the Agreement. Once the Program is implemented, the following Fee Schedule will replace the original Fee Schedule:

The Fee Schedule

You understand and acknowledge that you have elected to participate in the Service Fee Program (the "Program"). The Program allows registered and approved merchants (approved Merchant IDs or MIDs) to assess a variable service fee (a "Service Fee") on certain debit and credit card transactions. Registration and participation in the Program is subject to approval by the applicable Payment Brands and you acknowledge that you may not be eligible to participate in the Program. If registration and Payment Brand approval is obtained, you agree to comply with all Program requirements. ISO (AMS) may terminate, amend, modify or otherwise alter this Agreement, the Program, or the structure, nature or amount of the Service Fee at any time with written notice to you. You authorize and direct Member Bank to settle the proceeds received for Service Fees into the ISO's bank account. In the event that you receive any portion of the Service Fees, you agree to promptly pay such amounts to ISO. **Service Fees collected by ISO will be retained by ISO and you will not be responsible for the payment of any Fees or Third Party Costs.** Nothing in this Section shall be deemed to alleviate or reduce any of your other obligations under the Agreement, including, but not limited to, your responsibilities with regard to Penalties and Dispute Items and your obligation to pay early termination fees, if applicable, pursuant to Section 10 of the Payment Processing Agreement.

The following Merchants are converting to the Service Fee program:

MID	Location Name	Service Fee
730289324	Gulfport Urban Dev OTC	3.50%
730289230	Gulfport Courts OTC	3.50%
730289926	Gulfport Gov Services 49	3.50%
730289269	Gulfport Gov Services 23	3.50%
730289308	Gulfport Leisure Services OTC	3.50%
730289311	Gulfport Police OTC	3.50%
730289272	Gulfport Gov Srv Web	3.50%
730289337	Gulfport Urban Dev WEB	3.50%

In addition, the following fees apply:

Chargebacks, ACH Returns & Optional Reporting Item Costs

Chargebacks	ACH Rejects	Optional Reporting Fee
\$ 15.00	\$ 30.00	\$ 8.00 Per User ID

Except as expressly modified hereby, the terms and conditions of the Agreement remain in full force and effect and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives.

Automated Merchant Systems, Inc.

City of Gulfport

By: _____

By: _____

Title: President

Title: _____



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 01/31/2018

Subject: Resolution - Approving Supplemental Agreement No. 1 to contract with Jay Bearden Construction, Inc., for the Courthouse Road Improvements from US 90 to Pass Road Project, and authorizing the Mayor to execute the same.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2017, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE SUPPLEMENTAL AGREEMENT #1 TO CONTRACT WITH JAY
BEARDEN CONSTRUCTION, INC., FOR THE COURTHOUSE ROAD
IMPROVEMENTS FROM US 90 TO PASS ROAD PROJECT, TO AUTHORIZE THE
MAYOR TO EXECUTE SAID AGREEMENT AND FOR RELATED PURPOSES**

WHEREAS, Jay Bearden Construction, Inc., was awarded the contract for construction of the improvements along Courthouse Road from Pass Road to Highway 90, install raised medians from Perry Street south to Highway 90 with 4 lanes (2 lanes in each direction), add a continuous 10 foot wide multi-use path for both walkers and bicyclists on the east side, add landscaping, add streetlights, and add a pedestrian crossing signal at 33rd Street for Gulfport High School Students; and

WHEREAS, certain and various changes to the contract as more fully set forth in the attached Supplemental Agreement #1 which is attached hereto as a part of Exhibit “A”, resulting in an INCREASE in costs (\$4,962.25) as more fully described in the memorandum from City Engineer Kris Riemann; and

WHEREAS, the Project Engineer (Pickering Firm) and City Engineer have recommended approval of Supplemental Agreement #1; and

WHEREAS, approval of Supplemental Agreement #1 is in the best interest of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That Supplemental Agreement #1 to the City's contract with Jay Bearden Construction, Inc. be and it is hereby approved in the form as is found in Exhibit "A" to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That the proposed changes to the contract are necessary and/or incidental to the completion of the work as originally bid, are not outside the scope of the original contract, are commercially reasonable and not made to circumvent the public purchasing statutes.

SECTION 4. That the INCREASE in cost is reasonable in light of all relevant facts and circumstances.

SECTION 5. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2018.

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, Purchasing Manager

Date: January 29, 2018

**Re: Request to Approve Supplemental Agreement #1
Courthouse Road from US90 to Pass Road
Bids Received 01-25-2017**

Please see attached letter of recommendation from Kris Riemann and associated documents detailing Supplemental Agreement #1 in the net additive amount of \$4,962.25 (no additional time is being requested). The City's 20% share is \$992.45 and funding will be covered through the existing budget.

The change is required to install Type 2 Combination Curb and Gutter in various locations of the project in lieu of installing Type 1 Combination Curb and Gutter. The change will allow traffic to access businesses by driving over the curb and Type 2 curb is a roll over curb.

Original Contract Amount	\$4,979,249.45
Supplemental Agreement #1	\$4,962.25
Total Contract Price	\$4,984,211.70

It is my recommendation that you approve this request contingent upon MDOT approval.

Thank you for your consideration.

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Wayne Miller, P.E., Public Works

Linda Elias, Finance

From: Kris Riemann, P.E.

RKR

Date: 1/26/18

Re: Recommendation to Approve Supplemental Agreement #1 for Construction

- Jay Bearden Construction Inc.

- Courthouse Road From US 90 to Pass Road

- Federal Aid Project STP-9372-00(009)LPA/106903-701000

Attached for your consideration is Supplemental Agreement #1 for Construction with Jay Bearden, Inc. for the referenced project in the additive amount of \$4,962.25 and amount of 0 productive days. This supplemental agreement is required to install Type 2 Combination Curb and Gutter in various locations on project in lieu of installing Type 1 Combination Curb and Gutter. This will allow the traffic to access businesses by driving over the curb. Type 2 curb is roll over curb. This agreement has been approved by MDOT.

This project is designed to pave Courthouse Road from Pass Road to Highway 90, install raised medians from Perry Street south to Highway 90 with 4 lanes (2 lanes in each direction), add a continuous 10 foot wide multi-use path for both walkers and bicyclists on the east side, add landscaping, add streetlights, add a pedestrian crossing signal at 33rd Street for Gulfport High School Students. The City's share will be 20% of the total Supplemental Agreement or \$992.45 and can be handled by the existing budget.

I recommend approval, contingent on the approval of the Mississippi Department of Transportation. Please place this item on the February 6, 2018 Council Agenda.

Attachments

1. Supplemental Agreement #1 for Construction
2. Email Chain from Pickering Engineering

Kris Riemann

From: Andy Phelan <aphelan@pickeringfirm.com>
Sent: Wednesday, January 24, 2018 8:26 AM
To: Kris Riemann
Cc: Sherry Beavers; Frank Parker; Cara Wagner
Subject: FW: City of Gulfport, MS; Courthouse Rd; STP-9372-00(009) LPA/106903-70100; Jay Bearden Contract; Supplemental Agreement No. 1
Attachments: SA1_exctd by Bearden PFLMDOT.PDF

Kris –

See attached fully executed (sans City) Supplemental Agreement to add the Type II curb and gutter to Courthouse. I assume this will need to get before council before City is ok to execute?

Let us know if you need anything else from us.

Thanks,

Andy Phelan, P.E.
Associate Principal Owner

Pickering Firm, Inc.
Service and Good Work, Our Foundation, Our Future.
126 Rue Magnolia
Biloxi, MS 39530 PH 228.432.5925
Cell: 228.229.5021

From: Frank Parker
Sent: Wednesday, January 24, 2018 8:17 AM
To: Cara Wagner <cwagner@pickeringfirm.com>
Cc: Andy Phelan <aphelan@pickeringfirm.com>; Ron Ellis <rellis@pickeringfirm.com>
Subject: City of Gulfport, MS; Courthouse Rd; STP-9372-00(009) LPA/106903-70100; Jay Bearden Contract; Supplemental Agreement No. 1

MDOT executed attached supplemental agreement. Ready for submittal to City for approval. City needs to execute on page 2 (page 2 of 4 of Supplemental Agreement 1) and page 8 (page 2 of 2 of Quantity Adjustment) of attached PDF.

Frank

From: Starita, Chuck [<mailto:cstarita@mdot.ms.gov>]
Sent: Wednesday, January 24, 2018 7:46 AM
To: Frank Parker
Cc: Seyfarth, David
Subject: FW: City of Gulfport, MS; Courthouse Rd; STP-9372-00(009) LPA/106903-70100; Jay Bearden Contract; Supplemental Agreement No. 1

Please see the attached signed S/A. The LPA may now approve the S/A. After it is approved, please scan copy back to me and I will enter it in Site Manager.

Chuck Starita, P.E.
Asst. District 6 LPA Engineer
Mississippi Department of Transportation

From: Castleberry, Kelly
Sent: Tuesday, January 23, 2018 3:37 PM
To: Starita, Chuck <cstarita@mdot.ms.gov>
Cc: Faggard, Gabe <gfaggard@mdot.ms.gov>; Seyfarth, David <dseyfarth@mdot.ms.gov>; Jones, Adella <amjones@mdot.ms.gov>
Subject: RE: City of Gulfport, MS; Courthouse Rd; STP-9372-00(009) LPA/106903-70100; Jay Bearden Contract; Supplemental Agreement No. 1

Please find the attached signed agreement.

Kelly

From: Starita, Chuck
Sent: Thursday, January 18, 2018 3:08 PM
To: Castleberry, Kelly <kcastleberry@mdot.ms.gov>
Cc: Faggard, Gabe <gfaggard@mdot.ms.gov>; Seyfarth, David <dseyfarth@mdot.ms.gov>; Jones, Adella <amjones@mdot.ms.gov>
Subject: FW: City of Gulfport, MS; Courthouse Rd; STP-9372-00(009) LPA/106903-70100; Jay Bearden Contract; Supplemental Agreement No. 1

Please see the attached S/A for your review and signature.

Chuck Starita, P.E.
Asst. District 6 LPA Engineer
Mississippi Department of Transportation
16499 Hwy 49 / Saucier, MS 39574
Cell (228) 326-3626
Office (228) 832-0682 Fax (228) 831-5386

From: Frank Parker [mailto:fparker@pickeringfirm.com]
Sent: Thursday, January 18, 2018 2:42 PM
To: Starita, Chuck <cstarita@mdot.ms.gov>
Cc: Seyfarth, David <dseyfarth@mdot.ms.gov>; Jay Bearden Construction <ryan@jbc.ms>; Keith Bearden <keith@jbc.ms>; Andy Phelan <aphelan@pickeringfirm.com>; Cara Wagner <cwagner@pickeringfirm.com>
Subject: City of Gulfport, MS; Courthouse Rd; STP-9372-00(009) LPA/106903-70100; Jay Bearden Contract; Supplemental Agreement No. 1

Chuck,

For consideration and execution by MDOT's District 6 Engineer, attached is proposed supplemental agreement no. 1 (executed by Jay Bearden Construction, Inc. & Pickering Firm, Inc.) including Power of Attorney for Contractor's Surety. Supplemental agreement includes MDOT's comments and revisions from below email. Quantity Adjustment is included with the supplemental agreement (PDF) for the amount of \$4,962.25.

We found out today from City of Gulfport that City will accept electronic version of executed supplemental agreement. Please let us know if you need anything else from us on this proposed supplemental agreement for MDOT's consideration and execution of same.

Thanks,

Frank

Frank B. Parker, P.E.

City of Gulfport, MississippiProject No. STP-9372-00(009) LPA/106903-701000.SUPPLEMENTAL AGREEMENT NO. 1

Bond No. 106737223

WHEREAS, WE, Jay Bearden Construction, Inc., Contractor, and Travelers Casualty and Surety Company of America, Surety, entered into a contract with the City of Gulfport, Mississippi, LPA, on the 11th day of May, 2017, for the construction of Federal Aid Project No. STP-9372-00(009) LPA/106903-701000, Harrison County; AND

WHEREAS: The project provides for Reconstruction of Courthouse Road from U.S. Highway 90 to Pass Road. Work includes paving, raised medians, sidewalks, sub-surface drainage, roadway lighting, and the installation of traffic signals; AND

WHEREAS: During the course of construction of this project it became necessary to add some items of work, increase other line items, and decrease other line items; AND

WHEREAS: During the course of construction of this project the LPA requested using Type 2 Combination Curb and Gutter in various locations on project in lieu of installing Type 1 Combination Curb and Gutter; AND

NOW, THEREFORE, It is mutually agreed that the existing contract between the City of Gulfport and Jay Bearden Construction, Inc. will be amended to include the following Pay Item at the price and quantity listed herein:

<u>Pay Item Number</u>	<u>Description</u>	<u>Original Quantity</u>	<u>Revised Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount Increase/ (Decrease)</u>
609-D002	Combination Concrete Curb and Gutter Type 2	0	575	LF	\$ 23.13	\$ <u>13,299.75</u>

TOTAL INCREASE THIS SUPPLEMENTAL AGREEMENT.....\$13,299.75

NOW THEREFORE: Any increase in contract time shall be in accordance with Subsection 108.06 of the Standard Specifications for Road and Bridge Construction.

City of Gulfport, Mississippi
Project No. STP-9372-00(009) LPA/106903-701000,
SUPPLEMENTAL AGREEMENT NO. 1

NOW, THEREFORE, WE Jay Bearden Construction, Inc., Contractor, and Travelers Casualty and Surety Company of America, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 12th day of January, 2018.

Travelers Casualty and Surety Company of America
Surety

By: Kelli E. Burnum
(Signature) Kelli E. Burnum, Date
Attorney-in-Fact

Jay Bearden Construction, Inc.
Contractor

Keith Bearden 1-12-18
(Signature) Date

RECOMMENDED FOR APPROVAL:

Frank B. Parker 1-18-18
LPA Project Engineer Date
Frank B. Parker, P.E.
Project Engineer, Pickering Firm, Inc.

Kelly R. Castleberry January 23, 2018
MDOT District 6 Engineer Date
Kelly Castleberry, P.E.

APPROVED:

Robert K. Riemann
LPA OFFICIAL Date
Robert K. Riemann, P.E.
Director of Engineering, City of Gulfport, MS

City of Gulfport, Mississippi
Project No. STP-9372-00(009) LPA/106903-701000.
SUPPLEMENTAL AGREEMENT NO. 1

SUPPLEMENTAL SHEET 1 of 2

DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED:

WHEREAS: During the course of construction of this project the LPA requested using Type 2 Combination Curb and Gutter in various locations on project in lieu of installing Type 1 Combination Curb and Gutter. This type of curb and gutter to be used for commercial access for truck deliveries over curb and gutter in parking lots where driveway entrances had previously existed.

(Remainder of this page intentionally blank)

City of Gulfport, Mississippi
Project No. STP-9372-00(009) LPA/106903-701000,
SUPPLEMENTAL AGREEMENT NO. 1

SUPPLEMENTAL SHEET 2 of 2

DETAIL ANALYSIS OF UNIT PRICES:

Price for Type 2 Combination Curb and Gutter found to be within allowable range for comparable work by the MDOT Construction Division.

(Remainder of this page intentionally blank)

TRAVELERS**POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 229759

Certificate No. 006544662

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

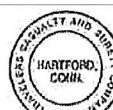
John G. Raines, John E. Marchetti, D. Ray Robertson, Rita G. Clark, Kelli E. Burnum, and Sharon M. Tarver

of the City of Ridgeland, State of Mississippi, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of October, 2015.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 20th day of October, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

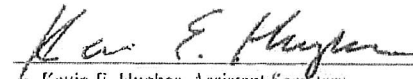
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of January, 2018.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

QUANTITY ADJUSTMENT

1. QUANTITY ADJUSTMENT NO. 1 2. DATE: 1/18/2018
3. PROJECT NO. STP-9372-00(009) LPA/106903-701000 4. LPA: CITY OF GULFPORT
5. COUNTY: Harrison
6. The following changes on the above project with stations, quantities, and items involved are recommended for the reasons stated in detail:

Pay Item	Description	Previous Quantity	Revised Quantity	Increase or Decrease	Unit	Unit Price	Amount
609-D002	Combination Concrete Curb and Gutter Type 2	0.00	575.00	575.00	LF	\$23.13	\$13,299.75
609-D001	Combination Concrete Curb and Gutter Type 1	14,776.00	14,201.00	(575.00)	LF	\$14.50	(\$8,337.50)
TOTAL							\$4,962.25

REASONS:

609-D001 Combination Concrete Curb and Gutter Type 1 - During the course of construction of this project the LPA requested using Type 2 Combination Curb and Gutter in various locations on project in lieu of installing Type 1 Combination Curb and Gutter.

WORKSHEET

Page 2 of 2

QUANTITY ADJUSTMENT NO. 1

PROJECT NO. STP-9372-00(009) LPA106903-701000,

Enter only areas in red

7. Total Cost per Gov. Est. dated 5/26/2017

\$5,406,560.00 a+b+c

- a. Contingencies
b. Construction
c. CE&I

Participating	Non-Participating
---------------	-------------------

\$932.90	\$0.00
\$4,979,249.45	\$0.00
\$426,377.65	\$0.00

from gov est
from gov est
from gov est

8. Previous Quantity Adjustments to this Gov. Est.

\$0.00	\$0.00
--------	--------

from previous QAs

9. This Quantity Adjustment

\$4,962.25	\$0.00
------------	--------

from page 1

10. CE&I Adjustments dated

\$0.00	\$0.00
--------	--------

from CE&I SAs

11. Rev. Total Est. Cost of Project

\$5,410,509.35	\$0.00
----------------	--------

\$5,410,509.35

* Note: If line 11 is greater than line 7, then a revised government estimate is required.

12. Federal match % 80.00%

federal portion if not above the maximum awarded

\$4,328,471.48

from gov est

13. Original Federal Funds Requested

\$3,835,469.00

from gov est

14. Current Estimated Federal Portion

\$3,835,469.00

7-13

15. Original Estimated Local Portion

\$1,571,091.00

7-13

16. Current Estimated Local Portion

\$1,571,091.00

11-14

Recommended for Approval

Handwritten signature
LPA Project Engineer / Architect Date 1-18-2018

Approved

LPA Official

Date

from gov est
=(participating from line 11)-(federal Match % from line 12); not to exceed federal limit



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 01/19/2018

Subject: Resolution - approving Supplemental Agreement No. 2 (Change Order #2) (Revised) to agreement with A. Garner Russell & Associates, Inc., for the widening of 28th Street Project, and authorizing the Mayor to execute the same.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2018, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE SUPPLEMENTAL AGREEMENT #2 (CHANGE ORDER #2) (REVISED)
TO AGREEMENT WITH A. GARNER RUSSELL & ASSOCIATES, INC., FOR THE
WIDENING OF 28TH STREET PROJECT, TO AUTHORIZE THE MAYOR TO
EXECUTE SAID REVISED SUPPLEMENTAL AGREEMENT (CHANGE ORDER),
AND FOR RELATED PURPOSES**

WHEREAS, A. Garner Russell & Associates, Inc., was awarded the contract for Construction Engineering Services in connection with the Widening of 28th Street (22nd Avenue to 34th Avenue) Project located in the City of Gulfport; and

WHEREAS, the Supplemental Agreement #2 (Change Order #2) to the Agreement with A. Garner Russell & Associates, Inc. was previously approved by City Council on June 7, 2017, and the Mississippi Department of Transportation subsequently made changes to the cost of said agreement; and

WHEREAS, certain and various changes to the contract as more fully set forth in the attached revised Supplemental Agreement #2 (Change Order #2) (which is attached hereto as a part of Exhibit “A”), resulting in an INCREASE in contract cost (\$81,008.59) as more fully described in the memorandum from City Engineer Kris Riemann; and

WHEREAS, the City Engineer has recommended approval of Supplemental Agreement #2 (Change Order #2) as revised; and

WHEREAS, approval of Supplement Agreement #2 as revised is in the best interest of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That Supplemental Agreement #2 (Change Order #2) (as revised) to the City's contract with A Garner Russell & Associates, Inc., be and it is hereby approved in the form as is found in Exhibit "A" to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That the proposed changes to the contract are necessary and/or incidental to the completion of the work as originally bid, are not outside the scope of the original contract, are commercially reasonable and not made to circumvent the public purchasing statutes.

SECTION 4. That the INCREASE in cost is reasonable in light of all relevant facts and circumstances.

SECTION 5. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted,
this the _____ day of _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2018.

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, Purchasing Manager

Date: January 19, 2018

**Re: Request to Approve Change Order/Supplemental Agreement #2 -REVISED
Contract Agreement with A. Garner Russell
28th Street Improvements (22nd Avenue to 34th Avenue)
Project STP-9098-00(002) LPA/105418-70100**

Please see attached letter of recommendation from Kris Riemann, Director of Engineering requesting approval of the Change Order/Supplemental Agreement #2 – REVISED, in the amount of \$81,008.59.

This is required to provide CE&I services for 75 days of additional work related to construction contract time increases.

Original Contract Amount	\$342,310.65
Change Order/Supplement Agreement #1-Approved 10-18-16	\$61,166.12
Change Order/Supplement Agreement #2-REVISED	\$81,008.59
Total Contract Price	\$484,485.36

Thank you for your consideration.

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes Wayne Miller, P.E., Public Works
Dr. John Kelly, CAO Linda Elias, Finance

From: Kris Riemann, P.E. *RKR*

Date: 1/19/18

Re: **Recommendation to Approve Supplemental Agreement #2 for Construction Engineering Services
(Revised by MDOT)**

- A. Garner Russell & Associates, Inc.
- Widening of 28th Street (22nd Avenue to 34th Avenue)
- Project No. STP-9098-00(002) LPA/105418-701000

Attached for your consideration is Supplemental Agreement #2 for Construction Engineering Services with A. Garner Russell & Associates, Inc. for the referenced project in the additive amount of \$81,008.59.

This supplemental agreement is necessary to provide CE&I services for 75 days of additional work related to construction contract time increases, as detailed in work related to Contractor's Supplemental Agreement No. 2 & 3. These services include review of Contractor's price for alterations to the contract, review of contractor's claims for additional productive days in contract time, performance by the testing sub-consultant of additional geotechnical exploration and soil-cement mix design necessitated by very poor soil conditions, and additional testing services related to said contract alterations and other miscellaneous related items. The Engineer's role must continue and has taken additional time to get the contractor and MDOT to approve supplemental agreements No. 2 & 3. MDOT made changes to the cost of Supplemental Agreement #2 which was previously approved by the Council in June 2017. This revision is per MDOT's changes.

This project is designed to widen 28th Street from 22nd Avenue to 34th Avenue from 2 lanes to 5 lanes. The project is funded 80% by the Mississippi Department of Transportation and 20% by the City of Gulfport and the contract is under construction. Funds are available for the City's share of \$16,201.71 in the current budget.

I recommend approval, contingent on the approval of the Mississippi Department of Transportation. Please place this item on the February 6, 2018 Council Agenda.

Attachments: 1. David Ball, P.E., Letters dated 5/22/17 and 1/12/18
2. Supplemental Agreement #2



January 12, 2018

Mr. Kris Riemann, P.E.
Director of Engineering
City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507

**RE: STP-9098-00(002) LPA/105418-701000
28th Street Improvements (22nd Avenue to 34th Avenue)**

Dear Mr. Riemann:

Please find attached three partially executed copies of proposed Supplemental Agreement No. 2, along with a memo explaining the costs and justifications for the additional project fees. If acceptable, please forward all three copies to David Seyfarth along with a request for review and concurrence from MDOT. Upon their approval, two originals will be returned to you for execution by the City.

You may recall that this Supplemental Agreement was previously submitted to and approved by MDOT, but after approval by the City of Gulfport and prior to their execution, the MDOT determined additional changes were required. Those changes resulted in a reduction of the total additional fees from that which the City previously approved, but changed nothing in regard to the need or scope of the change. Because MDOT's changes resulted in a reduction in the total allowable fee, I am unsure whether this Supplemental Agreement needs to be reviewed and approved by your City Council again.

If you have any questions or need additional information, please contact me.

Sincerely,

David Ball, P.E.

DB:1616
Attachment



MEMORANDUM

Date: 5/22/2017
To: Kris Riemann, P.E., City of Gulfport
From: David Ball, P.E.
RE: 28th St Reconstruction & Widening
CE&I Supp. Agree. No. 2

As you are aware, we have recently submitted a proposed Supplemental Agreement No. 2 ("CE&I S/A #2") for your review and for the City's approval. This proposed supplemental agreement provides additional compensation for A. Garner Russell & Assoc. ("AGR") for all CE&I and Testing services during the remainder of the construction contract, as modified by the City's approval of Supplemental Agreement No. 3 ("S/A #3") by Huey Stockstill, Inc. During our recent conversation, you expressed concern that the existing information provided by AGR does not make it clear that the City was not billed at normal rates during the extended delay caused by the poor soil conditions on-site, which occurred from June 2016 through January 2017. Therefore, in support of our request regarding proposed CE&I S/A #2, we ask that you consider the following information:

• Average CE&I billing to date (25 months total)	\$12,946.87
• Average CE&I billing during the delay (7 months total)	\$7,541.62
• Average CE&I "savings" during the delay	\$5,405.25
• Total CE&I "savings" during the delay	\$37,836.75
• Construction Cost during the delay	~\$182,117.74 (over Pay
Apps 14-18 from Jun 2016 thru Nov. 2016)	

During the delay period, the Contractor built approximately \$130,000 in Permanent Traffic Control items on-site, including traffic controllers, traffic lights, traffic equipment poles, radio interconnects, and other permanent and critical infrastructure at several locations. This was a "good faith effort" on their part to continue production on the job in spite of the delay. While this type of work would normally be completed during the performance of other items of work and would therefore benefit from an "economy of scale" with regard to Resident Project Representative ("RPR") services, the delay on-site led to a more focused inspection for these items. As you know, the delay was not caused by the Contractor or by AGR.

In spite of this delay and the subsequent more concentrated RPR services for traffic control items, the City realized an effective savings during the delay period of almost \$38,000 in the form of reduced CE&I billings, as demonstrated by the figures above. This reduction was achieved in spite of the continuing need for daily monitoring of the site for traffic safety, stormwater management issues, other miscellaneous work performed by the Contractor, on-going traffic- and construction-related complaints and concerns, coordinations with the geotechnical/testing sub-consultant Burns Cooley Dennis ("BCD"), and all negotiations with the

April 5, 2017

Contractor and MDOT for S/A #3. In short, we reduced job-related efforts as much as we felt possible without compromising the integrity of the project.

Furthermore, the City's approval of S/A #3 led to a significant increase in testing costs, both in the Geotechnical Investigation/Recommendation as performed during the delay by BCD and in increased testing costs performed by same as required by the terms of S/A #3. In fact, CE&I S/A #2 includes over \$21,000 in increased testing costs to BCD.

Based on the above and on the explanation included as part of CE&I S/A #2, we therefore believe that the additional costs indicated in our CE&I S/A #2 are fair and reasonable and we request the City's approval so that our services can continue smoothly on-site.

Between the
City of Gulfport
And
A. Garner Russell & Assoc., Inc.

SUPPLEMENTAL AGREEMENT NO. 2

28th Street Improvements (22nd Avenue to 34th Avenue)
Harrison
Project No. STP-9098-00(002)LPA/105418-701000

WHEREAS, A. Garner Russell & Assoc., Inc. (the CONSULTANT) entered into the Construction Engineering & Inspection (CE&I) Contract with the City of Gulfport (the LPA) on the 18th of November, 2014, to perform Construction Engineering & Inspection services in accordance with Exhibit 2 of the contract, as provided for in Project No. STP-9098-00(002)LPA/105418-701000 (the PROJECT); and,

WHEREAS, the CONSULTANT has been requested to provide additional CE&I services resulting from a change in the scope of the project; and,

WHEREAS, the LPA agrees that the CONSULTANT is entitled to additional compensation for Additional Services (Extra Work) as required by the LPA; and

WHEREAS, the CONSULTANT agrees to perform the Extra Work for an additional cost not to exceed **\$81,008.59**;

NOW THEREFORE, it is mutually agreed that the CONSULTANT will accomplish such Additional Services (Extra Work) in accordance with the Contract as modified herein and the LPA will compensate the CONSULTANT for services as follows:

Scope-Of-Work

The CONSULTANT has been requested to provide additional services related to the PROJECT which include:

Providing additional CE&I services for an additional 49 productive days as a result of construction Contract time increases, as detailed in Contractor's Supplemental Agreement Nos. 2 and 3.

The Maximum Allowable Cost shall be amended to add the sum of **\$81,008.59** so the revised total Maximum Allowable Contract Costs is **\$484,485.36**. The new Maximum Allowable Cost is delineated below in the Schedule.

Schedule:

	Labor	Direct Cost	Subconsultants	Total
Original	\$301,238.64	\$0.00	\$41,072.01	\$342,310.65
SA #1	\$61,166.12	\$0.00	\$0.00	\$61,166.12
SA #2	\$59,685.59	\$0.00	\$21,323.00	\$81,008.59
Totals	\$422,090.35	\$0.00	\$62,395.01	\$484,485.36

The effective date of this Supplemental Agreement is **June 1, 2017**.

This Supplemental Agreement in no way modifies or changes the original of which it becomes a part except as specifically stated herein.

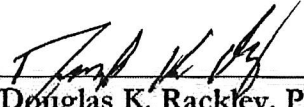
Dated, the _____ day of _____, 2018.

City of Gulfport

Mayor Billy Hewes

Dated, the 12 day of Jan., 2018.

A. Garner Russell & Assoc., Inc.



Douglas K. Rackley, P.E.

FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

28th Street Widening and Improvements

Prepared for:

Mississippi Department of Transportation

Project Number:

STP-9098-00(002)LPA/105418-701000

Gulfport, MS

Prepared by: A. Garner Russell & Assoc., Inc.

Date Submitted:

September 29, 2017

Date Revised:

Cost Summary

28th Street Widening and Improvements

Construction Engineering & Inspection Services

A. Garner Russell & Assoc., Inc.

Labor Costs

CE&I Services	\$	59,685.59
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Direct Costs

CE&I Services	\$	-
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Subtotal	A. Garner Russell & Assoc., Inc.	\$ 59,685.59
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Burns Cooley Dennis

Labor Costs

Testing Services		
------------------	--	--

Direct Costs

CE&I Services		
---------------	--	--

Subtotal Burns Cooley Dennis Costs		\$21,323.00
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PROJECT TOTAL COSTS	\$	81,008.59
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BILLING RATE TABLE

A. Garner Russell & Assoc., Inc.

Construction Engineering & Inspection Services

Home Overhead Rate ²	<u>148.07% %</u>
Field Overhead Rate ²	<u>148.07% %</u>
Profit	<u>12.00% %</u>

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Principal	\$ 42.00	\$ 62.19	\$ 12.50	\$ 116.69
Project Engineer	\$ 41.00	\$ 60.71	\$ 12.21	\$ 113.91
Project Manager	\$ 21.75	\$ 32.21	\$ 6.47	\$ 60.43
Inspector II	\$ 20.75	\$ 30.72	\$ 6.18	\$ 57.65
Inspector I	\$ 19.00	\$ 28.13	\$ 5.66	\$ 52.79
CADD Technician	\$ 25.25	\$ 37.39	\$ 7.52	\$ 70.15
Senior Inspector	\$ 35.00	\$ 51.82	\$ 10.42	\$ 97.24
Survey Crew Chief	\$ 27.00	\$ 39.98	\$ 8.04	\$ 75.02
Survey Technician	\$ 14.00	\$ 20.73	\$ 4.17	\$ 38.90
Inspector	\$ 16.00	\$ 23.69	\$ 4.76	\$ 44.45

² Approved by MDOT

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

A. Garner Russell & Assoc., Inc.
Construction Engineering & Inspection Services

POSITION TITLE	Jun	July	Aug	Sept	Oct	Nov	Dec	On Job Months	Subtotal Hours	Hourly Rate	Extension
	2017										
Principal					4				4	\$ 116.69	\$ 466.77
Project Engineer	8.5	18	22	17.5	16				82	\$ 113.91	\$ 9,340.93
Project Manager	113	152	149	150.5	160				724.5	\$ 60.43	\$ 43,781.43
Inspector II									0	\$ 57.65	\$ -
Inspector I		1.5		30	80				111.5	\$ 52.79	\$ 5,886.01
CADD Technician			3						3	\$ 70.15	\$ 210.46
Senior Inspector									0	\$ 97.24	\$ -
Survey Crew Chief									0	\$ 75.02	\$ -
Survey Technician									0	\$ 38.90	\$ -
Inspector									0	\$ 44.45	\$ -

Labor Subtotal (Regular)	\$	59,685.59
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Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 01/19/2018

Subject: Resolution - approving Full and Final Settlement for construction and engineering on the widening of Three Rivers Road and Creosote - Phase 2 Project, and authorizing the Mayor to execute the same.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2017, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE FULL AND FINAL SETTLEMENT FOR CONSTRUCTION AND ENGINEERING ON THE WIDENING OF THREE RIVERS ROAD AND CREOSOTE – PHASE 2 PROJECT, TO AUTHORIZE THE MAYOR TO EXECUTE SAID SUPPLEMENTAL AGREEMENT ON BEHALF OF THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, pursuant to authority granted by the City Council, the City of Gulfport contracted with G.T. Development & Contracting, LLC for construction services and with Brown, Mitchell, and Alexander, Inc., for engineering services on the Widening of Three Rivers Road and Creosote – Phase 2 Project; and

WHEREAS, in order to close out the Widening of Three Rivers Road and Creosote – Phase 2 Project and ensure that final payments are made to the aforementioned contractor and engineering firm, a Full and Final Settlement, in substantially the form as attached as Exhibit “A”, is required to be executed by the City authorizing the final payments; and

WHEREAS, approval of the Full and Final Settlement is believed to be in the best interest of the City.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the Full and Final Settlement in connection with the Widening of Three Rivers Road and Creosote – Phase 2 Project, be and the same is hereby approved in

substantially the form as is found in Exhibit "A" to this resolution, and the Mayor be and he is hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That this Resolution shall be in effect according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2018.

MAYOR

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Wayne Miller, P.E., Public Works

Linda Elias, Finance

From: Kris Riemann, P.E. *RKR*

Date: 1/19/18

Re: Recommendation to Approve Full and Final Settlement for Construction and Engineering

- G.T. Development & Contracting, LLC. (Construction)
- Brown, Mitchell, and Alexander, Inc. (Engineering)
- Widening of Three Rivers Road and Creosote – Phase 2
- Project No. STP-0200(018)LPA/105169-701000

Attached for your consideration is Full and Final Settlement Agreement for Construction and Engineering with G.T. Development & Contracting, LLC. (Construction at \$78,651.86) and Brown, Mitchell, and Alexander, Inc. (Engineering at \$25,406.41) for the referenced project in the total amount of \$104,058.27. This agreement is required to complete the close out of the project.

This project is designed to widen Three Rivers Road and Creosote Road from U.S. Highway 49 to Airport Road to 5 lanes. The project is funded 80% by the Mississippi Department of Transportation and 20% by the City of Gulfport and the contract is complete.

I recommend approval, contingent on the approval of the Mississippi Department of Transportation. Please place this item on the February 6, 2018 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments:

1. Jeff Altman, P.E. letter dated December 13, 2017
2. Full and Final Settlement Agreement for Construction

DEPARTMENT OF ENGINEERING

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7001
FAX (601) 359-7110
GoMDOT.com



James A. Williams, III
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

December 13, 2017

CITY OF GULFPORT
P.O. BOX 1780
GULFPORT, MS 39502

Dear Mayor Hewes :

Based on the attached final estimate, we are prepared to issue final payment in the amount of **\$104,058.27**.

STP-0200-00(018)LPA	Harrison	CONST 24 \$78,651.86
		ENG 28 \$25,406.41

If you agree that this is the correct amount for Full and Final Settlement of all amounts due or claims under or arising out of the contract, please have an officer of your local public agency authorized with us to sign contracts to provide their signature and one witness signature below:

_____ Signature of Authorized Officer	_____ Signature of Witness
_____ LPA Name	_____ Date

Please return this completed document for further processing to one of the addresses below:

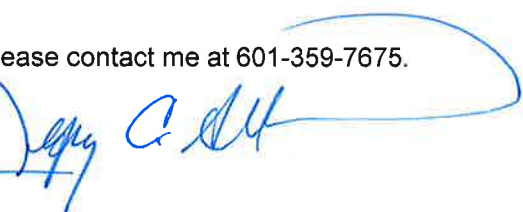
Jeffrey C. Altman, P.E.
P.O. Box 1850
Jackson, MS 39215-1850

Jeffrey C. Altman, P.E.
401 North West Street
MDOT Building, 3rd Floor
Jackson, MS 39201

Once received, we will process the final estimate to our Financial Management Division for payment in the amount of **\$104,058.27**.

If you have any questions, please contact me at 601-359-7675.

Sincerely,


Jeffrey C. Altman, P.E.
State Engineer for Local Public Agencies

JCA:dre

Attachment

FINAL**Final Statement of
Work Completed**

LPA-001 v 1.2

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

STP-0200-00(018)/105169701

Revised Apr. 02, 2009

Contractor's Estimate - Recap Sheet

Printed: 08/16/2017 09:24 am

Vendor Number	3100023357	Completion Date	11/25/2015
Contract ID	LSTP020000018	Time Units / Days to be Allowed	661.00
In Account With	City of Gulfport P.O. Box 1780, Gulfport, MS, 39502		
FMS Contract Number	OG00000851		
Estimate Number	0024 FINAL	Period	12/20/2015 Thru
Project County: HARRISON (24)	Current Period	Previous Estimate	Total Allowed to Date
Project Number: 105169701000 [STP-0200-00(018)/105169701]			
Total Cost (Participating)	\$4,340.53	\$3,402,766.01	\$3,407,106.54
Total Cost	\$4,340.53	\$3,402,766.01	\$3,407,106.54
Liquidated Damages (Participating)	\$0.00	\$-15,600.00	\$-15,600.00
Project Total	\$4,340.53	\$3,387,166.01	\$3,391,506.54
% Matching Funds Deduction for LPA	10.91%	(\$444,391.18)	(\$370,013.36)
Total Net Amount Owed to LPA	\$78,723.35	\$2,942,769.83	\$3,018,440.82
Total Contract Net Work Due	\$78,723.35	\$2,942,769.83	\$3,018,440.82
Time Units / Days Used	37.00	685.00	722.00
Contract % Complete (Dollars)	0.13%	99.87%	100.00%
Contract % Elapsed Time	ADVANCE 5.60%	103.63%	109.23%

Quantities Checked
Original Signed B. J. Smith
Smith, Ben J. (16-89) Project Engineer

LPA Official: Robert K. Rine

Approved: _____
Chief Engineer by _____
Original Signed _____
Jeffrey C. Altman, P.E. LPA Engineer

APPROVED BY COMMISSION
DATE 12/13/17
BY RC

FINAL ESTIMATE CHECKED
DATE 12/13/17
BY RC

LESS local match for testing (\$71.49)
Total Net amt. owed to the LPA \$78,651.86

ADVANCE (\$753.23)
\$2,942,016.60

ADVANCE (\$824.72)
\$3,020,668.46

CAD002 v 1.6

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

STP-0200-00(018)/105169701

Revised Oct. 10, 2008

Contractor's Estimate - Detail Sheet

Printed: 08/16/2017

Vendor Number	3100023357	Date Let	09/26/2013	MPC	Not Found					
Contract ID	LSTP020000018	Award Date	10/08/2013							
In Account With	City of Gulfport P.O. Box 1780, Gulfport, MS, 39502									
Surety	Default Surety For LPA Contract									
FMS CC Number	OG00000851									
Estimate Number	0024 FINAL	Period	12/20/2015 Thru 01/25/2016							
Project Number	105169701000 STP-0200-00(018)/105169701 HARRISON (24)		Category	Roadway						
Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount	
				Final Adjusted Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date
1	0010	201-A001	Clearing and Grubbing	1.000	0.000	1.000	LS	10,000.00	0.00	10,000.00
1	0020	202-A001	Removal of Obstructions	0.900	0.000	0.900	LS	9,500.00	0.00	8,550.00
1	0030	202-B018	Removal of Concrete Driveways, All Depths	4,112.980	0.000	4,112.980	SY	8.00	0.00	32,903.84
1	0040	202-B061	Removal of Low Mast Lighting Foundation	3.000	-1.000	3.000	EA	250.00	-250.00	750.00
1	0050	202-B064	Removal of Pipe, 8" And Above	2,454.000	0.000	2,454.000	LF	8.50	0.00	20,859.00
1	0060	202-B078	Removal of Pavement, All Types and Depths	7,152.460	0.000	7,152.460	SY	3.00	0.00	21,457.38
1	0070	202-B094	Removal of Curb &/or Curb and Gutter, All Types	2,216.500	0.000	2,216.500	LF	5.00	0.00	11,082.50
1	0080	202-B098	Removal of Inlet and Junction Box, All Types & Sizes	19.000	0.000	19.000	EA	1,400.00	0.00	26,600.00
1	0090	203-A003	E Unclassified Excavation, FM, AH	8,649.000	315.250	8,649.000	CY	6.00	1,891.50	51,894.00
1	0100	203-EX009	E Borrow Excavation, AH, FME, Class B5	23,811.000	-4,685.640	23,811.000	CY	12.50	-58,570.50	297,637.50
1	0110	203-G003	E Excess Excavation, FM, AH	13,265.000	-3,256.450	13,265.000	CY	4.00	-13,025.80	53,060.00
1	0120	209-A001	 Geotextile Stabilization, Type V	0.000	0.000	0.000	SY	20,000.00	0.00	0.00
1	0130	211-B001	E Topsoil for Slope Treatment, Contractor Furnished	278.800	0.000	278.800	CY	22.00	0.00	6,133.60
1	0140	212-B001	 Standard Ground Preparation	12,645.440	0.000	12,645.440	SY	0.35	0.00	4,425.90
1	0150	907-213-A001	 Agricultural Limestone	0.000	0.000	0.000	TON	200.00	0.00	0.00
1	0160	213-B001	 Combination Fertilizer, 13-13-13	0.000	0.000	0.000	TON	950.00	0.00	0.00
1	0170	213-C001	 Superphosphate	0.000	0.000	0.000	TON	500.00	0.00	0.00
1	0180	214-A007	 Seeding, Bermudagrass	1.892	0.000	1.892	ACRE	2,100.00	0.00	3,973.20
1	0190	215-A001	 Vegetative Materials for Mulch	1.400	0.000	1.400	TON	200.00	0.00	280.00
1	0200	216-B001	 Solid Sodding, Centipede	5,180.000	0.000	5,180.000	SY	3.25	0.00	16,835.00
1	0210	216-B004	 Solid Sodding, Bermuda	0.000	0.000	0.000	SY	3.25	0.00	0.00
1	0220	217-A001	 Ditch Liner	0.000	0.000	0.000	SY	2.25	0.00	0.00

Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount	
				Final Adjusted Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date
1	0230	221-A001	S	Portland Cement Concrete Paved Ditch	0.000	0.000	0.000	CY	650.00	0.00
1	0240	907-226-A001		Temporary Grassing	1.000	0.000	1.000	ACRE	2,500.00	0.00
1	0250	234-A001		Temporary Silt Fence	6,504.000	0.000	6,504.000	LF	5.00	0.00
1	0260	907-237-A002		Wattles 12"	2,973.000	0.000	2,973.000	LF	4.00	0.00
1	0270	907-237-A003		Wattles, 20"	310.000	0.000	310.000	LF	5.25	0.00
1	0280	907-265-E001		Potable Water Service Assembly Potable Water Service Assembly	11.000	0.000	11.000	EA	1,000.00	0.00
1	0290	907-262-C001		Sewer Service Assembly	9.000	0.000	9.000	EA	1,000.00	0.00
1	0310	907-265-F001		Fire Hydrant Assembly Fire Hydrant Assembly	8.500	0.000	8.500	EA	3,000.00	0.00
1	0320	907-265-PP044		6" C-900 Water Main Relocation, Per Plans	0.000	0.000	0.000	LF	22.00	0.00
1	0330	907-265-PP046		8" C-900 Water Main Relocation, Per Plans	60.000	0.000	60.000	LF	50.00	0.00
1	0340	907-265-PP045		12" C-900 Water Main Relocation, Per Plans	0.000	0.000	0.000	LF	30.00	0.00
1	0350	907-282-C002		Sleeves, 4"	460.000	0.000	460.000	LF	7.00	0.00
1	0360	907-304-G002		Size 610 Crushed Stone Base, AEA	6,780.000	1,118.020	6,780.000	CY	48.00	53,664.96
1	0370	406-A001		Cold Milling of Bituminous Pavement, All Depths	3,655.000	0.000	3,655.000	SY	3.50	0.00
1	0380	907-407-A001	A2	Asphalt for Tack Coat	3,135.000	0.000	3,135.000	GAL	4.95	0.00
1	0390	907-601-A001	S	Class "B" Structural Concrete	452.000	20.620	452.000	CY	800.00	16,496.00
1	0400	602-A001	S	Reinforcing Steel	20,007.000	0.340	20,007.000	LBS	2.00	0.68
1	0410	603-CA129	S	15" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	176.000	4.000	176.000	LF	24.00	96.00
1	0420	603-CA088	S	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	1,136.000	4.000	1,136.000	LF	28.00	112.00
1	0430	603-CA100	S	18" Reinforced Concrete Pipe, Class IV, Rubber Type Gaskets	0.000	0.000	0.000	LF	30.00	0.00
1	0440	603-CA131	S	21" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	0.000	0.000	0.000	LF	32.00	0.00
1	0450	603-CA089	S	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	664.000	-3.000	664.000	LF	38.00	-114.00
1	0460	603-CA090	S	30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	256.000	2.000	256.000	LF	52.00	104.00
1	0470	603-CA091	S	36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	460.000	0.000	460.000	LF	73.00	0.00
1	0480	603-CA092	S	42" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	296.000	0.000	296.000	LF	100.00	0.00
1	0490	603-CB001	S	18" Reinforced Concrete End Section	1.000	0.000	1.000	EA	2,500.00	0.00

Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount	
				Final Adjusted Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date
1	0500	603-CB003	S 30" Reinforced Concrete End Section	1.000	0.000	1.000	EA	3,500.00	0.00	3,500.00
1	0510	603-CE042	S 44" x 27" Concrete Arch Pipe, Class A III, Flexible Plastic Gaskets	136.000	0.000	136.000	LF	75.00	0.00	10,200.00
1	0520	603-CE040	S 51" x 31" Concrete Arch Pipe, Class A III, Flexible Plastic Gaskets	1,000.000	-1.000	1,000.000	LF	100.00	-100.00	100,000.00
1	0530	603-CE043	S 58" x 36" Concrete Arch Pipe, Class A III, Flexible Plastic Gaskets	680.000	1.000	680.000	LF	128.00	128.00	87,040.00
1	0540	603-CE037	S 65" x 40" Concrete Arch Pipe, Class A III, Flexible Plastic Gaskets	96.000	4.000	96.000	LF	168.00	672.00	16,128.00
1	0550	603-PA008	S 8' x 6' Precast Concrete Box Culvert	104.000	0.000	104.000	LF	490.00	0.00	50,960.00
1	0560	603-SB004	S 24" Branch Connections, Stub into Box Culvert	1.000	0.000	1.000	EA	2,200.00	0.00	2,200.00
1	0570	603-SB051	S 58" x 36" Branch Connections, Stub into Box Culvert	1.000	0.000	1.000	EA	5,000.00	0.00	5,000.00
1	0580	603-SB017	S 65" x 40" Branch Connections, Stub into Box Culvert	1.000	0.000	1.000	EA	5,000.00	0.00	5,000.00
1	0590	604-A001	Castings	3,967.000	0.000	3,967.000	LBS	3.50	0.00	13,884.50
1	0600	604-B001	Gratings	2,308.000	0.000	2,308.000	LBS	2.75	0.00	6,347.00
1	0610	609-B001	S Concrete Curb, Header	1,208.150	0.400	1,208.150	LF	17.00	6.80	20,538.55
1	0620	609-B003	S Concrete Curb, Special Design	211.000	0.000	211.000	LF	20.00	0.00	4,220.00
1	0630	609-D002	S Combination Concrete Curb and Gutter Type 2	2,294.000	0.000	2,294.000	LF	18.00	0.00	41,292.00
1	0640	609-D004	S Combination Concrete Curb and Gutter Type 3A Modified	6,348.200	0.000	6,348.200	LF	16.00	0.00	101,571.20
1	0650	613-D005	Adjustment of Manhole	10.000	0.000	10.000	EA	950.00	0.00	9,500.00
1	0660	613-D007	Adjustment of Utility Appurtenance	0.000	0.000	0.000	EA	500.00	0.00	0.00
1	0670	613-D006	Adjustment of Water Meter	11.000	-2.000	11.000	EA	600.00	-1,200.00	6,600.00
1	0680	613-D011	Adjustment of Water Valve	8.000	0.000	8.000	EA	600.00	0.00	4,800.00
1	0690	614-B002	S Concrete Driveway, With Reinforcement, 6-inch Thickness	2,236.240	0.000	2,236.240	SY	57.00	0.00	127,465.68
1	0700	616-A002	S Concrete Median and/or Island Pavement, 6-inch	60.250	0.000	60.250	SY	89.00	0.00	5,362.25
1	0710	616-A003	S Concrete Median and/or Island Pavement, 10-inch	15.330	0.000	15.330	SY	100.00	0.00	1,533.00
1	0720	907-617-A001	Right-of-Way Marker	41.000	0.000	41.000	EA	200.00	0.00	8,200.00
1	0740	618-B001	Additional Construction Signs	60.000	-156.250	60.000	SF	10.00	-1,562.50	600.00
1	0760	907-626-A004	6" Thermoplastic Traffic Stripe, Skip White	6,940.000	0.000	6,940.000	LF	1.00	0.00	6,940.00
1	0770	907-626-B003	6" Thermoplastic Traffic Stripe, Continuous	0.000	0.000	0.000	LF	1.10	0.00	0.00

Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount	
				Final Adjusted Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date
			White							
1	0780		6" Thermoplastic Edge Stripe, Continuous White	7,414.000	0.000	7,414.000	LF	1.00	0.00	7,414.00
1	0790		6" Thermoplastic Traffic Stripe, Skip Yellow	4,690.000	0.000	4,690.000	LF	1.00	0.00	4,690.00
1	0800		6" Thermoplastic Traffic Stripe, Continuous Yellow	7,286.000	0.000	7,286.000	LF	1.00	0.00	7,286.00
1	0810		6" Thermoplastic Edge Stripe, Continuous Yellow	0.000	0.000	0.000	LF	1.00	0.00	0.00
1	0820		Thermoplastic Detail Stripe, White	6,138.000	0.000	6,138.000	LF	1.00	0.00	6,138.00
1	0830		Thermoplastic Detail Stripe, Yellow	4,365.000	0.000	4,365.000	LF	1.00	0.00	4,365.00
1	0840		Thermoplastic Legend, White	1,361.000	0.000	1,361.000	SF	6.00	0.00	8,166.00
1	0850		Red-Clear Reflective High Performance Raised Markers	225.000	-1.000	225.000	EA	10.00	-10.00	2,250.00
1	0860		Two-Way Yellow Reflective High Performance Raised Markers	490.000	0.000	490.000	EA	8.00	0.00	3,920.00
1	0870		Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	169.750	0.000	169.750	SF	18.00	0.00	3,055.50
1	0880	S	30" Steel Pipe, Wall Thickness 0.625"	0.000	0.000	0.000	LF	19.00	0.00	0.00
1	0890		Welded & Seamless Steel Pipe Posts, 3"	397.500	0.000	397.500	LF	35.00	0.00	13,912.50
1	0900		Underground Branch Circuit, AWG 6, 3 Conductor, AWG 8, 1 Conductor	593.000	0.000	593.000	LF	15.00	0.00	8,895.00
1	0910		Underground Branch Circuit, AWG 4, 3 Conductor	12.000	0.000	12.000	LF	30.00	0.00	360.00
1	0920		Underground Branch Circuit, Jacked or Bored, AWG 6, 3 Conductor, AWG 8, 1 Conductor	94.000	0.000	94.000	LF	24.00	0.00	2,256.00
1	0930		Secondary Power Controller Relocation, Per Plans	1.000	0.000	1.000	EA	3,750.00	0.00	3,750.00
1	0940		Lighting Assembly, Low Mast, Type 38-1-4-250	6.000	0.000	6.000	EA	12,500.00	0.00	75,000.00
1	0950		Pole Foundation, 30" Diameter	12.120	0.000	12.120	CY	600.00	0.00	7,272.00
1	0960		Relocation of Existing Lighting Assemblies	1.000	0.000	1.000	EA	2,500.00	0.00	2,500.00
1	0970		Slip Casing, 30" Diameter	70.000	0.000	70.000	LF	40.00	0.00	2,800.00
1	0980		Service Pole	1.000	0.000	1.000	EA	2,000.00	0.00	2,000.00
1	1000	S	Loose Riprap, Size 200	226.000	72.190	226.000	TON	65.00	4,692.35	14,690.00
1	1010	S	Geotextile under Riprap	240.440	0.000	240.440	SY	3.00	0.00	721.32
1	1020	BA1	Hot Mix Asphalt, HT, 12.5-mm mixture	6,783.000	17.810	6,783.000	TON	73.50	1,309.04	498,550.52

Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount			
				Final Adjusted Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date		
1	1030	907-403-A005	BA1	Hot Mix Asphalt, HT, 9.5-mm mixture	2,532.510	0.000	2,532.510	TON	78.25	0.00	198,168.91	
1	1040	907-403-B003	BA1	Hot Mix Asphalt, HT, 9.5-mm mixture, Leveling	170.780	0.000	170.780	TON	85.25	0.00	14,559.00	
1	1050	907-234-D001		Inlet Siltation Guard	0.000	0.000	0.000	EA	385.00	0.00	0.00	
1	8000	201-A001		Clearing and Grubbing Extra Work SA#1 ITEM	1.000	0.000	1.000	LS	6,000.00	0.00	6,000.00	
1	8010	202-A001		Removal of Obstructions Extra Work SA#1 ITEM	1.000	0.000	1.000	LS	2,500.00	0.00	2,500.00	
1	8020	608-A001	S	Concrete Sidewalk, Without Reinforcement SA#1 ITEM	17,628.250	0.000	17,628.250	SY	4.50	0.00	79,327.13	
1	8040	630-A002		Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness SA#1 ITEM	105.000	0.000	105.000	SF	19.00	0.00	1,995.00	
1	8050	907-611-PP003	S	Detectable Warning, Per Plans SA#1 ITEM	184.000	0.000	184.000	SF	30.00	0.00	5,520.00	
1	8060	907-258-PP006		Handrail Standard with ADA Requirements SA#1 ITEM	50.000	0.000	50.000	LF	156.00	0.00	7,800.00	
1	8070	603-RA006	S	42" Pipe Removed and Relaid SA#1 ITEM	32.000	0.000	32.000	LF	55.00	0.00	1,760.00	
1	8080	907-265-D011		8" Gate Valve SA#1 ITEM	0.000	0.000	0.000	EA	1,100.00	0.00	0.00	
1	8090	104-A001		Minor Alterations to the Contract Disposal of Contaminated Soil SA#1 ITEM	1.000	0.000	1.000	LS	7,980.00	0.00	7,980.00	
1	9000	635-A001		Vehicle Loop Assemblies SA#1 ITEM	834.000	0.000	834.000	LF	12.95	0.00	10,800.30	
Total Roadway Items											4,340.53	3,217,606.54
Total Participating Direct Items											4,340.53	3,217,606.54
Total Non-Participating Direct Items											0.00	0.00
Total Direct Items on Contract = 3,217,606.50												
Total Direct Items											4,340.53	3,217,606.54
Dependent Items												
Part Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount			
				Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date		
1	0990	907-699-A002	Roadway Construction Stakes	1.000000	0.0000	1.0000	LS	30,000.00	0.00	30,000.00		
1	0730	618-A001	Maintenance of Traffic	1.000000	0.0000	1.0000	LS	59,500.00	0.00	59,500.00		
1	0750	620-A001	Mobilization	1.000000	0.0000	1.0000	LS	100,000.00	0.00	100,000.00		
Total Participating Dependent Items											0.00	189,500.00
Total Non-Participating Dependent Items											0.00	0.00
Total Dependent Items											0.00	189,500.00
Total Project Participating Construction Items											4,340.53	3,407,106.54
Total Project Non-Participating Construction Items											0.00	0.00

				Total Project Construction Items		4,340.53	3,407,106.54
Stockpiled Material Adjustments							
Line No	Item Number	Item Description	Adjustment Description	Current	Allowed-to-Date		
Total Participating Stockpiled Material Adjustments				0.00	0.00		
Total Participating Costs (on CAD001)				4,340.53	3,407,106.54		
Total Non-Participating Costs (on CAD001)				0.00	0.00		
Project: 105169701000 STP-0200-00(018)/105169701							
Total Costs (on CAD001)				4,340.53	3,407,106.54		
Fuel And Material Adjustments							
Line No	Item Number	Item Description	Adjustment Description	Price Difference	Current	Allowed-to-Date	
Total Participating Fuel And Material Adjustments					0.00	0.00	
Total Non-Participating Fuel And Material Adjustments					0.00	0.00	
Total Fuel And Material Adjustments					0.00	0.00	
Estimate Level Adjustments (on CAD001)							
Description		Remarks		Current	Allowed-to-Date		
System Application of Liqd. Dam. Adj.				0.00	-15,600.00		
Total Participating Estimate Level Adjustments (on CAD001)				0.00	-15,600.00		
Total Non-Participating Estimate Level Adjustments (on CAD001)				0.00	0.00		
Total Estimate Level Adjustments (on CAD001)				0.00	-15,600.00		
Total Construction Cost on Contract = 3,407,106.50					4,340.53	3,391,506.54	

STATEMENT OF DAILY CHARGES FOR LIQUIDATED DAMAGES
FOR EACH WORK DAY OR CALENDAR DAY OF DELAY

PROJECT NUMBER: STP-0200-00(018)LPA/105169-7014
LOCAL PUBLIC AGENCY: CITY OF GULFPORT
COUNTY: HARRISON

DATE: 08/15/2017

ORIGINAL SCHEDULED COMPLETION DATE: 4/28/2015

CONTRACTOR: G.T. CONTRACTING, LLC

ADDRESS: 1703 OLD MOBILE HIGHWAY, PASCAGOULA, MS 39567

ORIGINAL CONTRACT TIME: 450 Calendar Days ~~800 Work Days~~

EXTENSION IN CONTRACT TIME DUE TO INCREASE IN QUANTITIES: 0

EXTENSION IN CONTRACT TIME BY APPROVED SUPPLEMENTAL AGREEMENT: 211

TOTAL CONTRACT TIME: 661

TOTAL TIME USED: 685

REVISED COMPLETION DATE: 11/25/2015

DATE PROJECT COMPLETED: 12/19/2015

OVERRUN IN CONTRACT TIME: 24

ORIGINAL CONTRACT AMOUNT: \$3,137,138.50

DAILY CHARGE: \$650.00

TOTAL DEDUCTIBLE AS LIQUIDATED DAMAGES: \$15,600.00 *JS*

Signed: *Brian Smith*

Project Engineer/Architect

Copies Required: 4

To be submitted with Form CAD-001 and CAD-002 each month and with Final Estimate.

NOTE: Strike out Units (i.e. Work Days or Calendar Days) that are not applicable.

Mississippi Department of Transportation

Final Report
of
Project Engineer

Contract Number: LSTP020000018

County: HARRISON (24)

☐ Original☐ Copy

Quantities Checked

Bridge(s) Checked

Date: _____

Date: _____

By: _____

By: _____

C.A.D. Final Plans

Bridge Division

RECEIVED

Date: _____

MDOT C.A.D. 74-01

Contractor: City of Gulfport

Project Engineer: Smith, Ben J. (16-89)

Mississippi Department of Transportation

Date: 11/27/2017

Contract # LSTP020000018

CSD-200 (Over Run / Under Run Statement)

Project # 105169701000

County HARRISON (24)

Line Item #	Pay Item #	Fuel Code	Item Description	Original	Adjustments	Final	Qty Paid to Date	Unit	Unit Price	Diff. in Quantity w/ Adjustments	Amount (Over Run / Under Run from Original)
Roadway											

0010	201-A001	Clearing and Grubbing	1.000	0.000	1.000	1.00	LS	10,000.000.000	0.000
0020	202-A001	Removal of Obstructions **	1.000	-0.100	0.900	0.90	LS	9,500.000.000	0.000**
0030	202-B018	Removal of Concrete Driveways, All Depths **	1,600.000	2,512.980	4,112.980	4,112.98	SY	8.000.000	0.000**
0040	202-B061	Removal of Low Mast Lighting Foundation **	1.000	2.000	3.000	3.00	EA	250.000.000	0.000**
0050	202-B064	Removal of Pipe, 8" And Above **	2,100.000	354.000	2,454.000	2,454.00	LF	8.500.000	0.000**
0060	202-B078	Removal of Pavement, All Types and Depths **	4,800.000	2,352.460	7,152.460	7,152.46	SY	3.000.000	0.000**
0070	202-B094	Removal of Curb &/or Curb and Gutter, All Types **	1,800.000	416.500	2,216.500	2,216.50	LF	5.000.000	0.000**
0080	202-B098	Removal of Inlet and Junction Box, All Types & Sizes **	16.000	3.000	19.000	19.00	EA	1,400.000.000	0.000**
0090	203-A003	E Unclassified Excavation, FM, AH **	3,600.000	5,049.000	8,649.000	8,649.00	CY	6.000.000	0.000**
0100	203-EX009	E Borrow Excavation, AH, FME, Class B5	24,000.000	-189.000	23,811.000	23,811.00	CY	12.500.000	0.000
0110	203-G003	E Excess Excavation, FM, AH **	36,000.000	22,735.000	13,265.000	13,265.00	CY	4.000.000	0.000**
0120	209-A001	Geotextile Stabilization, Type V **	2.000	-2.000	0.000	0.00	SY	20,000.000.000	0.000**
0130	211-B001	E Topsoil for Slope Treatment, Contractor Furnished **	5,500.000	-5,221.200	278.800	278.80	CY	22.000.000	0.000**
0140	212-B001	Standard Ground Preparation **	16,400.000	-3,754.560	12,645.440	12,645.44	SY	0.350.000	0.000**
0150	907-213-A001	Agricultural Limestone **	6.800	-6.800	0.000	0.00	TON	200.000.000	0.000**

0160	213-B001	Combination Fertilizer, 13-13-13	1.700	-1.700	0.000	0.00 TON	950.000.000	0.000**
		**						
0170	213-C001	Superphosphate	1.700	-1.700	0.000	0.00 TON	500.000.000	0.000**
		**						
0180	214-A007	Seeding, Bermudagrass	3.400	-1.508	1.892	1.89ACRE	2,100.000.000	0.000**
		**						
0190	215-A001	Vegetative Materials for Mulch	6.800	-5.400	1.400	1.40 TON	200.000.000	0.000**
		**						
0200	216-B001	Solid Sodding, Centipede	4,200.000	980.000	5,180.000	5,180.00 SY	3.250.000	0.000**
		**						
0210	216-B004	Solid Sodding, Bermuda	4,200.000	-4,200.000	0.000	0.00 SY	3.250.000	0.000**
		**						
0220	217-A001	Ditch Liner	500.000	-500.000	0.000	0.00 SY	2.250.000	0.000**
		**						
0230	221-A001	Portland Cement Concrete Paved Ditch	15.000	-15.000	0.000	0.00 CY	650.000.000	0.000**
		**						
0240	907-226-A001	Temporary Grassing	1.000	0.000	1.000	1.00ACRE	2,500.000.000	0.000
0250	234-A001	Temporary Silt Fence	2,000.000	4,504.000	6,504.000	6,504.00 LF	5.000.000	0.000**
		**						
0260	907-237-A002	Wattles 12"	2,000.000	973.000	2,973.000	2,973.00 LF	4.000.000	0.000**
		**						
0270	907-237-A003	Wattles, 20"	1,000.000	-690.000	310.000	310.00 LF	5.250.000	0.000**
		**						
0280	907-265-E001	Potable Water Service AssemblyPotable Water Service Assembly	22.000	-11.000	11.000	11.00 EA	1,000.000.000	0.000**
		**						
0290	907-262-C001	Sewer Service Assembly	6.000	3.000	9.000	9.00 EA	1,000.000.000	0.000**
		**						
0310	907-265-	Fire Hydrant AssemblyFire	5.000	3.500	8.500	8.50 EA	3,000.000.000	0.000**

F001	Hydrant Assembly **								
0320265-PP044	907- 6" C-900 Water Main Relocation, Per Plans **	130.000	-130.000	0.000	0.00	LF	22.000.000	0.000**	
0330265-PP046	907- 8" C-900 Water Main Relocation, Per Plans **	30.000	30.000	60.000	60.00	LF	50.000.000	0.000**	
0340265-PP045	907- 12" C-900 Water Main Relocation, Per Plans **	200.000	-200.000	0.000	0.00	LF	30.000.000	0.000**	
0350282-C002	907- Sleeves, 4"	500.000	-40.000	460.000	460.00	LF	7.000.000	0.000	
0360304-G002	907- Size 610 Crushed Stone Base, AEA **	6,000.000	780.000	6,780.000	6,780.00	CY	48.000.000	0.000**	
0370406-A001	Cold Milling of Bituminous Pavement, All Depths **	1,400.000	2,255.000	3,655.000	3,655.00	SY	3.500.000	0.000**	
0380407-A001	907- A2 Asphalt for Tack Coat **	4,350.000	-1,215.000	3,135.000	3,135.00	GAL	4.950.000	0.000**	
0390601-A001	907- S Class "B" Structural Concrete **	160.000	292.000	452.000	452.00	CY	800.000.000	0.000**	
0400602-A001	S Reinforcing Steel **	13,500.000	6,507.000	20,007.000	20,007.00	LBS	2.000.000	0.000**	
0410603-CA129	S 15" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	190.000	-14.000	176.000	176.00	LF	24.000.000	0.000	
0420603-CA088	S 18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets **	980.000	156.000	1,136.000	1,136.00	LF	28.000.000	0.000**	
0430603-CA100	S 18" Reinforced Concrete Pipe, Class IV, Rubber Type Gaskets **	160.000	-160.000	0.000	0.00	LF	30.000.000	0.000**	
603-	21" Reinforced Concrete Pipe, Class								

0440	CA131	S	III, Rubber Type Gaskets **	230.000	-230.000	0.000	0.00	LF	32.000.000	0.000**
0450	603- CA089	S	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets **	520.000	144.000	664.000	664.00	LF	38.000.000	0.000**
0460	603- CA090	S	30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	260.000	-4.000	256.000	256.00	LF	52.000.000	0.000
0470	603- CA091	S	36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	480.000	-20.000	460.000	460.00	LF	73.000.000	0.000
0480	603- CA092	S	42" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	280.000	16.000	296.000	296.00	LF	100.000.000	0.000
0490	603- CB001	S	18" Reinforced Concrete End Section	1.000	0.000	1.000	1.00	EA	2,500.000.000	0.000
0500	603- CB003	S	30" Reinforced Concrete End Section	1.000	0.000	1.000	1.00	EA	3,500.000.000	0.000
0510	603- CE042	S	44" x 27" Concrete Arch Pipe, Class A III, Flexible PlasticGaskets	130.000	6.000	136.000	136.00	LF	75.000.000	0.000
0520	603- CE040	S	51" x 31" Concrete Arch Pipe, Class A III, Flexible PlasticGaskets **	160.000	840.000	1,000.000	1,000.00	LF	100.000.000	0.000**
0530	603- CE043	S	58" x 36" Concrete Arch Pipe, Class A III, Flexible Plastic Gaskets	730.000	-50.000	680.000	680.00	LF	128.000.000	0.000
0540	603- CE037	S	65" x 40" Concrete Arch Pipe, Class A III, Flexible PlasticGaskets	100.000	-4.000	96.000	96.00	LF	168.000.000	0.000
0550	603- PA008	S	8' x 6' Precast Concrete Box Culvert	110.000	-6.000	104.000	104.00	LF	490.000.000	0.000
0560	603- SB004	S	24" Branch Connections, Stub into Box Culvert	1.000	0.000	1.000	1.00	EA	2,200.000.000	0.000
0570	603- SB051	S	58" x 36" Branch Connections, Stub into Box Culvert	1.000	0.000	1.000	1.00	EA	5,000.000.000	0.000

0580	603-SB017	S	65" x 40" Branch Connections, Stub into Box Culvert	1.000	0.000	1.000	1.00	EA	5,000.000.000	0.000
0590	604-A001		Castings	4,300.000	-333.000	3,967.000	3,967.00	LBS	3.500.000	0.000
0600	604-B001		Gratings **	1,000.000	1,308.000	2,308.000	2,308.00	LBS	2.750.000	0.000**
0610	609-B001	S	Concrete Curb, Header **	500.000	708.150	1,208.150	1,208.15	LF	17.000.000	0.000**
0620	609-B003	S	Concrete Curb, Special Design	220.000	-9.000	211.000	211.00	LF	20.000.000	0.000
0630	609-D002	S	Combination Concrete Curb and Gutter Type 2 **	1,332.000	962.000	2,294.000	2,294.00	LF	18.000.000	0.000**
0640	609-D004	S	Combination Concrete Curb and Gutter Type 3A Modified **	9,085.000	-2,736.800	6,348.200	6,348.20	LF	16.000.000	0.000**
0650	613-D005		Adjustment of Manhole	11.000	-1.000	10.000	10.00	EA	950.000.000	0.000
0660	613-D007		Adjustment of Utility Appurtenance **	20.000	-20.000	0.000	0.00	EA	500.000.000	0.000**
0670	613-D006		Adjustment of Water Meter **	5.000	6.000	11.000	11.00	EA	600.000.000	0.000**
0680	613-D011		Adjustment of Water Valve **	15.000	-7.000	8.000	8.00	EA	600.000.000	0.000**
0690	614-B002	S	Concrete Driveway, With Reinforcement, 6-inch Thickness **	1,058.000	1,178.240	2,236.240	2,236.24	SY	57.000.000	0.000**
0700	616-A002	S	Concrete Median and/or Island Pavement, 6-inch **	70.000	-9.750	60.250	60.25	SY	89.000.000	0.000**
0710	616-A003	S	Concrete Median and/or Island Pavement, 10-inch **	30.000	-14.670	15.330	15.33	SY	100.000.000	0.000**
0720	907-0617-A001		Right-of-Way Marker **	65.000	-24.000	41.000	41.00	EA	200.000.000	0.000**
0740	618-B001		Additional Construction Signs	1.000	59.000	60.000	60.00	SF	10.000.000	0.000**

**								
907-0760626-A004	6" Thermoplastic Traffic Stripe, Skip White	8,600.000	-1,660.000	6,940.000	6,940.00	LF	1.000.000	0.000**
**								
907-0770626-B003	6" Thermoplastic Traffic Stripe, Continuous White	1,600.000	-1,600.000	0.000	0.00	LF	1.100.000	0.000**
**								
907-0780626-C008	6" Thermoplastic Edge Stripe, Continuous White	9,300.000	-1,886.000	7,414.000	7,414.00	LF	1.000.000	0.000**
**								
907-0790626-D004	6" Thermoplastic Traffic Stripe, Skip Yellow	6,100.000	-1,410.000	4,690.000	4,690.00	LF	1.000.000	0.000**
**								
907-0800626-E003	6" Thermoplastic Traffic Stripe, Continuous Yellow	7,700.000	-414.000	7,286.000	7,286.00	LF	1.000.000	0.000
**								
907-0810626-F008	6" Thermoplastic Edge Stripe, Continuous Yellow	1,200.000	-1,200.000	0.000	0.00	LF	1.000.000	0.000**
**								
907-0820626-G004	Thermoplastic Detail Stripe, White	1,700.000	4,438.000	6,138.000	6,138.00	LF	1.000.000	0.000**
**								
907-0830626-G005	Thermoplastic Detail Stripe, Yellow	475.000	3,890.000	4,365.000	4,365.00	LF	1.000.000	0.000**
**								
907-0840626-H005	Thermoplastic Legend, White	2,000.000	-639.000	1,361.000	1,361.00	SF	6.000.000	0.000**
**								
0850627-K001	Red-Clear Reflective High Performance Raised Markers	203.000	22.000	225.000	225.00	EA	10.000.000	0.000**
**								
0860627-L001	Two-Way Yellow Reflective High Performance Raised Markers	513.000	-23.000	490.000	490.00	EA	8.000.000	0.000
**								
0870630-A001	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	150.000	19.750	169.750	169.75	SF	18.000.000	0.000**
**								
0880603-A002	S 30" Steel Pipe, Wall Thickness 0.625"	50.000	-50.000	0.000	0.00	LF	19.000.000	0.000**
**								

0890	630-K001	Welded & Seamless Steel Pipe Posts, 3" **	300.000	97.500	397.500	397.50	LF	35.000.000	0.000**
0900	682-A060	Underground Branch Circuit, AWG 6, 3 Conductor, AWG 8, 1 Conductor	600.000	-7.000	593.000	593.00	LF	15.000.000	0.000
0910	682-A025	Underground Branch Circuit, AWG 4, 3 Conductor	12.000	0.000	12.000	12.00	LF	30.000.000	0.000
0920	682-A061	Underground Branch Circuit, Jacked or Bored, AWG 6, 3 Conductor, AWG 8, 1 Conductor **	200.000	-106.000	94.000	94.00	LF	24.000.000	0.000**
0930	907-682-PP005	Secondary Power Controller Relocation, Per Plans	1.000	0.000	1.000	1.00	EA	3,750.000.000	0.000
0940	683-B205	Lighting Assembly, Low Mast, Type 38-1-4-250	6.000	0.000	6.000	6.00	EA	12,500.000.000	0.000
0950	684-A007	Pole Foundation, 30" Diameter	12.000	0.120	12.120	12.12	CY	600.000.000	0.000
0960	686-A001	Relocation of Existing Lighting Assemblies	1.000	0.000	1.000	1.00	EA	2,500.000.000	0.000
0970	684-B007	Slip Casing, 30" Diameter **	30.000	40.000	70.000	70.00	LF	40.000.000	0.000**
0980	685-D001	Service Pole	1.000	0.000	1.000	1.00	EA	2,000.000.000	0.000
1000	815-A008	S Loose Riprap, Size 200 **	100.000	126.000	226.000	226.00	TON	65.000.000	0.000**
1010	815-E001	S Geotextile under Riprap **	50.000	190.440	240.440	240.44	SY	3.000.000	0.000**
1020	907-403-A001	BA1 Hot Mix Asphalt, HT, 12.5-mm mixture	6,860.000	-77.000	6,783.000	6,783.00	TON	73.500.000	0.000
1030	907-403-A005	BA1 Hot Mix Asphalt, HT, 9.5-mm mixture **	3,060.000	-527.490	2,532.510	2,532.51	TON	78.250.000	0.000**
1040	907-403-B003	BA19.5-mm mixture, Leveling **	140.000	30.780	170.780	170.78	TON	85.250.000	0.000**
1050	907-234-	Inlet Siltation Guard	41.000	-41.000	0.000	0.00	EA	385.000.000	0.000**

D001	**											
8000	201-A001	Clearing and Grubbing Extra WorkSA#1 ITEM **	0.000	1.000	1.000	1.00	LS	6,000.000.000	0.000**			
8010	202-A001	Removal of Obstructions Extra WorkSA#1 ITEM **	0.000	1.000	1.000	1.00	LS	2,500.000.000	0.000**			
8020	608-A001	S Concrete Sidewalk, Without Reinforcement SA#1 ITEM **	0.000	17,628.250	17,628.250	17,628.25	SY	4.500.000	0.000**			
8040	630-A002	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness 0.125" ThicknessSA#1 ITEM **	0.000	105.000	105.000	105.00	SF	19.000.000	0.000**			
8050	907-611-PP003	S Detectable Warning, Per Plans SA#1 ITEM **	0.000	184.000	184.000	184.00	SF	30.000.000	0.000**			
8060	907-258-PP006	Handrail Standard with ADA RequirementsSA#1 ITEM **	0.000	50.000	50.000	50.00	LF	156.000.000	0.000**			
8070	603-RA006	S 42" Pipe Removed and Relaid SA#1 ITEM **	0.000	32.000	32.000	32.00	LF	55.000.000	0.000**			
8080	907-265-D011	8" Gate Valve SA#1 ITEM **	0.000	0.000	0.000	0.00	EA	1,100.000.000	0.000**			
8090	104-A001	Minor Alterations to the Contract Disposal of Contaminated SoilSA#1 ITEM **	0.000	1.000	1.000	1.00	LS	7,980.000.000	0.000**			
9000	635-A001	Vehicle Loop Assemblies SA#1 ITEM **	0.000	834.000	834.000	834.00	LF	12.950.000	0.000**			

TOTAL ORIGINAL =
2,947,638.50

TOTAL FINAL COST = 3,217,606.50

TOTAL OVERRUN / UNDER RUN =
0.000

Dependent
Items

0750	620-A001	Mobilization	1.00	0.00	1.00	1.00	UNIT		100,000.00
------	----------	--------------	------	------	------	------	------	--	------------

0990	907-699-A002	Roadway Construction Stakes	1.00	0.00	1.00	1.00	UNIT	30,000.00
0730	618-A001	Maintenance of Traffic	1.00	0.00	1.00	1.00	UNIT	59,500.00
			TOTAL ORIGINAL PROJECT ITEM COST =			TOTAL FINAL COST = 3,407,106.50		
			6,354,745.00					

TOTAL FINAL PROJECT ITEM CONSTRUCTION COST =	TOTAL OVERRUN / UNDER RUN FOR CONSTRUCTION =
3,407,106.50	0.000

TOTAL FINAL CONTRACT ITEM CONSTRUCTION COST =	TOTAL CONTRACT OVERRUN / UNDER RUN FOR CONSTRUCTION =
3,407,106.50	0.000

** Asterisks will appear only when the Final Quantity is 10% greater / less (or \$10,000 greater / less) than the Original Amount.**

** All explanations and QA # will appear only for all pay items with asterisks assigned to them.

** All newly added Supplemental Agreements pay items will have an asterisk and the Supplemental Agreement number added below

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7001
FAX (601) 359-7110
GoMDOT.com



Mark C. McConnell
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

June 3, 2016

Mayor Billy Hewes
City of Gulfport
P. O. Box 1780
Gulfport, MS 39501

PROJECT: STP-0200-00(018)LPA/105169
COUNTY: Harrison

Dear Mayor Hewes:

Reference is made to the agreement between the City of Gulfport and the Mississippi Department of Transportation for the construction of the captioned project.

An inspection of this project was made on January 20, 2016 by representatives of the Mississippi Department of Transportation, and the City of Gulfport.

It was determined that all work has been satisfactorily completed in reasonable close conformity with the plans and specifications, and it was agreed that the contractor should be relieved of maintenance thereafter, effective June 1, 2016.

Final acceptance is being deferred until all obligations imposed under the contract as well as all necessary remaining measurements and computations essential to the final estimate for final payment have been fulfilled.

Mayor Billy Hewes
June 3, 2016
Page 2

Attached is a sample copy of a letter to the contractor releasing him from maintenance on the project. You will note that this does not constitute final acceptance until all test results have been evaluated and approved.

Sincerely,

MISSISSIPPI DEPT. OF TRANSPORTATION

GG:ky

pc:
LPA Engineer
Planning Engineer
Materials Engineer
Financial Management Director
Director of Intermodal Planning
Programs Manager
Federal Highway Administration
District Engineer (Castleberry)
District LPA Coordinator (Seyfarth)
Project Engineer (Seyfarth)
Central Records
Construction File
Brown, Mitchell & Alexander, Inc.

BY:


RICHARD CHISOLM, P.E.
STATE CONSTRUCTION ENGINEER

APPROVED:


MARK C. MCCONNELL, P.E.
DEPUTY EXECUTIVE DIRECTOR/CHIEF ENGINEER


MELINDA L. MCGRATH, P.E.
EXECUTIVE DIRECTOR

Attachment:



OFFICE OF MAYOR

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5700
Fax: 228-868-5800

August 18, 2016

Mr. Jackie Grimes
GT Development & Contracting, LLC ✓
1703 Old Mobile Highway
Pascagoula, MS 39567

City Hall
2309 15th Street
Gulfport, MS 39501

Reference: FULL MAINTENANCE RELEASE
Widening of Three Rivers Road & Creosote Road - Phase II
STP-0200-00(018)LPA/105169-701000 ✓
Harrison, County

Dear Mr. Grimes:

Reference is made to your contract with the City of Gulfport for the above captioned project.

Subject to the provisions and requirements of the contract, this is our formal notice that you are hereby conditionally released of further maintenance and public liability on items of your contract with the City of Gulfport known as Local Surface Transportation Program Project No. STP-0200-00(018)LPA/105169-701000, Harrison County, completed in accordance with the contract, effective June 1, 2016. ✓

Final acceptance is being deferred until all duties and obligations imposed under the contract have been fulfilled; except for necessary remaining measurements and computations essential to the final estimate and for final payment.

As provided in the contract, in the event items of work are found to be deficient or defective as evidenced by unsatisfactory test reports of materials incorporated into the work, you are to assume full responsibility for corrective measures, and are to reassume maintenance and public liability until such corrective measures are completed to the satisfaction of the Engineer.

Sincerely,



Billy Hewes
MAYOR, City of Gulfport

pc: State LPA Engineer (MDOT)
LPA Engineer (MDOT)
District Engineer (MDOT)
Central Records (MDOT)
BMA File Copy



AIA®

Document G707™ – 1994

Consent Of Surety to Final Payment

Bond # 106015534

PROJECT: *(Name and address)*

Widening of Three Rivers Road and Creosote
Road - Phase II

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: Construction

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

TO OWNER: *(Name and address)*

City of Gulfport
P.O. Box 1780
Gulfport, MS 39502

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183-6014

on bond of

(Insert name and address of Contractor)

G. T. Development & Contracting, LLC
1703 Old Mobile Highway
Pascagoula, MS 39567

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to

(Insert name and address of Owner)

City of Gulfport
P.O. Box 1780
Gulfport, MS 39502

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereto set its hand on this date: August 16th, 2017

(Insert in writing the month followed by the numeric date and year.)

RECEIVED
OCT 10 2017
LPA DIVISION

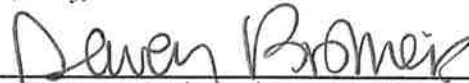
, SURETY.

, CONTRACTOR,

, OWNER.

Travelers Casualty and Surety Company of America

(Surety)



(Signature of authorized representative)

Dewey Brashier, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231109

Certificate No. 006899804

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John B. Sneed of Gulfport, Mississippi; Jim E. Brashier, Troy P. Wagener, Loren Richard Howell, Jr., Kathleen Scarborough, Dewey Brashier, Belinda Tubbs, Susan Skrmetta, Joseph Beattie of Biloxi, Mississippi, David Robin Fortenberry, Richard Teb Jones, Mary Jones Norval, Kimberly Barhum of Hattiesburg, Mississippi; John W. Nance of Tupelo, Mississippi; Andrew P. Underwood of Mobile, Alabama; Chris H. Boone, John R. Pittman, Sr., Sharon Tuten, and Cody Chew

of the City of Jackson, State of Mississippi, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15th day of July, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the 15th day of July, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

CONTRACTOR'S AFFIDAVIT OF
PAYMENT OF DEBTS AND CLAIMS

AIA DOCUMENT G706 - ELECTRONIC FORMAT

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

☐
☐
☒
☐
☐

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

TO OWNER: CITY OF GULFPORT
(Name and address) 4050 HEWES AVE.
GULFPORT, MS. 39507-3903

ARCHITECT'S PROJECT NO.: STP-0200-00(018)/105169701

PROJECT:
(Name and address)

CONTRACT FOR: WIDENING OF THREE RIVERS RD. & CREOSOTE RD
PHASE 2, HARRISON CO. MISSISSIPPI

THREE RIVERS RD. & CREOSOTE RD.
GULFPORT, MS.

CONTRACT DATED: OCTOBER 22, 2013

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

CONTRACTOR:
(Name and address)

GT Development & Contracting, LLC
1703 Old Mobile Highway
Pascagoula, Mississippi 39567

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate attachment: ☒ yes ☐ no

The following supporting documents should be attached hereto if required by the Owner.

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

BY:

Jackie Grimes
(Signature of authorized representative)

JACKIE GRIMES, MANAGING MEMBER

(Printed name and title)

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

Subscribed and sworn to before me on this date:

8/18/2017

3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

Notary Public:

Commission Expires:

Melinda Faith Taylor
March 26, 2018



CONTRACTOR'S AFFIDAVIT OF
RELEASE OF LIENS
AIA DOCUMENT G706A - ELECTRONIC FORMAT

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

☐
☐
☒
☐
☐

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

TO OWNER: CITY OF GULFPORT
(Name and address) 4050 HEWES AVE.

ARCHITECT'S PROJECT NO.: STP-0200-00(018)/105169701

PROJECT: GULFPORT, MS. 39507-3903
(Name and address)

CONTRACT FOR: WIDENING OF THREE RIVERS RD. & CREOSOTE RD
PHASE 2, HARRISON CO. MISSISSIPPI.

THREE RIVERS RD. & CREOSOTE RD.
GULFPORT, MS.

CONTRACT DATED: OCTOBER 22, 2013

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

CONTRACTOR:
(Name and address)

GT Development & Contracting, LLC
1703 Old Mobile Highway
Pascagoula, Mississippi 39567

BY:

Jackie Grimes
(Signature of authorized representative)

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

JACKIE GRIMES, MANAGING MEMBER

(Printed name and title)

Subscribed and sworn to before me on this date:



8/18/2017

Notary Public:

My Commission Expires:

Melinda Faith Taylor
March 26, 2018

PROJECT ENGINEER/ARCHITECT'S STATEMENT

State of Mississippi

County: HARRISONLocal Public Agency (LPA): CITY OF GULFPORTProject Number: STP-0200-00(018)LPA/105169-701000Project Description: Widening of Three Rivers Road and Creosote Road, Ph. IIProject Engineer/Architect's Name: Benjamin Smith, P.E.I, BENJAMIN SMITH attest that:

- (a) The above project has been constructed in accordance with the approved plans, which bear my signature in the upper right hand corner of each as-built sheet thereof, and these plans have been filed in the appropriate LPA office.
- (b) The final quantities have been computed in accordance with the specifications governing the specific items of work involved and the quantities have been checked. Sufficient measurement and calculation data to substantiate the final quantities paid is on file in the Project Engineer's/Architect's or the appropriate LPA's office.
- (c) The final quantities listed on the final estimate are true and correct. I understand that payment to the contractor will be based exclusively on my signature on the LPA-001 for which I bear full responsibility.
- (d) The final total amount allowed to the contractor is accurate and proper, and the last payment to the contractor is the difference between the amount previously paid the contractor and the total amount owed to the contractor.
- (e) The results of the tests on acceptance samples indicate the materials incorporated in the construction work were in conformity with the approved plans and specifications and are properly covered by samples and accepted in accordance with MDOT policy and procedures.
- (f) The contractor has removed all equipment and materials from the right-of-way.
- (g) All supplemental agreements and quantity adjustments have been executed in accordance with the Project Development Manual.

Sworn to and subscribed before me this 21st day of August, 2017.My Commission Expires: 4/29/21

Project Engineer/Architect (signature)

Notary (signature)

BENJAMIN SMITH, P.E.

Name of Project Engineer/Architect

is hereby authorized to represent the LPA for the above document.

Sworn to and subscribed before me this 8th day of SEPTEMBER, 2017.

Notary stamp/seal

My Commission Expires: 07/09/2019

Chief Executive Officer or Mayor of LPA

Notary (signature)

Mississippi Department of Transportation
Materials Division
Jackson, Mississippi
Federal Project
Certification of Materials and Tests
12/27/2016

Contract: STP020000018LPA
County: Harrison
Contractor: G.T. Contracting, LLC

Project: 105169701000

Division Administrator
Federal Highway Administration
Jackson, Mississippi

Dear Sir:

This is to certify that:

In accordance with State Policy and Procedures and Section 7.7 of the Project Development Manual for Local Public Agencies, the materials incorporated in the construction work and the supporting documentation appear to be acceptable. Exceptions, if any, are explained on the attached Form TMD-445.

The results of the testing referred to in the above paragraph compare favorably with the results of the independent assurance sampling and testing. Exceptions, if any, are explained on the attached Form TMD-444.

Sincerely,


Jeff Curtis, P.E.
State Materials Engineer

Attachment(s)
Central Records (71-01,89-20)
Asst. Chief Engr-Field Oprs. (91-01)
Construction Engineer (73-01)
Contract Administration (74-01)
District Engineer
District Mtls. Engineer
Project Engineer
LPA Division (77-01) ✓
Lab File

RECEIVED
JAN 11 2017
LPA DIVISION

Mississippi Department of Transportation
Materials Division
Jackson, Mississippi
List of Non-favorable Comparisons
of Independent Assurance Samples With
Job Control Samples
12/27/2016

Contract: STP020000018LPA
County: Harrison
Contractor: G.T. Contracting, LLC

Project: 105169701000

Laboratory Number	Material	Remarks
147204R6-0118V	HT 12.5 MM	UNFAVORABLE

Verification and Acceptance of the TMD-891 and the TMD-890's by I.A.S. Branch Director

Signed: _____

Date: _____

12-30-16

Mississippi Department of Transportation

Date: 12/30/2016

TMD-890HMA
Version 1.0Materials Division
Hot Mix Asphalt
Independent Assurance
Comparison Work SheetProject No: 105169701000
Project Eng. Default
Type Material HT 12.5 MM
Lab Number 147204R6-0118VCounty
Date of Comparison
Type TestState Wide
12/30/2016
Gradation

Characteristic(s)	I.A.S. Sample Results	From FIA708 Sample Results	Difference Results	Max. Difference Allowed	Compares Favorably? (Yes or No)
Gradation of Extracted Mineral Aggregates					
% Passing 1 in.			0.0	6.0 %	YES
% Passing 3/4 in.			0.0	6.0 %	YES
% Passing 1/2 in.	97.0	97.0	0.0	6.0 %	YES
% Passing 3/8 in.	84.0	86.0	2.0	6.0 %	YES
% Passing No. 4	46.0	44.0	2.0	5.0 %	YES
% Passing No. 8	29.0	29.0	0.0	5.0 %	YES
% Passing No. 16			0.0	4.0 %	YES
% Passing No. 30	16.0	16.0	0.0	4.0 %	YES
% Passing 200	6.0	6.0	0.0	3.0 %	YES
Asphalt Cement Content	5.0	5.1	0.1	0.4 %	YES
Maximum Specific Gravity	2.447	2.454	0.007	0.020	YES
Bulk Specific Gravity	2.365	2.310	0.055	0.030	NO

Result of Comparison: UNFAVORABLE

Comments: *Water Temp was not checked in Tub.*

Compare By:

Title:

Title:

Signed:

(v. 1

Page: 1 of 1

County: HARRISON

[illegible]

John K Byrd, IAS Branch Director II

12-30-16

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
Inter-Departmental Memorandum
Materials Division Laboratory Tolerance

TO: Earl Glenn
State Construction Engineer

DATE: 12/27/2016

FROM: Jeff Curtis
State Materials Engineer

CONTRACT NO: STP020000018LPA
SUBJECT OR PROJECT NO: 105169701000
COUNTY: Harrison

INFORMATION COPY TO:

DIST MTL ENGINEER: Wilson Ruff (16-30)
PROJECT ENGINEER: Benjamin Smith, P.E.
CONTRACTOR: G.T. Contracting, LLC
LAB FILE

The TMD-445 lists Job Control Variation(s) on the above referenced project for:

Geotextile Under Riprap-----	Failed Material
Reinforcing Steel-----	Insufficient Number of Tests

Attached is the TMD-445. Listing of Job Control Variations, with recommendations as to the disposition of the above listed job control variations. Based on the data in the attached documentation, this office recommends that these materials be evaluated in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, Section 105.03, Conformity with Plans and Specifications.

Attachment(s)

APPROVAL RECOMMENDED:

Earl Glenn
State Construction Engineer

Wes Dean
Asst. Chief Engineer, Field Operations

Billy Owen
Asst. Chief Engineer, Operations

James A. Williams, III
Chief Engineer—Deputy Director

REMARKS:

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Inter-Departmental Memorandum

From: Jeff Curtis
State Materials Engineer

DATE: 12/27/2016

CONTRACT NO: STP020000018LPA

PROJECT NO: 105169701000

Subject: Tolerance Memo

COUNTY: Harrison

A signed copy of the Materials Division Laboratory Tolerance memo for the above listed project will be forwarded at a later date by the Construction Division.

Mississippi Department of Transportation
Materials Division
Jackson, Mississippi
List of Job Control Variations
12/27/2016

Contract: STP020000018LPA
Proj. Engr.: Benjamin Smith, P.E.
Contractor: G.T. Contracting, LLC

Project: 105169701000
County: Harrison
District: 6

<u>Material</u>	<u>Remarks</u>
Geotextile Under Riprap-----	Failed Material
Reinforcing Steel-----	Insufficient Number of Tests

*All test values or test results used in determining compliance for clearance of materials, such as bituminous asphalt pavement mix, grass seed, agricultural limestone, and concrete pavement thickness, that indicate deficiencies from the contract's specified value and where such materials are allowed to remain in place shall be handled in accordance with applicable project documents and specifications.



**BROWN, MITCHELL
& ALEXANDER, INC.**

CONSULTING ENGINEERS

www.bmaengineers.com

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612
fax 228-864-7676

796 Vieux Marche, 2nd Floor
Biloxi, MS 39530
228-436-7612
fax 228-436-7676

December 14, 2016

Mike Sullivan
State Materials Engineer
P.O. Box 1850
Jackson, MS 39215-1850

**RE: STP-0200-00(018)LPA/105169-701000
City of Gulfport
Project Variation Memo**

Dear Mr. Sullivan:

This is to request material variation for the following pay item used in the above referenced project. The material met the MDOT standards for Type VI Geotextile Fabric, except for the Permittivity requirement. The product information submitted specifically indicates the geotextile material used on this project is intended for use under riprap material. We recommend acceptance based on the performance in the field.

Pay Item No:	Description	Quantity
815-E001	Geotextile under Riprap	240.44 SY

Should you have any questions or comments, please do not hesitate to contact me at 436-7612.

Sincerely,

Benjamin Smith, P.E.
Vice President

RECEIVED

DEC 19 2016

By: MATERIALS DIVISION



**BROWN, MITCHELL
& ALEXANDER, INC.**

CONSULTING ENGINEERS

www.bmaengineers.com

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612
fax 228-864-7676

796 Vieux Marche, 2nd Floor
Biloxi, MS 39530
228-436-7612
fax 228-436-7676

December 14, 2016

Mike Sullivan
State Materials Engineer
P.O. Box 1850
Jackson, MS 39215-1850

**RE: STP-0200-00(018)LPA/105169-701000
City of Gulfport
Sampling and Testing of Small Quantities**

Dear Mr. Sullivan:

This is to request the following item be accepted under TMD-20-05-00-000, Sampling and Testing of Small Quantities of Miscellaneous Materials on the basis of certification.

907-407-A001 Asphalt for Tack Coat 3,135 gallons (less than 6,000 gallons)

Should you have any questions or comments, please do not hesitate to contact me at 436-7612.

Sincerely,

Benjamin Smith, P.E.
Vice President



BROWN, MITCHELL
& ALEXANDER, INC.

CONSULTING ENGINEERS

www.bmaengineers.com

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612
fax 228-864-7676

796 Vieux Marche, 2nd Floor
Biloxi, MS 39530
228-436-7612
fax 228-436-7676

December 22, 2016

Mike Sullivan
State Materials Engineer
P.O. Box 1850
Jackson, MS 39215-1850

RE: STP-0200-00(018)LPA/105169-701000
City of Gulfport
Project Variation Memo

Dear Mr. Sullivan:

This is to request material variation for the following pay item used in the above referenced project. The material met the MDOT standards for Reinforcing Steel, but some of the material came from a supplier could not provide documentation indicating the material was pre-tested by MDOT. We recommend acceptance based on the attached product data sheet provided by the supplier.

Pay Item No:	Description	Quantity
602-a001	Reinforcing Steel	2,948.68 LBS

Should you have any questions or comments, please do not hesitate to contact me at 436-7612.

Sincerely,

Benjamin Smith, P.E.
Vice President



GERDAU

US ML MIDLOTHIAN
300 WARD ROAD
MIDLOTHIAN, TX 76065
USA

CUSTOMER PURCHASE ORDER NUMBER
990912

CUSTOMER SHIP TO
HD SUPPLY WHITE CAP STORE 216 HD SUPPLY WHITE CAP
14220 HWY 49
GULFPORT, MS 39503-8500
USA

CUSTOMER BILL TO
ORLANDO, FL 32802-4955
USA

SALES ORDER
2237576/000010

CUSTOMER MATERIAL N°

BILL OF LADING
1327-0000155738

DATE
05/14/2015

GRADE
60 (420)

SHAPE / SIZE
Rebar #4 (13MM)

LENGTH
20'00"

WEIGHT
47.816 LB

HEAT / BATCH
5802157102

SPECIFICATION / DATE OF REVISION
ASTM A615/A615M-14

CHEMICAL COMPOSITION

C	Mn	P	S	Si	Cu	Ni	Cr	Mo	Sn	V	Nb	Al
0.43	0.82	0.018	0.039	0.21	0.42	0.11	0.17	0.030	0.009	0.018	0.000	0.003

CHEMICAL COMPOSITION
CEQA706

0.60

MECHANICAL PROPERTIES

YS
PSI
70680

YS
MPa
534

UTS
PSI
103245

UTS
MPa
712

EL
inch
8.000

C/L
mm
200.0

Eng's
%
12.70

OK

COMMENTS / NOTES

The above figures are certified chemical and physical test records as contained in the permanent records of company. We certify that these data are correct and in compliance with specified requirements. This material, including the billets, was melted and manufactured in the USA. CMTR complies with EN 10204 3.1.

Shackley
BHASKAR VALAMANCHILI
QUALITY DIRECTOR

Donaldson
TOM HARRINGTON
QUALITY ASSURANCE MGR.



GERDAU

CERTIFIED MATERIAL TEST REPORT

Page 1/1

US-ML-MIDLOTHIAN
300 WARD ROAD
MIDLOTHIAN, TX 76065
USA

CUSTOMER SHIP TO		CUSTOMER BILL TO		GRADE	SHAPE / SIZE	HEAT / BATCH
HD SUPPLY WHITE CAP STORE 216 14220 HWY 49 GULFPORT, MS 39503-8500 USA		HD SUPPLY WHITE CAP ORLANDO, FL 32802-4955 USA		60 (420)	Rebar / #6 (19MM)	
SALES ORDER 2308375/000010		CUSTOMER MATERIAL N°		LENGTH 20'00"	WEIGHT 47.049 LB	
				SPECIFICATION / DATE OF REVISION ASTM A615/A615M-14		

CUSTOMER PURCHASE ORDER NUMBER
1015625

BILL OF LADING
1327-0000157729

DATE
06/01/2015

CHEMICAL COMPOSITION									
C	Mn	P	S	Si	Cu	Ni	Cr	Mo	
%	%	%	%	%	%	%	%	%	
0.45	0.89	0.021	0.042	0.21	0.34	0.14	0.25	0.050	

CHEMICAL COMPOSITION									
CEq	A								
%									
0.64	706								

MECHANICAL PROPERTIES				
YS	TS			
PSI	MPa			
78524	541			

MECHANICAL PROPERTIES				
Elong.	BendTest			
%				
13.20	OK			

COMMENTS / NOTES

The above figures are certified chemical and physical test records as contained in the permanent records of company. We certify that these data are correct and in compliance with specified requirements. This material, including the billets, was melted and manufactured in the USA. CMTR complies with EN 10204 3.1.

Shackery
BHASKAR YALAMANCHILI
QUALITY DIRECTOR

Don'tldawit
TOM HARRINGTON
QUALITY ASSURANCE MGR.

CERTIFICATION OF PAYMENTS TO DBE FIRMS

THIS IS TO CERTIFY THAT PAYMENT IN FULL HAS BEEN MADE TO ALL DBE FIRMS UTILIZED OVER THE LIFE OF THE CONTRACT FOR WORK PERFORMED OR MATERIALS PURCHASED. (INCLUDE RETAINAGE) IF THE DBE FIRM WAS ORIGINALLY LISTED TO MEET A GOAL, PLEASE PROVIDE THE ORIGINAL COMMITMENT AMOUNT. THE COMMITMENT AMOUNT CAN BE FOUND ON THE OCR-481-LPA FORM THAT IS A PART OF THE CONTRACT DOCUMENT.

Jackie James

SUBMITTED BY:

Managing Member

TITLE:

8/18/2017

DATE:

If the paid amount is less than the commitment amount, please provide an explanation for the under-payment

DISTRIBUTION:
MDOT OFFICE OF CIVIL RIGHTS (DBE COORDINATOR)
P.O. BOX 1850
JACKSON, MS. 39215

CITY OF GULFPORT SUPPLEMENTAL AGREEMENT NO. 1

WHEREAS, WE, GT Contracting, LLC, CONTRACTOR and Travelers Casualty and Surety Company of America, SURETY, entered into a contract with the City of Gulfport, LPA, on the 5th day of December, 2013, for the construction of Federal Aid Project No. STP-0200-00(018)LPA/105169-701000, Harrison County; and

WHEREAS: While processing paperwork, a typographical error was found in Request for Permission to Subcontract Request #4, thereby necessitating a revision of a pay item so as to be corrected in SiteManager;

WHEREAS: The City of Gulfport has requested the installation of concrete sidewalks and additional drainage systems along the south side of Creosote Road and the west side of Three Rivers Road; and

WHEREAS: Vehicle loops at Creosote Road and Hwy. 49 were in need of repair, and the LPA requested the Contractor to make the repairs.

WHEREAS: Contractor has submitted pay items and associated unit prices for the additional scope not part of the original Contract, MDOT and LPA have reviewed those items favorably.

NOW THEREFORE: It is mutually agreed that the added work will be performed under the following pay items and unit prices and existing pay items and unit prices where applicable.

DELETE the following Quantities / Pay Items:

PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	CONTRACT COST
603-A002	Standard Roadside Signs, Sheet Aluminum 0.125" Thickness	SF	-50	\$19.00	(\$950.00)

ADD the following Quantities / Pay Items:

PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	CONTRACT COST
201-A001 - SA #1	Clearing and Grubbing, Extra Work	LS	1	\$6,000.00	\$6,000.00
202-A001 - SA #1	Removal of Obstructions, Extra Work	LS	1	\$2,500.00	\$2,500.00
630-A002	Standard Roadside Signs, Sheet Aluminum 0.125" Thickness	SF	50	\$19.00	\$950.00
608-A001	Concrete Sidewalk, without Reinforcement	SF	18,800	\$4.50	\$84,600.00
907-611-PP003	Detectable Warnings	SF	150	\$30.00	\$4,500.00
907-258-PP006	Handrail Standard with ADA Requirements	LF	50	\$156.00	\$7,800.00
603-RA-006	42" Pipe Removed and Relaid	LF	32	\$55.00	\$1,760.00
907-265-D012	8" Gate Valves	EA	2	\$1,100.00	\$2,200.00
104-A001 - SA #1	Minor alterations to the Contract, Disposal of Contaminated Soil	LS	1	\$7,980.00	\$7,980.00
635-A001	Vehicle Loop Assemblies	LF	834	\$12.95	\$10,800.30

Total Original Construction Costs:	\$ 3,137,138.50
Total Increase (New Items):	\$ 128,140.30
Total Increase (Quantity Adjustment):	\$ 89,218.00
Total Revised Construction Costs:	\$ 3,354,496.80

The Contractor is requesting additional CALENDAR days as follows (See attached Time Review Worksheet):

84 Days for Added Scope (Sidewalks)
16 Days for Delays Associated with Private Utility Conflicts

Current scheduled completion date: April 28, 2015

Therefore, the revised completion date shall be August 6, 2015.

CITY OF GULFPORT
SUPPLEMENTAL AGREEMENT NO. 1
SUPPLEMENTAL SHEET

JUSTIFICATION OF UNIT PRICES SUBMITTED

Unit costs are already in place for the majority of the additional work, as several pay items were part of the original contract. The Contractor has provided unit costs for the additional items and these costs have been found acceptable. Prices were compared to summary of average bids and/or Contractor provided a cost breakdown that has been reviewed by MDOT and LPA and deemed acceptable.

WHEREAS: This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, WE, GT Contracting, LLC, CONTRACTOR, and Travelers Casualty and Surety Company of America, SURETY, hereby agree to said Supplemental Agreement consisting of the above mentioned items and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 27th day of April, 2015.

CONTRACTOR

Jackie Brines

SURETY

Travelers Casualty and Surety
Company of America

Kathleen Scarborough
Kathleen Scarborough, Attorney-In-Fact,
MS Resident Agent

RECOMMENDED FOR APPROVAL:

Benjamin Smith
PROJECT ENGINEER

Kelly A. Carthy
MDOT DISTRICT ENGINEER

Rebel Chonk
MDOT STATE CONSTRUCTION ENGINEER

Michael J. [Signature]
MDOT EXECUTIVE DIRECTOR

DATE July 1, 2015

BOOK 19

PAGE 405

APPROVED:

[Signature]
LPA OFFICIAL

Dated this 1st day of July, 2015



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224011

Certificate No. 005443176

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John B. Sneed, L. Wayne Tisdale, Scott Naugle, Belinda Tubbs of Gulfport, Mississippi; Jim E. Brashier, Troy P. Wagener, Norma J. McMahon, Loren Richard Howell, Jr., Andrew Rice, Kathleen Scarborough, Dewey Brashier of Biloxi, Mississippi, David Robin Fortenberry, Richard Teb Jones, Mary Jones Norval, Kimberly Barhum of Hattiesburg, Mississippi; John W. Nance, Teresa Farris of Tupelo, Mississippi; Andrew P. Underwood of Mobile, Alabama; Chris H. Boone, John R. Pittman, Sr., and Sharon Tuten

of the City of Jackson, State of Mississippi, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of April, 2013

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 9th day of April, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault, Notary Public

1. QUANTITY ADJUSTMENT NO. 1 2. PROJECT NO. STP-0200-00(018)105169-701000
 3. DATE 1/20/2015 4. LPA CITY OF GULFPORT
 5. The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated in detail:

Station	Pay Item	Original Quantity	Revised Quantity	Adjusted Quantity	Unit	Unit Price	Extension
1	603-A002 Standard Roadside Signs, Sheet Aluminum 0.125 Thickness	50	0	-50	SF	\$ 19.00	\$ (950.00)
Reason: Delete due to SiteManager discrepancy.							
2	201-A001 - SA #1 Clearing and Grubbing, Extra Work	0	1	1	LS	\$ 6,000.00	\$ 6,000.00
Reason: Additional for Sidewalks							
3	202-A001 - SA #1 Removal of Obstructions, Extra Work	0	1	1	LS	\$ 2,500.00	\$ 2,500.00
Reason: Additional for Sidewalks							
4	202-B018 Removal of Concrete	1,600	2,328	728	SY	\$ 8.00	\$ 5,824.00
Reason: The City of Gulfport has requested the installation of concrete sidewalks and additional drainage systems along the south side of Creosote Road and the west side of Three Rivers Road.							
5	202-B078 Removal of Pavement, All Types and Depths	4,800	4,820	20	SY	\$ 3.00	\$ 60.00
Reason: The City of Gulfport has requested the installation of concrete sidewalks and additional drainage systems along the south side of Creosote Road and the west side of Three Rivers Road.							
6	202-B098 Removal of Curb and/or Curb and Gutter, All Types	1,800	1,898	98	LF	\$ 5.00	\$ 490.00
Reason: The City of Gulfport has requested the installation of concrete sidewalks and additional drainage systems along the south side of Creosote Road and the west side of Three Rivers Road.							
7	907-265-F001 Fire Hydrant Assembly	5	7	2	EA	\$ 3,000.00	\$ 6,000.00
Reason: The City of Gulfport has requested the installation of concrete sidewalks and additional drainage systems along the south side of Creosote Road and the west side of Three Rivers Road.							
8	907-601-A001 Class "B" Structural Concrete	160	179	19	CY	\$ 800.00	\$ 15,200.00
Reason: The City of Gulfport has requested the installation of concrete sidewalks and additional drainage systems along the south side of Creosote Road and the west side of Three Rivers Road.							

1. QUANTITY ADJUSTMENT NO. 1 2. PROJECT NO. STP-0200-00(018)105169-701000
 3. DATE 1/20/2015 4. LPA CITY OF GULFPORT
 5. The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated in detail:

9	603-CA091 30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	480	1,308	828	LF	\$ 73.00	\$ 60,444.00
Reason: The City of Gulfport has requested the installation of concrete sidewalks and additional drainage systems along the south side of Creosote Road and the west side of Three Rivers Road.							
10	613-D011 Adjustment of Water Valve	15	17	2	EA	\$ 600.00	\$ 1,200.00
Reason: The City of Gulfport has requested the installation of concrete sidewalks and additional drainage systems along the south side of Creosote Road and the west side of Three Rivers Road.							
11	630-A002 Standard Roadside Signs, Sheet Aluminum 0.125" Thickness	50	100	50	SF	\$ 19.00	\$ 950.00
Reason:							
12	608-A001 Concrete Sidewalk, without Reinforcement	0	18,800	18,800	SF	\$ 4.50	\$ 84,600.00
Reason: The City of Gulfport has requested the installation of concrete sidewalks and additional drainage systems along the south side of Creosote Road and the west side of Three Rivers Road.							
13	Detectable Warnings	0	150	150	SF	\$ 30.00	\$ 4,500.00
Reason: The City of Gulfport has requested the installation of concrete sidewalks and additional drainage systems along the south side of Creosote Road and the west side of Three Rivers Road.							
14	907-258-PP006 Handrail Standard with ADA Requirements	0	50	50	LF	\$ 156.00	\$ 7,800.00
Reason: The City of Gulfport has requested the installation of concrete sidewalks and additional drainage systems along the south side of Creosote Road and the west side of Three Rivers Road.							
15	603-RA-006 42" Pipe Removed and Relaid	0	32	32	LF	\$ 55.00	\$ 1,760.00
Reason: The City of Gulfport has requested the installation of concrete sidewalks and additional drainage systems along the south side of Creosote Road and the west side of Three Rivers Road.							
16	907-265-D010 8" Gate Valves	0	2	2	EA	\$ 1,100.00	\$ 2,200.00
Reason: The City of Gulfport has requested the installation of concrete sidewalks and additional drainage systems along the south side of Creosote Road and the west side of Three Rivers Road.							
17	104-A001-SA #1 Minor Alterations to the Contract, Disposal of Contaminated Soil	0	1	1	LS	\$ 7,980.00	\$ 7,980.00
Reason: The City of Gulfport has requested the installation of concrete sidewalks and additional drainage systems along the south side of Creosote Road and the west side of Three Rivers Road.							

1. QUANTITY ADJUSTMENT NO. 1 2. PROJECT NO. STP-0200-00(018)105169-701000
 3. DATE 1/20/2015 4. LPA CITY OF GULFPORT
 5. The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated in detail:

18	635-A001	Vehicle Loop Assemblies	0	834	834	LF	\$ 12.95	\$ 10,800.30
Reason: The City of Gulfport has requested the repair of vehicle loops at Creosote Road and Hwy. 49.								

6.	Original Cost Estimate for Project:	Dated:	<u>1/6/2014</u>	\$	<u>3,638,185.00</u>
7.	Changes by Previous Quantity Adjustment(s)		<u>N/A</u>	\$	<u>-</u>
8.	Changes This Quantity Adjustment		<u>QA1</u>	\$	<u>217,358.30</u>
9.	a. Original Construction Engineering and Contingencies		\$	<u>501,046.50</u>	
	b. Less - Total of All Quantity Adjustments to Date		\$	<u>217,358.30</u>	
	c. Less - Construction Engineering Expenses to Date		\$	<u>344,190.41</u>	
	d. Equals - Remaining Const. Eng and Contingencies		\$	<u>(60,502.21)</u>	
10.	Revised Total Estimated Cost of Project			\$	<u>3,698,687.21</u>

Note: If block 9d is less than 0.00, the Revised Estimated Cost (block 10) must be greater than the Original Estimate.

APPROVAL
 Date Requested 4/27/15
Bjorn Smith
 Project Manager
 Date Approved 7/1/15
[Signature]
 CEA Official

**CITY OF GULFPORT
SUPPLEMENTAL AGREEMENT NO. 1
SUPPLEMENTAL SHEET**

ADDITIONAL TIME REVIEW

Additional Work – Sidewalk Improvements

Item	Description	Unit	Rate	Days
1	Drainage Pipe	1300 LF	180 LF/Day	7
2	Drain Boxes	4 Boxes	4 Days/Box	16
3	Sidewalk – Includes Cure Time	2089 SY	100 SY/Day	21
4	Clearing & Grubbing	1 LS	- -	3
5	Subgrade Prep/Earthwork	2800 SY	400 SY/Day	7
6	Grassing/Cleanup	2800 SY	70 SY/Day	4
7	Install Handrails 50 LF	50 LF	25 LF/Day	2

60 Workdays/ 5 day week = 12 Weeks
12 weeks x 7 days/week =

Total Additional Calendar Days **84 Days**
(Sidewalk Scope)

Utility Delays

Item	Description	Days
1	Sewer Conflict at STA. 02 + 40	3
2	AT&T Utility Conflict at STA. 11+00 – STA. 22+60	8
3	CUPCO Utility Conflict STA. 17+15	5

Total Additional Calendar Days **16 Days**
(Utility Delays)

Total Additional Calendar Days (SA #1) **100 Days**



Development & Contracting, LLC

1703 Old Mobile Highway
Pascagoula, Mississippi 39567
228-762-9899
Fax 228-762-9815

SENT VIA EMAIL

February 26, 2015
Dax Alexander, PE
Ben Smith, PE
Brown, Mitchell & Alexander
521 34th Street
Gulfport, MS 39507

RE: Supplemental Agreement Revised Pricing & Time Extension
PROJECT NAME: Widening of Three Rivers Road & Creosote Road – Phase II
PROJECT NUMBER: STP-0200-00(018)LPA/105169-701000

Dear Dax & Ben:

This serves as GT Development & Contracting, LLC's written confirmation that we are in agreement with the revised pricing and time extension provided in Supplemental Agreement #1.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matthew Touart'.

Matthew Touart
GT Development & Contracting, LLC
14385 Seaway Road
Gulfport, MS 39503
Mobile: (228) 934-6859



Development & Contracting, LLC

1703 Old Mobile Highway
Pascagoula, Mississippi 39567
228-762-9899
Fax 228-762-9815

SENT VIA EMAIL

February 26, 2015
Dax Alexander, PE
Ben Smith, PE
Brown, Mitchell & Alexander
521 34th Street
Gulfport, MS 39507

RE: Supplemental Agreement Cost Breakdown of Lump Sum Items
PROJECT NAME: Widening of Three Rivers Road & Creosote Road – Phase II
PROJECT NUMBER: STP-0200-00(018)LPA/105169-701000

Below are the costs for the lump sum items for the Supplemental Agreement:

Clearing and Grubbing	
GT Cost for Labor	\$2,000.00
GT Cost for Equipment	\$2,000.00
GT Cost for Overhead Expenses	\$1,000.00
GT Profit	\$1,000.00
TOTAL COST	\$6,000.00

Removal of Obstructions:	
GT Cost for Labor	\$2,500.00
GT Cost for Equipment	\$3,000.00
GT Cost for Overhead Expenses	\$750.00
GT Profit	\$750.00
TOTAL COST	\$2,500.00

Sincerely,

Renee Goodwin
GT Development & Contracting, LLC
14385 Seaway Road
Gulfport, MS 39503
Mobile: (850) 898-6514



Development & Contracting, LLC

1703 Old Mobile Highway
Pascagoula, Mississippi 39567
228-762-9899
Fax 228-762-9815

SENT VIA EMAIL

January 14, 2015

Dax Alexander, PE
Jason Chiniche
Brown, Mitchell & Alexander
521 34th Street
Gulfport, MS 39507

RE: Supplemental Agreement for Sidewalks Handrails Cost Breakdown
PROJECT NAME: Widening of Three Rivers Road & Creosote Road – Phase II
PROJECT NUMBER: STP-0200-00(018)LPA/105169-701000

The cost for the sidewalk handrails and contaminated soil removal and hauling of contaminated soil for the project is as follows:

Cost to Manufacture Handrails	\$125.00 LF
GT Cost for Labor to Install Hand Rails	\$3.00 LF
GT Cost for bolts and materials for Install	\$2.00 LF
GT Cost for Overhead at 10%	\$13.00 LF
GT Profit at 10%	\$13.00 LF
TOTAL COST	\$156.00 LF

Dumping Fee @ Macland Landfill for Contaminated Soil	\$26.00 ton
GT Cost to Excavate and Load Material for Hauling	\$2.00 ton
GT Cost to Handle Material & Labor for Plastic Sheeting of Material	\$1.00 ton
GT Cost to Transport Contaminated Material to Macland	\$7.00 ton
GT Cost for Overhead Expenses	\$4.00 ton
GT Profit to Contaminated Material	\$3.20
TOTAL COST	\$43.20 ton

Sincerely,

Renee' Goodwin
GT Development & Contracting, LLC
14385 Seaway Road
Gulfport, MS 39503
Mobile: (850) 898-6514



January 9, 2015

BID No. 5534

GT Development & Contracting, LLC
1703 Old Mobile Highway
Pascagoula, MS 39567

Attention: Jackie Grimes / Matt Touart

Reference: Request for Quote, Handrails

Accu-Fab & Construction, Inc. is pleased to quote material and labor to fabricate and hot dip galvanize the Sidewalk Handrails per the drawing provided.

Price per Linear Foot: \$125.00

If you have any questions or need additional information, please contact me.

Sincerely,
Accu-Fab & Construction, Inc.

Paul A. Bosarge

Paul A. Bosarge

Notes:

- 1) Terms: Net 30 Days
- 2) Delivery: 2 - 3 Weeks ARO
- 3) F.O.B.: Jobsite
- 4) Price does not include installation.
- 5) Price does not include sales tax.

5313 Mirror Lake Road, Moss Point, MS 39562
(228) 475-0082 (228) 475-0908 / Fax

GT PO# TR39503

Mac Land Disposal Center, Inc.

Phone 228-475-9750

P. O. Box 2025

Invoice

Invoice #

Invoice period ending

10/31/2014

T1013537

Bill To

GT Development & Contracting, LLC
 1703 Old Mobile Hwy
 Pascagoula, MS 39567

Remit to: P. O. Box 2025
 Escalawpa, MS 39552

P O Number

Terms Net 30

Date	Ticket #	Item	Quantity	Description	Rate	Total Amount
10/28/2014	251635	SOIL-CNTAM	18.39	MANIF:651944 - contaminated soil	26.00	478.14
10/28/2014	251648	SOIL-CNTAM	26.94	MANIF:651959 - contaminated soil	26.00	700.44
10/28/2014	251659	SOIL-CNTAM	28.23	MANIF:651958 - contaminated soil	26.00	733.98
10/28/2014	251665	SOIL-CNTAM	27.58	MANIF:651957 - contaminated soil	26.00	717.08
10/29/2014	251676	SOIL-CNTAM	24.3	MANIF:651950 - contaminated soil	26.00	631.80
10/29/2014	251684	SOIL-CNTAM	25.39	MANIF:651951 - contaminated soil	26.00	660.14
10/29/2014	251698	SOIL-CNTAM	29.33	MANIF:651952 - contaminated soil	26.00	762.58
10/29/2014	251708	SOIL-CNTAM	26.73	MANIF:651953 - contaminated soil	26.00	694.98
10/29/2014	251719	SOIL-CNTAM	29.81	MANIF:651954 - contaminated soil	26.00	775.06
10/31/2014	251791	SOIL-CNTAM	27.43	MANIF:651955 - contaminated soil	26.00	713.18
					Total	5686.38
Phone #		Fax #	E-mail			
228-475-9750		228-475-9733	diposalmb@bellsouth.net			

RECEIVED NOV 03 2014



Development & Contracting, LLC

1703 Old Mobile Highway
Pascagoula, Mississippi 39567
228-762-9899
Fax 228-762-9815

SENT VIA EMAIL

April 7th, 2015

Dax Alexander, PE
Ben Smith, PE
Brown, Mitchell & Alexander
521 34th Street
Gulfport, MS 39507

RE: Highway 49 Vehicle Loop Replacement
PROJECT NAME: Widening of Three Rivers Road & Creosote Road – Phase II
PROJECT NUMBER: STP-0200-00(018)LPA/105169-701000

The cost for the Highway 49 Vehicle Loop Replacement which includes the break down for Powell Construction:

Vehicle Loop Replacement	
GT Cost for 834 lf	\$10.95
GT Cost for Overhead at 10%	\$11.95
GT Profit Mark Up Allowance	\$12.95
TOTAL LINEAR FOOT X TOTAL COST	(834 lf x \$12.95)
TOTAL INVOICE COST	\$10,800

GT Cost Break down for 42"RCP REMOVE & RELAY	
GT Cost to Remove & Relay 32 Lf Break Down	
GT Cost of labor (\$31.00 per LF x 32 LF)	\$992.00
GT Cost of equipment (\$13.00 per LF x 32 LF)	\$416.00
GT Cost for Overhead Expenses (\$5.50 per LF x 32 LF)	\$176.00
GT Profit (\$5.50 per LF x 32 LF)	\$176.00
TOTAL COST	\$1,760.000

Sincerely,

Renee Goodwin
GT Development & Contracting, LLC
14385 Seaway Road
Gulfport, MS 39503
Mobile: (850) 898-6514

Mississippi Department of Transportation
Construction Division:

COST ESTIMATE:

Project Number: STP-0200-00(018)ILPA/105169-701000

Supplemental Agreement Number: _____

Date: April 24, 2015

<u>Pay Item Number:</u>	<u>Pay Item Description:</u>	<u>Quantity:</u>	<u>Unit:</u>	<u>Average Unit Price:</u>	<u>Plus 20%</u>	<u>Total:</u>
630-A	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness	50	SF	\$ 20.68	\$ 24.82	\$ 1,240.80
608-A	Concrete Sidewalk, Without Reinforcement	2,089	SY	\$ 37.13	\$ 44.56	\$ 93,077.48
611-P	Detectable Warning, Per Plans	150	SF	\$ 30.88	\$ 37.06	\$ 5,558.40
258-PP	Handrail	50	LF	\$ 69.83	\$ 83.80	\$ 4,189.80
603-RA	30" Pipe Removed and Relaid	32	LF	\$ 428.00	\$ 513.60	\$ 16,435.20
265-D	8" Gate Valve and Value Box	2	Each	\$ 991.71	\$ 1,190.05	\$ 2,380.10
635-A	Vehicle Loop Assemblies	834	LF	\$ 11.91	\$ 14.29	\$ 11,919.53
				TOTAL		\$ 134,801.32

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the 16th day of June, 2015, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE SUPPLEMENTAL AGREEMENT #1 FOR CONSTRUCTION ENGINEERING G.T. DEVELOPMENT & CONTRACTING, LLC FOR CONSTRUCTION SERVICES RELATED TO THE WIDENING OF THREE RIVERS ROAD AND CREOSOTE – PHASE 2 PROJECT AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID SUPPLEMENTAL AGREEMENT

WHEREAS, pursuant to authority granted by the City Council, the City of Gulfport previously contracted with G.T. Development & Contracting, LLC for the provision of certain and various construction services related to the Three Rivers Road and Creosote Widening, Phase 2, Project; and

WHEREAS, a supplemental agreement is required in order to increase the scope of the project to include the construction of sidewalks and related drainage improvements along portions of Creosote Road and Three Rivers Road, which increase in scope will extend the contract time an additional three (3) months; and

WHEREAS, a proposed Supplemental Agreement #1 to the Preliminary Construction Agreement with G.T. Development & Contracting, LLC is attached hereto for consideration as Exhibit "A" hereto.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the Supplemental Agreement #1 for Construction Engineering Services with G.T. Development & Contracting, LLC be and it is hereby approved in substantially the form as is found in Exhibit "A" to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That this Resolution shall be in effect according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember Pucheu, seconded by Councilmember Flowers, and was adopted by the following roll call vote:

AYES

Casey

Dombrowski

Holmes-Hines

Walker

Sharp

Flowers

Pucheu

NAYS

None

ABSENT

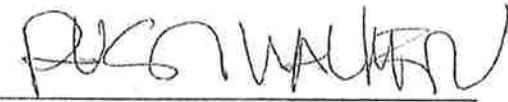
None

WHEREUPON, the President declared the motion carried and the Resolution adopted this the 16th day of June, 2015.




Ronda S. Cole, Clerk of Council

ADOPTED:


F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution was submitted to and approved by the Mayor, this
the 17th day of June, 2015.

APPROVED:


Billy Hewes, Mayor

18

**CITY OF GULFPORT
SUPPLEMENTAL AGREEMENT NO. 2**

WHEREAS, WE, GT Contracting, LLC, CONTRACTOR and Travelers Casualty and Surety Company of America, SURETY, entered into a contract with the City of Gulfport, LPA, on the 5th day of December, 2013, for the construction of Federal Aid Project No. STP-0200-00(018)LPA/105169-701000, Harrison County; and

WHEREAS: While processing approval of Supplemental Agreement No. 1, the original Contract Time expired April 28, 2015 and the Contractor was not given approval to begin work until June 17, 2015, losing approximately 51 days of the 84 days requested to complete additional scope of work requested in Supplemental Agreement No. 1.

NOW THEREFORE: It is proposed that the overall Construction Time be extended an additional fifty-one (51) calendar days. It is mutually agreed that this work will be performed under existing pay items and unit prices where applicable.

Current scheduled completion date: August 6, 2015.

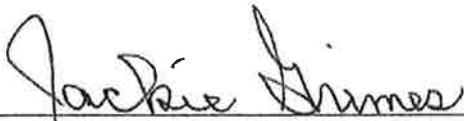
Therefore, the revised completion date shall be September 26, 2015.

WHEREAS: This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

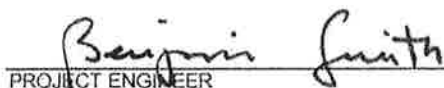
NOW, THEREFORE, WE, GT Contracting, LLC, CONTRACTOR, and Travelers Casualty and Surety Company of America, SURETY, hereby agree to said Supplemental Agreement consisting of the above mentioned items and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 30th day of September, 2015.

CONTRACTOR



RECOMMENDED FOR APPROVAL:


PROJECT ENGINEER


MDOT STATE CONSTRUCTION ENGINEER

DATE _____

APPROVED:


LPA OFFICIAL

SURETY

TRAVELERS CASUALTY and SURETY COMPANY OF AMERICA


Dewey Brashier, Attorney-In-Fact


MDOT DISTRICT ENGINEER


MDOT EXECUTIVE DIRECTOR

BOOK 19

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Dated this 23rd day of Dec, 2015

TRAVELERS**POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 224011

Certificate No. 005443224

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John B. Sneed, L. Wayne Tisdale, Scott Naugle, Belinda Tubbs of Gulfport, Mississippi; Jim E. Brashier, Troy P. Wagener, Norma J. McMahon, Loren Richard Howell, Jr., Andrew Rice, Kathleen Scarborough, Dewey Brashier of Biloxi, Mississippi, David Robin Fortenberry, Richard Teb Jones, Mary Jones Norval, Kimberly Barhum of Hattiesburg, Mississippi; John W. Nance, Teresa Farris of Tupelo, Mississippi; Andrew P. Underwood of Mobile, Alabama; Chris H. Boone, John R. Pittman, Sr., and Sharon Tuten

of the City of Jackson, State of Mississippi, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of April, 2013.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 9th day of April, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the 22nd day of December, 2015, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE SUPPLEMENTAL AGREEMENT #2 (CHANGE ORDER #1) TO
AGREEMENT WITH G.T. DEVELOPMENT & CONTRACTING, LLC, FOR THE
WIDENING OF THREE RIVERS ROAD AND CREOSOTE ROAD – PHASE 2
PROJECT, TO AUTHORIZE THE MAYOR TO EXECUTE SAID SUPPLEMENTAL
AGREEMENT (CHANGE ORDER), AND FOR RELATED PURPOSES**

WHEREAS, G. T. Development & Contracting, LLC, was awarded the contract for the Widening of Three Rivers Road and Creosote Road – Phase 2 Project located in the City of Gulfport; and

WHEREAS, certain and various changes to the contract as more fully set forth in the attached Supplemental Agreement #1 (Change Order #2) (which is attached hereto as a part of Exhibit “A”), resulting in an INCREASE contract time (51 days), are required to allow G.T. Development & Contracting, LLC, to increase, by 51 days, the contract time for the aforementioned project due to delay in the issuance of the notice to proceed with/approval to begin work on the additional scope of work called for in Supplemental Agreement #); and

WHEREAS, the City Purchasing Manager and the City Engineer, have recommended approval of Supplemental Agreement #2(Change Order).

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That Supplemental Agreement #2 (Change Order #1) to the City's contract with G.T. Development & Contracting, LLC, be and it is hereby approved in the form as is found in Exhibit "A" to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That the proposed changes to the contract are necessary and/or incidental to the completion of the work as originally bid, are not outside the scope of the original contract, are commercially reasonable and not made to circumvent the public purchasing statutes.

SECTION 4. That the INCREASE in days is reasonable in light of all relevant facts and circumstances.

SECTION 5. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember Holmes-Hines, seconded by Councilmember Dombrowski, and was adopted by the following roll call vote:

YEAS:

Casey

Dombrowski

Holmes-Hines

Walker

Sharp

Flowers

Pucheu

NAYS:

None

ABSENT:

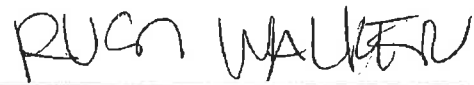
None

WHEREUPON the President declared the motion carried and the Resolution adopted,
this the 22nd day of December, 2015.



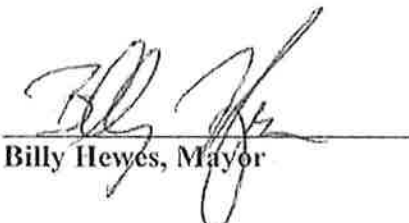

Ronda S. Cole, Clerk of Council

ADOPTED:


F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the
Mayor, this the 23rd day of December, 2015.

APPROVED:


Billy Hewes, Mayor

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CITY OF GULFPORT
PROJECT NO. STP-0200-00(018)LPA/105169-701000
SUPPLEMENTAL AGREEMENT NO. 3

WHEREAS, WE, GT Contracting, LLC, CONTRACTOR and Travelers Casualty and Surety Company of America, SURETY, entered into a contract with the City of Gulfport, LPA, on the 5th day of December, 2013, for the construction of Federal Aid Project No. STP-0200-00(018)LPA/105169-701000, Harrison County and

WHEREAS: Additional time is being requested by Contractor for additional work and delays attributed to roundabout work, sidewalk improvements and utility relocations; and

WHEREAS: Contractor was required to include an additional 400 linear feet of curbing on the south perimeter of the roundabout after installation of road base, requiring removal of shoulder material and installation of base material which added 8 additional days; and

WHEREAS: Contractor was required to include an additional 500 linear feet of curbing along Creosote Road (STA. 7+50 to STA. 12+50) requiring removal of existing concrete pavement and installation of limestone base before installing curbing which added 5 additional days; and

WHEREAS: Contractor was required to undercut driveway at Middle Drive, Three Rivers Road (STA. 19+80) and drive to Wal-Mart, as required to remove and replace unsuitable material which added 7 additional days; and

WHEREAS: Contractor added concrete flumes at drainage structures (STA. 11+00 to STA. 24+00) on Three Rivers Road which added 9 additional days; and

WHEREAS: Contractor added sign at Wal-Mart Drive which added 1 additional day; and

WHEREAS: Contractor was required to add additional earthwork along south end of roundabout to support curbing which added 3 additional days; and

WHEREAS: Contractor was required to adjust handrail on sidewalk north of Middle Drive (STA. 20+80 to STA. 21+60) which added 3 additional days; and

WHEREAS: Contractor coordinated repairs with City of Gulfport (LPA) to water main delaying completion of Three Rivers Road which added 3 additional days; and

WHEREAS: Contractor was required to adjust drainage structures and drainage culvert to avoid utilities along Three Rivers Road (STA. 22+00 to STA. 23+50) which added 21 additional days; and

WHEREAS: Original Construction Completion Date was August 6, 2015 and revised in Supplemental Agreement No. 2 to September 28, 2015, and

NOW THEREFORE: It is proposed that the overall Construction Time be extended an additional (60) calendar days which revises the overall Construction Completion Date to November 25, 2015. It is mutually agreed that this work will be performed under existing pay items and unit prices where applicable.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein and has been discussed with David Seyfarth, District 6 LPA Coordinator, MDOT LPA Division

NOW, THEREFORE, WE GT Contracting, LLC, CONTRACTOR and Travelers Casualty and Surety Company of America, SURETY, hereby agree to said Supplemental Agreement consisting of the above mentioned items and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 15th day of July, 2016

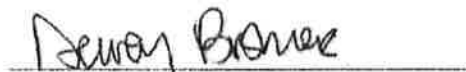
CONTRACTOR

GT CONTRACTING, LLC



SURETY

TRAVELERS CASUALTY and SURETY COMPANY OF AMERICA


Dewey Brasher, Attorney-In-Fact

RECOMMENDED FOR APPROVAL

Bjorn Smith
PROJECT ENGINEER

Paul Christ
MDOT STATE CONSTRUCTION ENGINEER

DATE 9/13/16

APPROVED

[Signature]
LPA OFFICIAL

[Signature]
MDOT DISTRICT ENGINEER

[Signature]
MDOT EXECUTIVE DIRECTOR

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Dated this 25th day of Oct., 2016

TRAVELERS **POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 229316

Certificate No. 006313961

KNOW ALL MEN BY THESE PRESENTS That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John B. Sneed, L. Wayne Tisdale, Scott Naugle of Gulfport, Mississippi; Jim E. Brashier, Troy P. Wagener, Norma J. McMahon, Loren Richard Howell, Jr., Andrew Rice, Kathleen Scarborough, Dewey Brashier, Belinda Tubbs, Susan Skrimetta of Biloxi, Mississippi; David Robin Fortenberry, Richard Teh Jones, Mary Jones Norval, Kimberly Barham of Hattiesburg, Mississippi; John W. Nance of Tupelo, Mississippi; Andrew P. Underwood of Mobile, Alabama; Chris H. Boone, John R. Pittman, Sr., Sharon Tuten, and Cody Chew

of the City of Jackson, State of Mississippi, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 22nd day of April, 2015.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford

By

Robert L. Roney, Senior Vice President

On this the 22nd day of April, 2015, before me personally appeared Robert L. Roney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

CITY OF GULFPORT
Project No. STP-0200-00(018)LPA/105169-701000
SUPPLEMENTAL AGREEMENT NO. 3

SUPPLEMENTAL SHEET 2

DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED:

The summary of delays related to the determination of unsuitable material and the appropriate solution is indicated below:

Days	Date	Description
2	4/02/15 – 4/03/15	Engineer required additional flumes from parking area; Formed then poured flumes at 23+42, 25+11, 25+48, 21+25.
3	4/08/15 – 4/10/15	Water main began leaking during fire hydrant adjustment at Sta 21+25. The Contractor and RPR notified City Personnel to assist in repair of main. The repair was completed on 04/10/15 and delayed completion of roadway base installation.
1	7/27/15	Engineer directed Contractor to not install junction box at Station 22+80L and delay construction of box 22+60L as pipe would be extended further along roadway to reduce slopes adjacent to roadway and avoid utilities. Contractor stopped work awaiting further direction.
1	7/28/15	Engineer provided Contractor with revised drawing and directed contractor to install additional pipe 18" pipe to station 23+50. Contractor ordered pipe delaying construction of inlet until pipe was delivered. Contractor moved to other areas to work.
10	7/29/15 – 8/07/15	Station 21+00 (approximate). Contractor uncovered water meters and irrigation system for business adjacent to roadway in conflict with sidewalk. The City was called to adjust water system requiring the Contractor to stop work in the area until 08/06/15. Engineer reviewed work on 08/07/2015 and work proceeded.
1	8/13/15	Contractor installed additional pipe to Station 23+50 and began forming box at 22+60.
3	8/14/15- 8/16/15	Contractor completed construction of box at Station 22+60.
1	8/18/15	Engineer directed Contractor to install additional SS-2 at Station 23+50 to accommodate drainage from parking area.
1	8/19/15	Engineer provided inlet data for box at Sta. 23+50
3	8/20/15 – 8/22/15	Engineer and Contractor agreed to undercut driveway at Wal-Mart. Contractor began to undercut driveway at Wal-Mart; installed base material.
1	8/23/15	Formed and placed south half of driveway at Wal-Mart
1	8/24/15	Contractor began backfilling and prepping the north driveway area for sub-base.
3	8/26/15 – 8/28/15	Contractor completed construction of box at Station 23+50.
1	9/01/15	Formed and placed north half of driveway at Wal-Mart.
1	9/08/15	Engineer and Contractor agreed to perform additional undercut at Middle Drive (Sta. 21+00). Contractor completed undercut.
1	9/09/15	Installed select material and base material at Middle Drive.
1	10/05/15	Engineer directed Contractor to add curbing to south end of roundabout.

CITY OF GULFPORT
Project No. STP-0200-00(018)LPA/105169-701000
SUPPLEMENTAL AGREEMENT NO. 3

1	10/06/15	Contractor staked new curb layout.
1	10/07/15	Base preparation on south half of roundabout shoulder to accept curbing.
4	10/13/15 – 10/16/15	Demo of curb in conflict with sidewalk and pavement on Creosote Rd. (Sta. 12+00) to accept sidewalk.
4	10/20/15 – 10/23/15	Engineer required additional flumes from parking area; Formed and placed flumes at 20+15, 20+76, 21+69, 15+00.
1	10/30/15	Contractor mobilized curbing crew to south end of round-about Formed and placed curbing (100 LF).
1	11/03/15	Stripped, formed and placed second 100 LF of curbing.
1	11/04/15	Stripped, formed and placed third 100 LF of curbing.
1	11/05/15	Stripped, formed and placed last 100 LF of curbing.
1	11/06/15	Stripped forms; began backfilling behind curbs.
2	11/09/15 – 11/10/15	Backfilled behind curbing, Contractor installed erosion control.
1	11/11/15	Formed and placed concrete for curbs and small slab next to curb that was part of parking lot after sidewalk was completed.
3	11/12/15 – 11/13/15, 11/16/15	Engineer required additional flumes from parking area; Formed and placed flumes at end of Panache drive and front island at Benjamin Moore Paints.
1	11/18/15	Engineer reviewed sidewalk area and requested Contractor to install handrails; Contractor awaiting direction on location.
1	11/19/15	Engineer reviewed and provided Contractor location for handrails.
1	11/20/15	Contractor installed handrails.
1	12/04/15	Engineer directed Contractor to add sign at Wal-Mart driveway.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the 4th day of October, 2016, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE SUPPLEMENTAL AGREEMENT #3 (CHANGE ORDER #3) TO
AGREEMENT WITH G.T. DEVELOPMENT & CONTRACTING, LLC, FOR THE
WIDENING OF THREE RIVERS ROAD AND CREOSOTE ROAD – PHASE 2
PROJECT, TO AUTHORIZE THE MAYOR TO EXECUTE SAID SUPPLEMENTAL
AGREEMENT (CHANGE ORDER), AND FOR RELATED PURPOSES**

WHEREAS, G. T. Development & Contracting, LLC, was awarded the contract for the Widening of Three Rivers Road and Creosote Road – Phase 2 Project located in the City of Gulfport; and

WHEREAS, certain and various changes to the contract as more fully set forth in the attached Supplemental Agreement #3 (Change Order #3) (which is attached hereto as a part of Exhibit “A”), resulting in an INCREASE contract time (60 days), are required to allow G.T. Development & Contracting, LLC, to increase, by 60 days, the contract time for the aforementioned project; and

WHEREAS, the City Engineer has recommended approval of Supplemental Agreement #3 (Change Order #3); and

WHEREAS, approval of Supplement Agreement #3 is in the best interest of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That Supplemental Agreement #3 (Change Order #3) to the City’s contract with G.T. Development & Contracting, LLC, be and it is hereby approved in the form as is found in Exhibit “A” to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That the proposed changes to the contract are necessary and/or incidental to the completion of the work as originally bid, are not outside the scope of the original contract, are commercially reasonable and not made to circumvent the public purchasing statutes.

SECTION 4. That the INCREASE in days is reasonable in light of all relevant facts and circumstances.

SECTION 5. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember Dombrowski, seconded by Councilmember Casey, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

Casey

None

None

Dombrowski

Holmes-Hines

Walker

Sharp

Flowers

Pucheu

WHEREUPON, the President declared the motion carried and the Resolution adopted,

this the 4th day of October, 2016.



ATTEST:



Ronda S. Cole, Clerk of Council

ADOPTED:



F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution submitted to and approved by the Mayor, this the 5th day of October, 2016.

APPROVED:



Billy Hewes, Mayor

FINAL

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
CONSTRUCTION ENGINEERING ESTIMATE - RECAP SHEETFinal Statement of
Work Completed

Vendor Number V00000103480 County Harrison P.O. No. 3941
 Project No. STP-0200-00(018)LPA/105169-701000 Invoice Number: 21775
 In Account With CITY OF GULFPORT, P.O. BOX 1780, GULFPORT MS 39502 Sheet No. 1 of 10
 Contract Number: CS00003859
 Est. No. 28 FINAL (Progress Estimate Final) Surety Period August 6, 2016 THRU February 10, 2017 Document No. _____

	Line Item	OCA	User Code 1	Object	Project Number / Detail Code	User Code 2	Current Period	Previous Estimate	Total Allowed to Date
Total Participating Cost	001	080125	153	1612	105169701000	1	2,557.09	509,433.62	511,990.71
Total							2,557.09	509,433.62	511,990.71
Retainage at	004	080125	153	3530	105169701000	1	25,471.69	(25,471.69)	0.00
Total All Work Due							28,028.78	483,961.93	511,990.71
Liquidated Damages	010	080125	153	3520	105169701000	1			
Testing Charges	012	072880	734	6500	105169701000	1			
Total Net Work Due							28,028.78	483,961.93	511,990.71

Quantities Checked
Original Signed
Dax Alexander, P.E.

LPA Official

Approved By:

Consultant Services Unit Engineer - Scot Ehrgott, P.E.

% Matching Funds
Deduction for LPA

TOTAL Net Amount Owed to the LPA

THE SOLE PURPOSE OF THE CONTRACT ADMINISTRATION ENGINEER'S SIGNATURE IS TO ACKNOWLEDGE THAT THE LPA HAS SUBMITTED THE CERTIFICATION AND OTHER DATA REQUIRED BY THE LPA MANUAL FOR PAYMENT

MAY 15 2017
LPA DIVISIONAPPROVED BY
COMMISSIONFINAL ESTIMATE CHECKED
DATE 5/13/17
BY [Signature]

ADVANCE COPY

456,132.53

CITY OF GULFPORT
4050 HEWES AVENUE
GULFPORT, MS 39507

ATTN: Mr. Kris Riemann, P.E.

DATE: 15-Feb-17

INVOICE #: 21775

PERIOD: 08/06/16 - 02/10/17

BMA PROJECT #: 96-2264C

PAY REQUEST #28 FINAL

CONSTRUCTION ENGINEERING & INSPECTION SERVICES
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PROJECT NO. STP-0200-00(018) LPA/105169-701000
WIDENING OF THREE RIVERS ROAD AND CREOSOTE ROAD, PHASE II
GULFPORT, HARRISON COUNTY, MISSISSIPPITOTAL CONTRACT AMOUNT: \$344,190.40
SUPPLEMENTAL AGREEMENT NO. 1: \$ 67,488.32
SUPPLEMENTAL AGREEMENT NO. 2: \$ 64,752.33
SUPPLEMENTAL AGREEMENT NO. 3: \$ 21,587.19
SUPPLEMENTAL AGREEMENT NO. 4: \$ 13,972.46
REVISED CONTRACT AMOUNT: \$511,990.71

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL TO DATE
DIRECT SALARIES	\$5,652.59	\$487,617.88	\$493,270.47
SUBCONSULTANT EXPENSE	\$0.00	\$15,330.20	\$15,330.20
DIRECT COSTS (See Attached Supporting Data)	\$106.21	\$6,485.62	\$6,591.83
PROJECT SUBTOTAL	\$5,758.80	\$509,433.62	\$515,192.42
LESS 5% RETAINAGE	\$0.00	\$25,471.69	\$25,471.69
PROJECT SUBTOTAL	\$5,758.80	\$483,961.93	\$489,720.73
AMOUNT DUE THIS INVOICE	<u>\$5,758.80</u>	<u>\$483,961.93</u>	<u>\$489,720.73</u>
PLUS RETAINAGE HELD	<u>\$25,471.69</u>		<u>\$25,471.69</u>
AMOUNT DUE THIS INVOICE INCLUDING PREVIOUSLY WITHHELD RETAINAGE	\$31,230.49		\$515,192.42
LESS AMOUNT OVER BUDGET	<u>(\$3,201.71)</u>		<u>(\$3,201.71)</u>
REVISED AMOUNT DUE	<u>\$28,028.78</u>		<u>\$511,990.71</u>

BROWN, MITCHELL & ALEXANDER, INC.
ATTACHMENT A
Billing Period: 08/06/16 - 02/10/17 BMA Invoice #21775

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PROJECT NO. STP-0200-00(018) LPA/105169-701000
WIDENING OF THREE RIVERS ROAD AND CREOSOTE ROAD, PHASE II
GULFPORT, HARRISON COUNTY, MISSISSIPPI

EMPLOYEE / CLASSIFICATION	2016 RATE OF PAY	CURRENT PERIOD HOURS	CURRENT PERIOD COSTS	PREVIOUS COSTS	COSTS TO DATE
Dax Alexander, P.E. Principal	/ \$142.04	/ 2.50	\$355.10	\$5,039.33	\$5,394.43
Ben Smith, P.E. Sr. Project Engineer	/ \$123.24	/ 2.75	\$338.91	\$49,709.35	\$50,048.26
Jason Chiniche, P.E. Project Engineer	\$104.41	0.00	\$0.00	\$49,448.21	\$49,448.21
GMartin / KMullen Engineer I	/ \$93.27	/ 37.00	\$3,450.99	\$84,127.52	\$87,578.51
Shawn Fellows RPR	\$80.06	0.00	\$0.00	\$226,499.27	\$226,499.27
Keith Dern CADD Manager	\$80.76	0.00	\$0.00	\$1,927.26	\$1,927.26
Dawn Ellerman Sr. Cadd Tech	\$75.57	0.00	\$0.00	\$1,385.56	\$1,385.56
Kelley / Towles Sr. Cadd Tech	/ \$75.57	/ 1.00	\$75.57	\$3,476.08	\$3,551.65
George Hataway Reg Land Surveyor	\$94.93	0.00	\$0.00	\$600.11	\$600.11
J Mark Otto Reg Land Surveyor	/ \$94.93	2.00	\$189.86	\$3,827.52	\$4,017.38
Danny Beavers Survey Crew Chief	\$49.03	0.00	\$0.00	\$649.65	\$649.65
Tim Adams Survey Crew Member	\$50.04	0.00	\$0.00	\$722.46	\$722.46
Mike Spaulding Survey Crew Member	\$48.50	0.00	\$0.00	\$614.80	\$614.80
McC Campbell/Phillips Admin/Clerical	\$70.98	0.00	\$0.00	\$4,363.10	\$4,363.10
Janette Shaw Admin / Clerical	/ \$70.98	/ 1.50	\$106.47	\$32,819.86	\$32,926.33
Anne Galle Admin / Clerical	/ \$70.98	/ 4.00	\$283.92	\$17,211.62	\$17,495.54
Clark/Knoll Admin / Clerical	/ \$70.98	/ 12.00	\$851.76	\$5,196.18	\$6,047.94
Subtotal - Labor		62.75	\$5,652.59	\$487,617.88	\$493,270.47
Plus: Subconsultant Expense			\$0.00	\$15,330.20	\$15,330.20
Direct & Reimbursable Costs			\$106.21	\$6,485.62	\$6,591.83
Adjustment (rounding)				-0.08	-0.08
TOTAL			\$5,758.80	\$509,433.62	\$515,192.42

BROWN, MITCHELL & ALEXANDER, INC.
TIMESHEET SUMMARY WORKSHEET
Billing Period: 08/06/16 - 02/10/17 BMA Invoice #21775

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PROJECT NO. STP-0200-00(018) LPA/105169-701000
WIDENING OF THREE RIVERS ROAD AND CREOSOTE ROAD, PHASE II
GULFPORT, HARRISON COUNTY, MISSISSIPPI

PERIOD	EMPLOYEE / CLASSIFICATION	2016 BILLING RATE	CURRENT PERIOD HOURS	COSTS	PREVIOUS COSTS
08/06/16 - 02/10/17	Dax Alexander Principal	\$142.04	2.50	\$355.10	\$5,039.33
08/06/16 - 02/10/17	Ben Smith Sr. Project Engineer	\$123.24	2.75	\$338.91	\$49,709.35
08/06/16 - 02/10/17	Jason Chiniche Project Engineer	\$104.41		\$0.00	\$49,448.21
08/06/16 - 02/10/17	Martin / Mullen Engineer I	\$93.27	37.00	\$3,450.99	\$84,127.52
08/06/16 - 02/10/17	Fellows/Featherston RPR	\$80.06		\$0.00	\$226,499.27
08/06/16 - 02/10/17	Keith Dern Cadd Manager	\$80.76		\$0.00	\$1,927.26
08/06/16 - 02/10/17	Dawn Ellerman Sr Cadd Tech	\$75.57		\$0.00	\$1,385.56
08/06/16 - 02/10/17	Kelley/Towles Sr Cadd Tech	\$75.57	1.00	\$75.57	\$3,476.08
08/06/16 - 02/10/17	George Hataway Reg Land Surveyor	\$94.93		\$0.00	\$600.11
08/06/16 - 02/10/17	J Mark Otto Reg Land Surveyor	\$94.93	2.00	\$189.86	\$3,827.52
08/06/16 - 02/10/17	Danny Beavers Survey Crew Chief	\$52.35		\$0.00	\$649.65
08/06/16 - 02/10/17	Tim Adams Survey Crew Member	\$50.04		\$0.00	\$722.46
08/06/16 - 02/10/17	M Spaulding Survey Crew Member	\$48.50		\$0.00	\$614.80
08/06/16 - 02/10/17	McC Campbell/Phillips Admin/Clerical	\$70.98	0.00	\$0.00	\$4,363.10
08/06/16 - 02/10/17	Janette Shaw Admin/Clerical	\$70.98	1.50	\$106.47	\$32,819.86
08/06/16 - 02/10/17	Anne Galle Admin/Clerical	\$70.98	4.00	\$283.92	\$17,211.62
08/06/16 - 02/10/17	Clark/Manka/Knoll Admin/Clerical	\$70.98	12.00	\$851.76	\$5,196.18
TOTALS			62.75	\$5,652.59	\$487,617.88

BROWN, MITCHELL & ALEXANDER, INC.

RECAP OF SUBCONSULTANT EXPENSES & DIRECT COSTS

Billing Period: 08/06/16 - 02/10/17 BMA Invoice #21775

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PROJECT NO. STP-0200-00(018) LPA/105169-701000
WIDENING OF THREE RIVERS ROAD AND CREOSOTE ROAD, PHASE II
GULFPORT, HARRISON COUNTY, MISSISSIPPI**

SUBCONSULTANT	EXPENSE	PREVIOUS	COSTS TO DATE	Budget	Budget Balance
Quality Engineering Services, Inc. Construction Material Testing	\$0.00	\$15,330.20	\$15,330.20	\$16,314.21	\$984.01
Canon Engineering, LLC Electrical Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBCONSULTANT TOTAL	<u>\$0.00</u>	<u>\$15,330.20</u>	<u>\$15,330.20</u>	<u>\$16,314.21</u>	<u>\$984.01</u>

DIRECT EXPENSES	EXPENSE	PREVIOUS	COSTS TO DATE	Budget	Budget Balance
Mileage	\$0.00	\$1,831.79	\$1,831.79	\$2,723.00	\$891.21
Reproduction	\$61.80	\$3,905.23	\$3,967.03	\$2,400.00	(\$1,567.03)
Telephone	\$0.00	\$0.00	\$0.00	\$200.00	\$200.00
UPS/FedEx	\$44.41	\$748.60	\$793.01	\$641.00	(\$152.01)
Field Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DIRECT EXPENSES TOTAL	<u>\$106.21</u>	<u>\$6,485.62</u>	<u>\$6,591.83</u>	<u>\$5,964.00</u>	<u>(\$627.83)</u>

NO. : 11 USER NAME : 02264

	BLACK & WHITE	FULL COLOR	2 COLOR	SINGLE COLOR
COPY / LIMIT	00,000,151	00,000,000	00,000,000	00,000,000
PRINTER / LIMIT	(---,---,---)	(---,---,---)	(---,---,---)	(---,---,---)
DOC.FILING PRINT / LIMIT	00,000,000	00,000,000	00,000,000	00,000,000
LIST PRINT / LIMIT	00,000,000	00,000,000	00,000,000	00,000,000
SCAN SEND / LIMIT	00,000,000	00,000,000	00,000,000	00,000,000
SCAN TO HDD / LIMIT	00,000,000	00,000,000	00,000,000	00,000,000

151 20 30

NO. : 12 USER NAME : 02625

	BLACK & WHITE	FULL COLOR	2 COLOR	SINGLE COLOR
COPY / LIMIT	00,000,000	00,000,000	00,000,000	00,000,000
PRINTER / LIMIT	(---,---,---)	(---,---,---)	(---,---,---)	(---,---,---)
DOC.FILING PRINT / LIMIT	00,000,000	00,000,000	00,000,000	00,000,000
LIST PRINT / LIMIT	00,000,000	00,000,000	00,000,000	00,000,000
SCAN SEND / LIMIT	00,000,000	00,000,000	00,000,000	00,000,000
SCAN TO HDD / LIMIT	00,000,000	00,000,000	00,000,000	00,000,000

NO. : 13 USER NAME : 02958

	BLACK & WHITE	FULL COLOR	2 COLOR	SINGLE COLOR
COPY / LIMIT	00,000,000	00,000,000	00,000,000	00,000,000
PRINTER / LIMIT	(---,---,---)	(---,---,---)	(---,---,---)	(---,---,---)
DOC.FILING PRINT / LIMIT	00,000,000	00,000,000	00,000,000	00,000,000
LIST PRINT / LIMIT	00,000,000	00,000,000	00,000,000	00,000,000
SCAN SEND / LIMIT	00,000,000	00,000,000	00,000,000	00,000,000
SCAN TO HDD / LIMIT	00,000,000	00,000,000	00,000,000	00,000,000

NO. : 14 USER NAME : 03205

	BLACK & WHITE	FULL COLOR	2 COLOR	SINGLE COLOR
COPY / LIMIT	00,000,000	00,000,002	00,000,000	00,000,000
PRINTER / LIMIT	(---,---,---)	(---,---,---)	(---,---,---)	(---,---,---)
DOC.FILING PRINT / LIMIT	00,000,038	00,000,148	00,000,000	00,000,000
LIST PRINT / LIMIT	00,000,000	00,000,000	00,000,000	00,000,000
SCAN SEND / LIMIT	00,000,001	00,000,009	00,000,000	00,000,000
SCAN TO HDD / LIMIT	00,000,000	00,000,000	00,000,000	00,000,000

188 3760

NO. : 15 USER NAME : 03210

	BLACK & WHITE	FULL COLOR	2 COLOR	SINGLE COLOR
COPY / LIMIT	00,000,000	00,000,000	00,000,000	00,000,000
PRINTER / LIMIT	(---,---,---)	(---,---,---)	(---,---,---)	(---,---,---)
DOC.FILING PRINT / LIMIT	00,000,000	00,000,000	00,000,000	00,000,000
LIST PRINT / LIMIT	00,000,000	00,000,000	00,000,000	00,000,000
SCAN SEND / LIMIT	00,000,000	00,000,000	00,000,000	00,000,000
SCAN TO HDD / LIMIT	00,000,000	00,000,000	00,000,000	00,000,000

SHARP COPY CHARGES
BILOXI
NOV 2016

NO. : 32 USER NAME : 2522 - ECHC PUD

	BLACK & WHITE	FULL COLOR	2 COLOR	SINGLE COLOR
COPY / LIMIT	00,000,000 (---,---,---)	00,000,000 (---,---,---)	00,000,000 (---,---,---)	00,000,000 (---,---,---)
NO TONER SAVE	00,000,000	00,000,000	00,000,000	00,000,000
TONER SAVE1	00,000,000	00,000,000	00,000,000	00,000,000
TONER SAVE2	00,000,000	00,000,000	00,000,000	00,000,000
TONER SAVE3	00,000,000	00,000,000	00,000,000	00,000,000
PRINTER / LIMIT	00,000,000 (---,---,---)	00,000,000 (---,---,---)		
NO TONER SAVE	00,000,000	00,000,000		
TONER SAVE1	00,000,000	00,000,000		
TONER SAVE2	00,000,000	00,000,000		
TONER SAVE3	00,000,000	00,000,000		
DOC.FILING PRINT / LIMIT	00,000,000 (---,---,---)	00,000,000 (---,---,---)	00,000,000 (---,---,---)	00,000,000 (---,---,---)
NO TONER SAVE	00,000,000	00,000,000	00,000,000	00,000,000
TONER SAVE1	00,000,000	00,000,000	00,000,000	00,000,000
TONER SAVE2	00,000,000	00,000,000	00,000,000	00,000,000
TONER SAVE3	00,000,000	00,000,000	00,000,000	00,000,000
LIST PRINT / LIMIT	00,000,000 (---,---,---)	00,000,000 (---,---,---)		
NO TONER SAVE	00,000,000	00,000,000		
TONER SAVE1	00,000,000	00,000,000		
TONER SAVE2	00,000,000	00,000,000		
TONER SAVE3	00,000,000	00,000,000		
SCAN SEND / LIMIT	00,000,000 (---,---,---)	00,000,000 (---,---,---)		
NO TONER SAVE	00,000,000	00,000,000		
TONER SAVE1	00,000,000	00,000,000		
TONER SAVE2	00,000,000	00,000,000		
TONER SAVE3	00,000,000	00,000,000		
SCAN TO HDD / LIMIT	00,000,000 (---,---,---)	00,000,000 (---,---,---)	00,000,000 (---,---,---)	

NO. : 33 USER NAME : 2264 Creosote Three Rivers

	BLACK & WHITE	FULL COLOR	2 COLOR	SINGLE COLOR
COPY / LIMIT	00,000,011 (---,---,---)	00,000,096 (---,---,---)	00,000,000 (---,---,---)	00,000,000 (---,---,---)
NO TONER SAVE	00,000,011	00,000,096	00,000,000	00,000,000
TONER SAVE1	00,000,000	00,000,000	00,000,000	00,000,000
TONER SAVE2	00,000,000	00,000,000	00,000,000	00,000,000
TONER SAVE3	00,000,000	00,000,000	00,000,000	00,000,000
PRINTER / LIMIT	00,000,035 (---,---,---)	00,000,016 (---,---,---)		
NO TONER SAVE	00,000,035	00,000,016		
TONER SAVE1	00,000,000	00,000,000		
TONER SAVE2	00,000,000	00,000,000		
TONER SAVE3	00,000,000	00,000,000		
DOC.FILING PRINT / LIMIT	00,000,000 (---,---,---)	00,000,000 (---,---,---)	00,000,000 (---,---,---)	00,000,000 (---,---,---)
NO TONER SAVE	00,000,000	00,000,000	00,000,000	00,000,000
TONER SAVE1	00,000,000	00,000,000	00,000,000	00,000,000
TONER SAVE2	00,000,000	00,000,000	00,000,000	00,000,000
TONER SAVE3	00,000,000	00,000,000	00,000,000	00,000,000
LIST PRINT / LIMIT	00,000,000 (---,---,---)	00,000,000 (---,---,---)		
NO TONER SAVE	00,000,000	00,000,000		
TONER SAVE1	00,000,000	00,000,000		
TONER SAVE2	00,000,000	00,000,000		
TONER SAVE3	00,000,000	00,000,000		
SCAN SEND / LIMIT	00,000,001 (---,---,---)	00,000,021 (---,---,---)		
NO TONER SAVE	00,000,000	00,000,000		
TONER SAVE1	00,000,000	00,000,000		
TONER SAVE2	00,000,000	00,000,000		
TONER SAVE3	00,000,000	00,000,000		
SCAN TO HDD / LIMIT	00,000,000 (---,---,---)	00,000,000 (---,---,---)	00,000,000 (---,---,---)	

158

#31.60

BMA GPT.

SHARP MX-6240N COPY CHARGES

OCTOBER 2016

10/28/16



Shipment Receipt

Transaction Date: 25 Oct 2016

Tracking Number:

1ZA854R70393715485

1 Address Information

Ship To:
MS Dept. of Transportation
Mr. Jeff Altman, P.E.
401 North West Street
JACKSON MS 392011010

Ship From:
Brown & Mitchell, Inc.
Anne Galle
796 Vieux Marche
2nd Floor
Biloxi MS 39530
Telephone:228-436-7612
email:anne@bmaengineers.co
m

Return Address:
Brown & Mitchell, Inc.
Anne Galle
796 Vieux Marche
2nd Floor
BILOXI MS 39530
Telephone:228-436-7612
email:anne@bmaengineers.co
m

2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. 1.0 lbs (12.0 lbs billable)	14 x 14 x 10 in. Other Packaging		Reference#1 - 2264D

3 UPS Shipping Service and Shipping Options

Service: UPS Ground Service
Guaranteed By: End of Day Wednesday, Oct 26, 2016
Shipping Fees Subtotal: 10.51 USD
Transportation: 10.01 USD
Fuel Surcharge: 0.50 USD

4 Pickup Information

Pickup Address
Brown & Mitchell, Inc.
Anne Galle
796 Vieux Marche
2nd Floor
Biloxi MS 39530
Telephone:228-436-7612 email:anne@bmaengineers.com

Earliest Pickup Time:
10/25/2016 2:00 P.M.
Latest Pickup Time:
10/25/2016 5:00 P.M.
Pickup Request Number:
293A91HOKA0

Schedule a Pickup: 6.70 USD
Fuel Surcharge: 0.34 USD
Total Pickup Charges: 7.04 USD

5 Payment Information

Bill Shipping and Pickup Charges: Shipper's Account A854R7

Shipping Charges: 10.51 USD

A discount has been applied to the Daily rates for this shipment

Negotiated Charges: 10.51 USD

Subtotal Shipping Charges: 10.51 USD

Subtotal Pickup Charges: 7.04 USD

Total Charges: 17.55 USD

OK TO PAY
5260

11/9/16

Note: This document is not an invoice. Your final invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Shipment Receipt

Transaction Date: 01 Nov 2016

Tracking Number:

1ZA854R70393168899

1 Address Information

Ship To:
Mississippi Dept. of Transportation
Mr. Pedro Tristeza
401 North West Street
Laboratory Control Branch
JACKSON MS 392011010
Telephone: 6013597001

Ship From:
Brown, Mitchell & Alexander, Inc.
Grady Martin, PE
796 Vieux Marche
2nd Floor
BILOXI MS 39530
Telephone: 228-436-7612
email: christine@bmaengineers.com

Return Address:
Brown, Mitchell & Alexander, Inc.
Grady Martin, PE
796 Vieux Marche
2nd Floor
BILOXI MS 39530
Telephone: 228-436-7612
email: christine@bmaengineers.com

2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. 10.0 lbs (10.0 lbs billable)	Other Packaging		Reference #1 - 2264 PII

3 UPS Shipping Service and Shipping Options

Service:	UPS Ground Service
Guaranteed By:	End of Day Wednesday, Nov 2, 2016
Shipping Fees Subtotal:	9.91 USD
Transportation	9.44 USD
Fuel Surcharge	0.47 USD

4 Pickup Information

Pickup Address
Brown, Mitchell & Alexander, Inc.
Grady Martin, PE
796 Vieux Marche
2nd Floor
BILOXI MS 39530
Telephone: 228-436-7612 email: christine@bmaengineers.com

Earliest Pickup Time:
11/01/2016 10:00 A.M.
Latest Pickup Time:
11/01/2016 5:00 P.M.
Pickup Request Number:
292AG1KFJ53

Schedule a Pickup	6.70 USD
Fuel Surcharge	0.34 USD
Total Pickup Charges	7.04 USD

5 Payment Information

Bill Shipping and Pickup Charges:

Shipper's Account A854R7

Shipping Charges:

9.91 USD

A discount has been applied to the Daily rates for this shipment

Negotiated Charges:

9.91 USD

Subtotal Shipping Charges:

9.91 USD

Subtotal Pickup Charges:

7.04 USD

Total Charges:

16.95 USD

Note: This document is not an invoice. Your final invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Responsibility for Loss or Damage

UPS's liability for loss or damage to each domestic package or international shipment is limited to \$100 without a declaration of value. Unless a greater value is recorded in the declared value field of the UPS shipping system used, the shipper agrees that the released value of each package covered by this receipt is no greater than \$100, which is a reasonable value under the circumstances surrounding the transportation. To increase UPS's limit of liability for loss or damage, a shipper may declare a higher value and pay an additional charge. See the UPS Tariff/Terms and Conditions of Service ("UPS Terms") at www.ups.com for UPS's liability limits, maximum declared values, and other terms of service. UPS does not accept for transportation and shippers are prohibited from shipping, packages with a value of more than \$50,000. The only exception to the \$50,000 per package limit is for a package eligible for the Enhanced Maximum Declared Value of \$70,000 per package, as set forth in the UPS Terms. A package is eligible only if it meets the following requirements. The package must be (i) a domestic shipment; (ii) tendered pursuant to shipper's Scheduled Pickup Service; (iii) a UPS Next Day Air(R) delivery

https://www.ups.com/uis/create?ActionOriginPair=default__PrintWindowPage&key=receiptWindow&type=html&loc=en_US&instr=N&doc=shipment_131482.. 1/2

PCV 96-2564D



Attn: Michelle

Transaction Date: 29 Nov 2016

Tracking Number:

1ZA854R70391123501

1 Address Information

Ship To:
MS Dept. of Transportation
Pedro Tristeza
401 North West Street
Laboratory Control Branch
JACKSON MS 392011010

Ship From:
Brown & Mitchell, Inc.
Anne Galle
796 Vieux Marche
2nd Floor
Biloxi MS 39530
Telephone: 228-436-7612
email: anne@bmaengineers.com

Return Address:
Brown & Mitchell, Inc.
Anne Galle
796 Vieux Marche
2nd Floor
BILOXI MS 39530
Telephone: 228-436-7612
email: anne@bmaengineers.com

DEC - 8 2016

2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. 10.0 lbs (10.0 lbs billable)	Other Packaging		Reference#1 - 2264D

3 UPS Shipping Service and Shipping Options

Service: UPS Ground Service
Delivery Date: End of Day Wednesday, Nov 30, 2016
Shipping Fees Subtotal: 9.91 USD
Transportation: 9.44 USD
Fuel Surcharge: 0.47 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account A854R7

Shipping Charges: 9.91 USD

A discount has been applied to the Daily rates for this shipment

Negotiated Charges: 9.91 USD

Subtotal Shipping Charges: 9.91 USD

Total Charges: 9.91 USD

Note: This document is not an invoice. Your final invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Responsibility for Loss or Damage

UPS's liability for loss or damage to each domestic package or international shipment is limited to \$100 without a declaration of value. Unless a greater value is recorded in the declared value field of the UPS shipping system used, the shipper agrees that the released value of each package covered by this receipt is no greater than \$100, which is a reasonable value under the circumstances surrounding the transportation. To increase UPS's limit of liability for loss or damage, a shipper may declare a higher value and pay an additional charge. See the UPS Tariff/Terms and Conditions of Service ("UPS Terms") at www.ups.com for UPS's liability limits, maximum declared values, and other terms of service. UPS does not accept for transportation and shippers are prohibited from shipping, packages with a value of more than \$50,000. The only exception to the \$50,000 per package limit is for a package eligible for the Enhanced Maximum Declared Value of \$70,000 per package, as set forth in the UPS Terms. A package is eligible only if it meets the following requirements. The package must be (i) a domestic shipment; (ii) tendered pursuant to shipper's Scheduled Pickup Service; (iii) a UPS Next Day Air(R) delivery service is the service level selected; (iv) processed for shipment using a UPS Shipping System (declarations of value on paper Source Documents are not eligible for Enhanced Maximum Declared Value); and (v) does not contain hazardous material or a Perishable Commodity. Claims not made within nine months after delivery of the package (sixty days for international shipments), or in the case of failure to make delivery, nine months after a reasonable time for delivery has elapsed (sixty days for international shipments), shall be deemed waived. The entry of a C.O.D. amount is not a declaration of value for carriage purposes. All checks or other negotiable instruments tendered in payment of C.O.D. will be accepted by UPS at shipper's risk. UPS shall not be liable for any special, incidental, or consequential damages. All shipments are subject to the terms and conditions contained in the UPS Terms, which can be found at www.ups.com.

PCV 2264D 12/21/16

5260

FALL 29/16 2008



**DEPARTMENT of
ENGINEERING**

4050 Hewes Avenue
Gulfport, MS 39507-3903
Phone: (228) 868-5740
Fax: (228) 868-5722

April 10, 2017

Mississippi Department of Transportation
Consultant Services Unit for Reimbursement
Attention: MDOT LPA Division
401 North West Street
Jackson, Mississippi 39201

**RE: WIDENING OF THREE RIVERS ROAD & CREOSOTE ROAD
PHASE II PROJECT NO. STP-0200-00(018) LPA/105169-701000
City of Gulfport, Harrison County, Mississippi**

The attached documents are submitted for your review for eligibility for payment for work performed in accordance with the contract to perform construction engineering and inspection services required for Three Rivers Road and Creosote Road Phase II. Additionally, the following is provided as proof of payment for invoices. They are as follows:

Invoice #:	Amount:	Check#:	Council Date:	Check Date:
INC-21775(28 final)	\$28,028.68	192037	03/07/2017	03/08/2017

If you have any questions or require additional information, please contact our office at (228) 868-5740.

Sincerely,

Sherry Beavers
Executive Secretary



BROWN, MITCHELL
& ALEXANDER, INC.

CONSULTING ENGINEERS

2/16/17
RECEIVED

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612

796 Vieux Marche, 2nd Floor
Biloxi, MS 39530
228-436-7612

3103 Pascagoula Street
Pascagoula, MS 39567
228-436-7612

www.bmaengineers.com

February 15, 2017

Mr. Robert K. Riemann, P.E.
Director of Engineering
City of Gulfport
P.O. Box 429
Biloxi, MS 39533

**RE: Widening of Three Rivers Road and Creosote Road, Phase II
STP-0200-00(018) LPA/105169-701000**

Dear Mr. Riemann:

Enclosed please find one (1) original of Brown, Mitchell & Alexander, Inc.'s Request for Payment #28 (BMA Invoice #21775) for the above referenced project. Request for Payment #28 is the Final invoice for this project and is indicated as such on the invoice. Supporting documentation is attached. This final invoice covers the period of August 6, 2016 through February 10, 2017 and is billed using the 2016 Contract Rates approved in Supplemental Agreement #4.

This Final Pay Request #28 also requests that retainage in the amount of \$25,471.69 be release to BMA.

Please review and process for payment. Once payment has been made to BMA, the LPA will need to follow the Online Invoicing Checklist & Instructions as issued by MDOT for electronic payment/reimbursement.

If you require any additional information or backup documentation, please contact me at (228) 864-7612.

Sincerely,

Dax Alexander

Dax Alexander, P.E.
President

Attachments

CELEBRATING



CERTIFICATION OF LOCAL PUBLIC AGENCY
PROGRESS AND FINAL ESTIMATES FOR PROFESSIONAL SERVICES
CAD-001 OR CSU-001

State of Mississippi

County: Harrison

Local Public Agency (LPA): City of Gulfport

Project Number: STP-0200-00(018) LPA/105169-7010000

Project Description:

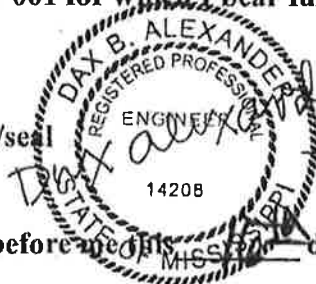
Widening of Three Rivers Road and Creosote Road, Phase II

Project Engineer / Architect's Name: Dax Alexander, P.E.

I, Dax Alexander, P.E., hereby certify for the attached estimate for the above project that:

- a. All computations have been checked and are correct.
- b. The final total amount allowed to the consultant is accurate and proper.
- c. The last payment to the consultant is the difference between the amount previously paid the consultant and the total amount owed to the consultant.
- d. All quantities listed are accurate and proper.
- e. I understand the payment to the consultant will be based exclusively on my signature on the CSU-001 or CAD-001 for which I bear full responsibility.

Professional stamp/seal



Dax Alexander
Project Engineer/Architect (signature)

Sworn to and subscribed before me this 15th day of February 2017.

Notary stamp/seal

My Commission Expires:

4/29/17 Michelle A. Phillips
Notary (signature)



City of Gulfport, Mississippi

Invoice Date	Invoice Number	Description	PO#	Invoice Amount
02/08/2017	21768	SHIP ISLAND FERRY BOAT TERMINA	PO# 188868	\$7,071.00
02/08/2017	21769	SPORTSPLEX EXPANSION - ENGINEE	PO# 185709	\$16,181.44
02/07/2017	21756	AMENDMENT #1 - WORK AUTHORIZAT	PO# 181821	\$187.50
02/15/2017	21775	THREE RIVERS ROAD - FINAL PAYM	PO# 191629	\$28,028.68
02/22/2017	21783	AIRPORT RD. EXTENSION - ENGINE	PO# 188880	\$8,011.00
02/07/2017	21755	ENGINEER SERVICES - LAY-BY-PIE	PO# 188584	\$3,797.20

Vendor No	Vendor Name	EFT No.	EFT Date	EFT Amount
24247	BROWN MITCHELL & ALEXANDER	00192037	03/08/2017	63,276.82

City of Gulfport

P.O. Box 1780
Gulfport, Mississippi 39502
Account Payable Voucher



VOID AFTER 90 DAYS

Vendor
Number
24247

EFT
Date
03/08/2017

EFT
Number
00192037

\$63,276.82

Deposit Sixty Three Thousand Two Hundred Seventy Six Dollars and 82 cents *****

To The
Order Of BROWN MITCHELL & ALEXANDER

EFT COPY
NON-NEGOTIABLE

EFT

**City of Gulfport**

P.O. Box 1780
Gulfport, Mississippi 39502
Account Payable Voucher

Forwarding Service Requested

00192037

BROWN MITCHELL & ALEXANDER
401 COWAN ROAD STE A
GULFPORT MS 39507



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Economic Development

Date: 01/23/2018

Subject: Resolution - authorizing negotiations to acquire real property interests and to do any acts necessary and legal, including prosecution in special court of eminent domain, and, if necessary, to expedite property acquisition, to authorize special checks to acquire the property interests stated herein, and for related purposes.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2018, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE
NEGOTIATIONS TO ACQUIRE REAL PROPERTY INTERESTS AND TO DO ANY
ACTS NECESSARY AND LEGAL, INCLUDING PROSECUTION IN SPECIAL COURT
OF EMINENT DOMAIN, AND, IF NECESSARY, TO EXPEDITE PROPERTY
ACQUISITION, TO AUTHORIZE SPECIAL CHECKS TO ACQUIRE THE PROPERTY
INTERESTS STATED HEREIN, AND FOR RELATED PURPOSES**

WHEREAS, the City previously completed a project to acquire a number of repeatedly flooded homes in the Bayou View West Subdivision and now desires to make recreational improvements to the area, including the addition of a community garden, a dog park, a Frisbee golf course, and other related recreational endeavors; and

WHEREAS, in order to complete this Project, the City must acquire the one privately owned lot (Tax Parcel No. 0810P-1-014.000, 3318 Jeffrey Circle, Lot 10 – Bayou View West Subdivision); remaining in the area that is surrounded on all sides by City owned property; and

WHEREAS, pursuant to authority of the Governing Authority, the City has heretofore obtained an appraisal to determine the fair market value of compensation and damages (ie, just compensation) that the City shall pay to the land owner and interested party for the real property necessitated by this project, and such appraisal was performed by Everette E. Ladner, III, a licensed and certified general real estate appraiser in Gulfport; and

WHEREAS, the Mayor and City Council (“Governing Authority”) of the City of Gulfport find that authority should be granted to legal counsel to negotiate acquisition at the appraised fair market value, and to commence suit for eminent domain where negotiations are not successful, and for special checks to issue as necessary to acquire the property interest, and to file suit for eminent domain under the provisions of Miss. Code Ann. §11-27-1, et seq. and to notify each land owner or interested party that the City shall offer the appraised fair market value for the acquisition; and to pay the Court appointed independent appraiser such sums not to exceed \$1,000.00, as required by the Special Court of Eminent

Domain, and for special checks to pay City's appraiser, and any process fees or court costs required to expedite prosecution of this case.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Attorney's Office be, and is hereby authorized to negotiate for acquisition of property, and to offer on behalf of the City of Gulfport to pay just compensation and damages, if any, in the amount of the appraised fair market value, according to the City's retained appraiser or negotiated sums to the owners and interested parties, as follows:

Tax Parcel Number: 0810P-01-014.000, Ownership: James Williams or record title holder, his successors, assigns, and any other interested parties, as their interests may appear, the total sum for acquisition of a fee interest in the parcel as described herein at the appraised value of \$3,000.00;

SECTION 3. That fair market value, as established by appraisal shall be offered to each property owner, however the owner may agree to the purchase for less than fair market value. That if successful in negotiating this acquisition at the appraised value or negotiated sum, then "special checks" are hereby authorized to be issued to the property owner and any other interested parties established by legal counsel according to said appraised value or negotiated sum.

SECTION 4. That the recreational improvements for the Bayou View West Subdivision are hereby declared to be for a public purpose and the private property interests hereinabove described are hereby found and declared to be necessary for public use (ie, a public necessity), and it is necessary to acquire the property expeditiously, as a result of which the aforesaid legal counsel is hereby authorized and directed to proceed to file and prosecute eminent domain proceedings pursuant to Miss. Code Ann. §11-27-1 through §11-27-51, against the individuals, corporations, partnerships, and any and all other persons or parties having or claiming title or interest in the property hereinabove set forth.

SECTION 5. That the Governing Authority hereby ratifies and approves any and all actions previously taken by the City Attorney's Office with respect to negotiations with the Owner herein identified.

SECTION 6. This Resolution shall take full force and effect immediately upon its passage and enactment according to law and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2018.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Leisure Services

Date: 01/29/2018

Subject: Resolution - authorizing an expenditure (in the form of a fee waiver) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the Diabetes Foundation of Mississippi Walk for Diabetes, and for related purposes.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2018, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE (IN THE FORM OF A FEE WAIVER) FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT IN CONNECTION WITH THE DIABETES FOUNDATION OF MISSISSIPPI WALK FOR DIABETES, AND FOR RELATED PURPOSES

WHEREAS, the annual Diabetes Foundation of Mississippi (the “Foundation”) Walk for Diabetes is presently scheduled for September 15, 2018, in Gulfport Mississippi, at Jones Park; and

WHEREAS, the Foundation has requested that the City provide an in-kind contribution in benefit of the Walk for Diabetes in the form of a fee waiver for the use of Jones Park for the Walk for Diabetes; and

WHEREAS, City of Gulfport receives advertising thru the advance promotion of and substantial press coverage afforded this annual event held to raise funds for the support of those in Mississippi with Diabetes; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure in the form of an in-kind donation of the use of Jones Park to the Diabetes Foundation of Mississippi in support of the 2018 Walk for Diabetes serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds in the form of an in-kind donation of the use of Jones Park to the Diabetes Foundation of Mississippi to be used to advertise the 2018 Walk for Diabetes and the City of Gulfport.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2018.

APPROVED:

MAYOR



Chairman of the Board

R. Roy Ward

President

Rick Carlton, MD

Chairman Elect

Al Sage III, JD

President Elect

C. J. Chen, MD

Vice Chairman

Guy L. Boyll III

Vice Chairman

Brian Rippee

Treasurer

John Pearson

Secretary

Irena McClain, MPH

Executive Vice President

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Chuck Bearman, JD

Beth Biedenbarn

Terrence Black, MBA

Dwayne Blaylock, MHA

Daniel Boudreaux, CPA

Stephanie Brackins

Jeff Christie

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Stan Dickens, FSA, MAAA

Robert H. Dozier

T. Mark Earl, MD

Cynthia Gordon

Chris M. Howard

Randy Johns, FLMI, ACS

David Joseph

Lillian Lien, MD

Daniel McCall, MD, MSPH

John C. Morrison, MD

Charlie Mozingo

Marshall Ramsey

Larry Ratzlaff

Marcie Robertson

Ben W. Seale, Jr., MD

Candie Simmons

David Williams, CPA

Advisory Board

Nancy Carperter

Patty Peck Christie

Don Davis

Mike Dickinson, Esq, JD

Com. Tom E. King, Jr.

David Majure II

Con Maloney

Rod Moore, CPA

Paul S. Murphy, JD

January 4, 2018

To Mayor Hewes and Members of Gulfport City Council:

In September of 2017, the Diabetes Foundation of Mississippi (DFM) hosted the Gulf Coast Walk for Diabetes at Jones Park. This was a great event, thanks to Mayor Hewes' work as our Honorary Chair, and we greatly appreciate you all generously waiving the rental fee for this event!! As we are now preparing for the 2018 Walk season, I am writing to you in the hopes you may be able to waive or discount the Jones Park rental fee again, allowing us to use these funds to instead be put toward our programs and services.

When I wrote to you all previously, I had been in my new position at the DFM for only a few short weeks, but I was already impressed with how much the Foundation was able to do for the people in our state. After being part of the DFM for nearly a year now, I have a greater understanding of all we do, and realize it is even more pressing for us to continue on our mission to improve the lives of every child, adult, and family touched by diabetes in Mississippi.

I have been to Camp Kandu (our camp for children with diabetes and their families and friends) twice now. We bring in experts from across the country to educate the parents and relatives on the latest in diabetes management and research, all while the children participate in traditional camp activities. All of this is free for children with diabetes, and only a nominal fee is charged for additional family members. We even offer full or partial "camper-ships" for families who may have trouble affording this fee, and try to ensure anyone who wants to come is able to join us!

As part of our children's programs, we visit newly diagnosed kids, taking with us a backpack full of age appropriate information for the child, information the parents and teachers, extra supplies such as meters and test strips, and a stuffed version of "Sugar," our yellow lab mascot. We let the families know the DFM is here for them and help connect them to our parents' network, so they can meet others who understand what they are experiencing.

In addition to our children's programs, we also offer emergency patient assistance to those in need. We can provide a meter and strips, and many times we even provide insulin and other supplies as well, to ensure patients of all ages are properly equipped to manage their diabetes. Part of our assistance is also focused on education. We have provided nutritional information and done presentations about diabetes across the state in schools, senior centers, libraries, health care centers, and more.

Every donation received by the Diabetes Foundation of Mississippi stays in the Magnolia state, and 85 cents of every dollar goes directly back to the community through our programs and services. In fact, the three coastal counties in Mississippi receive between nine and 10% of our total patient assistance every year. We have been rated a 4-star charity by Charity Navigator for four consecutive years, putting us among the top eight percent of charities nationwide.

I humbly ask for your consideration in waiving the rental fee of Jones Park for our 2018 Walk for Diabetes that will be held on September 15, 2018. As a 501(c)3, every dollar counts, and we need your help to allow us to continue caring for those in our state who have been touched by diabetes. Thank you for your time and consideration.

Sincerely,

Ashley Johnson
Southern Regional Coordinator





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Terri Goad, Purchasing
Purchasing

Date: 01/26/2018

Subject: Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport Fire Department, and for related purposes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Purchasing Manager

Date: January 26, 2018

**Re: Request Permission to Purchase Promotional Items
Gulfport Fire Department**

The City of Gulfport Fire Department is requesting approval to purchase Custom Fire Hats and Custom Tumblers to be used for fire prevention handouts. The total cost is approximately \$1,875.00 – see attached quotes.

Request City Council make a finding that the purchase of such promotional items be spread across the minutes in accordance with the following provision in the MS Code. (See attached resolution).

Miss. Code Ann. §17-3-3 (Rev. 2003) provides,

“Advertising pursuant to Section 17-3-1 shall include newspaper and magazine advertising and literature, publicity, expositions, public entertainment or other form of advertising or publicity, which in the judgment of such board or boards will be helpful toward advancing the moral, financial and other interests of such municipality or county.”

Sales Quote



1/24/2018 10:50:26 AM
 Fire Smart Promotions
 1 Beistle Plaza
 Shippensburg, PA 17257
 Phone: 877-387-4287
 Fax: 888-467-5141
 Email: sales@firesmartpromos.com

Customer: 12758
 NATASHA TATE
 Gulfport Fire Department
 1515 23rd Ave
 Gulfport MS 39501-2058
 United States
 Phone: 228-868-5950 x 6671
 Email: ntate@gulfport-ms.gov

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
E000013206	Net 30 Days	1/24/2018	2/23/2018	Beth Hile	USD
Quantity	Item			Unit Price	Extended Price
1,000.00 EA	SS66777A	Custom Fire Hat		0.73000	730.00
		Repeat of Previous Artwork / AS-12021			
400.00 EA	SS66777AP	Custom Fire Hat		0.73000	292.00
		Repeat of Previous Artwork / AS-12021			
		Free Shipping		0.00000	0.00
		No Set Up Fees		0.00000	0.00
Total Amount:					1,022.00





Amy Barrett
228-863-2231
amybarrett.geiger.com

December 15, 2017

Quote for Gulfport Fire Department

INFINTMB Tumbler

200 @ 3.99 = 798.00

Set up 55.00

Customer pick up

Total 853.00

Thank you, Amy



There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2017, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport Fire Department regularly participates in school and community outreach efforts promoting a good relationship between the City and the community that it serves; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising in the event by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure of approximately \$1,875.00 for the purchase of the items identified in the attached request hereto serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the City of Gulfport, by and through the City of Gulfport Fire Department, is hereby authorized to expend municipal funds in the approximate amount of \$1,875.00, payable in payment to the entities listed on the attached requests to purchase.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2017.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Natasha Tate, Assistant to the Fire Chief
Fire Department

Date: 01/23/2018

Subject: Resolution - authorizing acceptance of a donated High Water Vehicle from MS Forestry Commission, for the Gulfport Fire Department, and for related purposes.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2018, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL ACCEPTING
DONATION/AWARD OF VEHICLE FROM THE MISSISSIPPI FORESTRY
COMMISSION, AND FOR RELATED PURPOSES**

WHEREAS, former military vehicles are, from time to time, passed down to local governing authorities by and thru the Mississippi Forestry Commission; and

WHEREAS, the Mississippi Forestry Commission has awarded to the City of Gulfport a slightly used high water vehicle with a hydraulic life/arm on the back that can be used for raising and lowering swift water boats that are currently owned by the City of Gulfport; and

WHEREAS, in order to receive the aforementioned vehicle, it is necessary that the City pay an administrative processing fee in the amount of \$100.00, and, because the said vehicle must be picked up by the City on or before April 30, 2018, said fee may need to be paid via special check; and

WHEREAS, the City of Gulfport very much desires to accept the donation/award of the aforementioned high water vehicle and to issue the required payment for the administrative processing fee as the same is in the best interest of the City of Gulfport; and

WHEREAS, it is necessary for the City Council to authorize acceptance of the donation/award of the vehicle noted above and the issuance of a special check in the amount of \$100.00, payable to the Mississippi Forestry Commission, in payment of the required administrative processing fee.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY
COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:**

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the Administration of the City of Gulfport be, and it is hereby, authorized to accept the donation/award of the high water vehicle described herein and that a special check in the amount of \$100.00 be and the same is hereby authorized to be issued to the Mississippi Forestry Commission in payment of the administrative processing fee associated with the award/vehicle.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2018.

MAYOR



Memorandum - City of Gulfport Fire Department

To: The Honorable Mayor and City Council
From: Fire Chief Mike Beyerstedt
Date: January 23, 2018
Subject: High Water Vehicle with Hoist

The Gulfport Fire Department is requesting your approval to acquire and 2002 LMTV 1078A1 High Water Vehicle with Hoist from the Mississippi Forestry Commission. The only cost for the City of Gulfport will be \$100 for Processing and Handling fee for vehicle acquisition. This fixed asset piece of equipment will be utilized as a Fire Use and Emergency Response Only Vehicle throughout the City.



MISSISSIPPI FORESTRY COMMISSION

Vehicle SF-97 Request Form

Requisition Information

Requisition
Number: 2YF02573523964

DTID: W31LPY73260001

DODAAC: 2YF025

Vehicle Information

Vehicle
Identification
Number: AT018138EFGM Year: 2002

Make of Vehicle: STEWART @ STEVEN Model: LMTV 1078A1

FEPP Type: HEAVY CARGO Color: TAN

of Cylinders: 6 Transmission: AUTOMATIC

Fuel Type: DIESEL Mileage: 10065

Drive Type: 4X4 Tonnage: 2 1/2

Weight: 17770 GVWR: N/A

Cost: \$176428.00 DEMIL Code: A

Transferee Address

Name: MFC - FFP

Address: 3139 Highway 468 West
Street Address

Pearl MS 39208
City State ZIP Code

Phone: 601-420-6017 Fax: 601-420-6003

Email: jkeys@mfc.state.ms.us mmoore@mfc.state.ms.us









Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Police Department

Date: 01/17/2018

Subject: Resolution - by the Gulfport City Council, finding that identifying marks on particular police vehicles would hinder official criminal investigations by the police and authorizing those vehicles to be unmarked

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2018, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL FINDING THAT IDENTIFYING MARKS ON PARTICULAR POLICE VEHICLES WOULD HINDER OFFICIAL CRIMINAL INVESTIGATIONS BY THE POLICE AND AUTHORIZING THOSE VEHICLES TO BE UNMARKED

WHEREAS, the City of Gulfport, by and through its Police Department, routinely conducts and/or participates in criminal investigations and, during such investigations, motor vehicles are utilized by the Department for a variety of purposes; and

WHEREAS, certain of the criminal investigations conducted by the Gulfport Police Department or in which the Gulfport Police Department participates require the use of vehicles which are unmarked as identifying marks on Department vehicles would hinder the official criminal investigations by the Department; and

WHEREAS, a list of those vehicles for which approval is requested to be and remain as unmarked vehicles of the City of Gulfport Police Department is included in Exhibit "A", along with a Memorandum from Chief Leonard Papania requesting that these vehicles be approved for use as unmarked vehicles for use in criminal investigations by the Police Department.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the vehicles listed in Exhibit "A" be and are hereby authorized and approved, pursuant to Mississippi Code Annotated Section 25-1-87, to be "unmarked cars" to be used by the City of Gulfport Police Department in criminal investigations as the Governing Authority hereby finds that the use of identifying marks on these vehicles would hinder any official criminal investigation in which the

vehicles are used.

SECTION 3. That this Resolution shall be in effect immediately upon its passage and enactment according to law and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2018.

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Administration

Date: 01/17/2018

Subject: Resolution - terminating the State of Emergency previously declared due to the impacts of Hurricane Nate on the City of Gulfport, and for related purposes

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2018, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL TERMINATING THE STATE
OF EMERGENCY PREVIOUSLY DECLARED DUE
TO THE IMPACTS OF HURRICANE NATE ON THE CITY OF GULFPORT, AND
FOR RELATED PURPOSES**

WHEREAS, by virtue of a Proclamation executed on Friday, October 6, 2017, the Mayor proclaimed a “local emergency” pursuant to *Miss. Code Ann.* § 33-15-17(d) and a “civil emergency” pursuant to *Miss. Code Ann.* § 45-17-3, et seq., due to an imminent threat of a "natural disaster" resulting from tropical rains and winds and/or Tropical Storm/Hurricane Nate and related conditions (rain, wind, lightening, hail, flooding, etc.) projected to commence in the area on or about October 7-8, 2017; and

WHEREAS, at its meeting on October 17, 2017, the Gulfport City Council ratified the aforementioned actions of the Mayor, thereby approving the need for continuing the local emergency, and at its meetings on November 7 and December 4, 2017, and January 2 and 16, 2018, the Gulfport City Council recognized the need for continuing the local emergency/state of emergency.

WHEREAS, further, due to said local/civil emergency, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of “emergency management” and invoked special emergency authority, including, but not limited to Sections 45-17-1, et seq., Sections 33-15-1, et seq., and Sections 21-35-19, et seq., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and invoked emergency measures according to authority of Sec. 1-70 and Sec. 7-19, *Code of Ordinances of the City of Gulfport, Mississippi*; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that conditions warrant termination of the aforementioned “civil emergency” and “local emergency

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things set forth and recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Council hereby determines that the previously declared “local emergency” and “civil emergency” are no longer necessary for the protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County as a result of the impact and effects of Hurricane Nate.

SECTION 3. This Resolution shall be in full force and effect on and after passage.

SECTION 4. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilman _____, seconded by Councilman _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2018.

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 01/26/2018

Subject: Recommendation - for payment for Contract Agreement for Services - ISI Water Company.

Recommendation:

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes Dr. John Kelly, CAO
Wayne Miller, P.E., Public Works Linda Elias, Finance

From: Kris Riemann, P.E. *RKR*

Date: 1/25/18

Re: Recommendation to Approve Payment for Contract Agreement for Services

- ISI Water Company
- Harrison County Utility Authority Fee Review
- Water Fixed Cost and Administrative Cost Reduction

Attached is the result of the year three (FY 2018) fees being reviewed by ISI Water Company (Water Company of America or WCA). ISI reviewed Harrison County Utility Authority (HCUA) fees and identify the appropriateness of those fees for services received. Below is the item that is finalized. **This payment represents the third year and final payment to WCA for the items listed below.**

No.	Project Name	FY 2015	FY 2016	FY 2017	FY 2018	Result Savings from Base Year (2015)
1	Water Fixed Cost	\$289,633	\$117,048	\$106,945	\$104,890	\$184,743
2	Water Administration Cost	\$63,024	\$36,793	\$42,574	\$47,742	\$15,282
	Total Gulfport Cost	\$352,657	\$153,841	\$149,519	\$152,632	\$200,025
	Gulfport's Share of Overhead %	36.14%	16.87%	15.81%	16.01%	
			Total Savings to Gulfport Compared to 2015			\$200,025
				WCA Share @ 55%		\$110,013

These fees shall be assessed at 55% to WCA on a monthly basis. The other items that still remain will be reviewed and revised during fiscal year 2018. The other items are North Gulfport Treatment Plant Debt and Operations Cost, Riverbend Utilities, West Orange Grove Interceptor, and Administrative Overhead.

I recommend approval. Please place this item on the February 6, 2018 Council Agenda.
Attachments: Water Company of America Report 1/15/18



To: Kris Riemann
City Engineer

From: Steve Hooper
GM Water Company of America

Date: ~~February~~ ^{JANUARY} 15, 2018

RE: Harrison County Utility Authority (HCUA) FYE 2018 Cost Reduction(s)

Water Company of America has conducted a review of the 2018 HCUA Budget to determine certain cost reductions to Gulfport related to the findings outlined in our report to the City dated July 8, 2015. Specifically, WCA determined that the method used by HCUA in allocating water cost to Gulfport was not in accordance with approved agreements. This was remedied in FYE 2016 and the City's FYE 2018 cost to HCUA for water fixed and administrative overhead cost decreased by \$200,025; from \$352,657 for FYE 2015 to \$152,632 for FYE 2018.

	FYE 2015 (Base line)	FYE 2018	Annual Cost Reduction
Water Fixed Cost	\$289,633	\$104,890	\$184,743
Water Admin Cost	\$63,024	\$47,742	\$15,282
Total	\$352,657	\$152,632	\$200,025
WCA Share @55%			\$110,013

Attached is information obtained by WCA from HCUA to support the above amounts. Please do not hesitate to contact me if anything further is needed.

Sincerely,

Steve Hooper
General Manager
Water Company of America

HARRISON COUNTY UTILITY AUTHORITY
Approved Budget Summary of Revenues And Expenses
For the year ending September 30, 2015

page 6

	Actual Revenue or Expense FY 11	Actual Revenue or Expense FY 12	Actual Revenue or Expense FY 13	Budget Approved FY 2014 Budget	Approved FY 2016 Budget	Increase (Decrease) From Last Year
Total Revenues - Cont:						
City Of Gulfport, Cont:						
West Gulfport Interceptor:						
Operating and Maintenance Expense	\$138,347	\$94,805	\$199,815	\$82,031	\$75,435	-8.04%
Phase II Debt Service & SRF Loans	435,438	422,372	408,380	389,174	350,889	-8.94%
Total West Gulfport Interceptor:	\$572,083	\$517,077	\$608,275	\$471,205	\$426,304	-9.53%
Hudson's Pump Station Upgrade						
Phase II Debt Service & SRF Loans	218,013	208,483	202,581	193,063	174,061	-9.84%
Total Hudson's Pump Station Upgrade	\$218,013	\$208,483	\$202,581	\$193,063	\$174,061	-9.84%
34th Street Pump Station Upgrade						
Phase II Debt Service & SRF Loans	283,017	362,015	341,288	328,253	293,240	-9.34%
Total 34th Street & Hudson's Pump Station Rehab	\$283,017	\$362,015	\$341,288	\$328,253	\$293,240	-9.34%
Additional Capital Projects						
Phase II Debt Service & SRF Loans						
Gulfport South Capital Equipment Replacement	44,712	43,350	41,932	39,062	35,325	-9.54%
West Blvd Plant Capital Equipment Replacement	0	0	0	0	0	n/a
Gulfport North Mitigation	5,089	4,915	4,754	4,330	4,084	-5.44%
Flat Branch Gravity Sewer	152,481	154,552	151,168	134,253	128,504	-4.25%
Flat Branch Wast	112,375	37,623	38,474	106,980	31,373	-70.36%
Three Rivers Gravity Sewer	228,517	219,970	212,141	202,480	182,571	-9.34%
West Fritz Creek	171,278	4,849	13,024	183,079	146,514	-20.54%
Total Capital Equipment Replacements	\$719,720	\$485,079	\$470,860	\$643,204	\$549,133	-14.23%
Solid Waste Collection & Disposal:						
Collection Charges	\$2,929,818	\$3,338,001	\$2,810,654	\$2,005,038	\$3,098,389	6.95%
Landfill Charges	92,284	79,100	80,141	84,575	87,460	3.41%
Cumulative Charges	35,218	34,013	17,730	50,000	45,000	-10.00%
Additional Landfill Charges	88,372	44,038	1,872	33,333	23,333	-30.30%
Administrative Charge From Wastewater	28,640	22,735	12,580	31,100	31,100	0.31%
Total Solid Waste & Disposal:	\$3,920,212	\$3,917,886	\$3,002,647	\$3,088,046	\$3,285,347	6.18%
Water Fixed Cost Allocation			\$159,324	\$124,727	\$285,933	132.21%
Additional Cost Allocation			\$243			
Total Water Allocation	\$0	\$0	\$159,567	\$124,727	\$285,933	132.21%
Sub-Total City Of Gulfport	\$12,344,131	\$12,117,781	\$10,974,064	\$12,044,404	\$11,731,218	-2.50%
O&M Renewal & Replacement					\$175,865	
Total City Of Gulfport	\$12,344,131	\$12,117,781	\$10,974,064	\$12,044,404	\$11,907,083	-1.14%
City Of Long Beach:						
Long Beach/Pace Christian Plant & Improvements:						
Operating and Maintenance Expense	\$469,229	\$538,815	\$86,382	\$559,033	\$597,011	6.93%
District Overhead Allocation	88,737	82,885	87,473	121,910	104,205	-14.10%
Phase I Debt Service	287,505	287,289	283,564	254,587	223,012	-12.40%
Phase I State Loans	0	0	0	0	0	n/a
Phase II Debt Service & SRF Loans	121,661	123,382	119,378	108,738	103,001	-5.20%
Total L. Beach/P. Christian Plant & Improvements	\$967,132	\$1,032,371	\$376,797	\$1,044,268	\$1,027,231	-1.63%
Long Beach/Pace Christian Interceptor & Improvements:						
Operating and Maintenance Expense	\$118,395	\$220,744	\$158,904	\$207,174	\$409,128	37.67%
Phase I Debt Service	185,313	172,281	169,875	164,095	143,743	-12.40%
Phase I State Loans	0	0	0	0	0	n/a
Phase II Debt Service & SRF Loans	244,407	297,090	229,204	218,612	187,004	-9.84%
Total L. Beach/P. Christian Interceptor & Improv.	\$548,115	\$690,115	\$557,983	\$589,881	\$740,875	10.31%

FYE 2015 Allocation

With two exceptions (as noted below), the FY-2015 HCUA Overhead costs are distributed between solid waste, water and wastewater. Solid waste overhead is distributed based upon the most recent house counts. Water overhead is distributed based upon population (Harrison County includes the population of Pass Christian and Long Beach). Wastewater overhead is distributed based upon the most recent full fiscal-year wastewater flows.

For FY2015, the HCUA overhead was calculated as followed by:

- The solid waste portion was deducted and applied to SW budget
- The water portion was deducted and applied to the water budget
- EXCEPTION - The costs associated with two employees to provide retail billing support and in-house operations for Henderson Point and other county systems were removed and applied directly to Harrison County
- EXCEPTION - The line item to cover non-CDBG eligible Grant Administrator costs was removed and applied to member agencies affected by the remaining open CDBG projects.

Once the above was appropriated, the remaining balance was then split among the member agencies based on flow (from FY2013).

The numbers are as follows:

Total HCUA overhead	\$1,661,789
SW portion (split by 2014 house count)	(\$84,500)
Blx - 19.97%	
Gpt - 36.92%	
LB - 8.43%	
PC - 3.58%	
D'Ib - 4.99%	
HC - 26.11%	
Water portion (split by 2012 population)	(\$174,388)
Blx - 22.81%	
Gpt - 36.14%	
D'Ib - 5.29%	
HC - 35.76%	
County Employee coverage (HC - 100%)	(\$109,000)
HC - 100%	
Grant Admin cost not covered by CDBG (split by 2012 population)	(\$200,000)
Blx - 22.81%	
Gpt - 36.14%	
D'Ib - 5.29%	
HC - 35.76%	
Wastewater Portion (split by FY-2013 WW flow)	(\$1,093,901)
Blx - 35.34%	
Gpt - 45.52%	
LB - 10.13%	
PC - 3.28%	
D'Ib - 4.48%	
HC - 1.25%	

old formula

using this formula back then - when flow was low - notice this was rational. Now with multi competing demands on limited Admin it no longer is.

HARRISON COUNTY UTILITY AUTHORITY
Preliminary Draft -Supporting Documentation for Budget
For the year ending September 30, 2018

page 5

	Actual Revenue or Expenses FY 14	Actual Revenue or Expenses FY 16	Actual Revenue or Expenses FY 18	Approved Budget FY 2017	Proposed Budget FY 2018	Increase (Decrease) From Last Year
Total Revenues: Con't						
City Of Gulfport, Con't						
34th Street Pump Station Upgrade						
Phase II Debt Service	\$46,058	\$43,353	\$24,325	\$269,421	\$253,610	-5.87%
Total 34th Street Pump Station Upgrade	\$46,058	\$43,353	\$24,325	\$269,421	\$253,610	-5.87%
Additional Capital Projects (Phase II Debt Service)						
Gulfport South Capital Equipment Replacement	42,618	42,188	33,705	33,182	31,180	-6.87%
West Blvd Plant Capital Equipment Replacement	0	0	0	0	0	
Gulfport North Mitigation	4,820	4,782	3,821	3,763	3,532	-5.87%
Flat Branch Gravity Sewer	171,583	177,086	136,697	134,254	128,375	-5.87%
Flat Branch West	37,824	37,483	29,349	28,825	27,133	-5.87%
Three Rivers Gravity Sewer	215,411	213,727	170,759	167,706	157,864	-5.87%
West Fritz Creek	15,874	52,343	212,326	208,530	198,293	-5.87%
Total Capital Equipment Replacements	\$488,322	\$527,899	\$588,657	\$576,170	\$542,357	-5.87%
Master Plan Projects						
Wastewater Projects	\$0	\$0	\$0	\$100,000	\$1,130,000	1030.00%
Water Projects	\$0	\$0	\$0	\$7,599	\$0	-100.00%
Total Master Plan Projects	\$0	\$0	\$0	\$107,599	\$1,130,000	950.30%
Solid Waste Collection & Disposal:						
Collection Charges	\$2,917,970	\$3,076,651	\$3,943,611	\$3,026,381	\$0	-100.00%
Landfill Charges	83,140	151,877	428,000	473,569	0	-100.00%
Dumpster Charges	20,349	26,778	21,000	21,232	0	-100.00%
Additional Landfill Charges	0	0	0	0	0	
Administrative Charge From Wastewater	28,553	29,981	0	0	0	
Reserve	0	0	969,028	25,083	0	-100.00%
Total Solid Waste & Disposal	\$3,031,412	\$3,278,997	\$4,461,639	\$3,546,235	\$0	-100.00%
Water Fixed Cost Allocation						
reserve	\$171,311	\$295,548	\$112,183	\$108,932	\$104,890	-1.91%
Additional Cost allocation (Rich Ave Well Insurance)	\$1,348	\$21,035	\$21,576	\$3,783	\$0	-100.00%
Total Water Allocation	\$173,456	\$317,338	\$134,579	\$112,715	\$104,890	-1.87%
Less: Applied Over/Under						
Less: Applied Renewal & Replacement of prior years			-468,468	-417,043	-399,866	-4.12%
Less: Bond Refinancing reserve			-75,968	-17,957	-422,920	2255.18%
Sub-Total City Of Gulfport	\$11,187,162	\$12,376,437	\$11,414,315	\$11,097,304	\$6,737,631	-39.29%
O&M Renewal & Replacement		\$175,988	\$174,427	\$186,460	\$101,084	-30.29%
HCUA O&M Reserve					\$184,370	-100.00%
Short term Note - Interest			\$18,698	\$18,698		
Add'l Reserve obligated - SW						
Add'l Reserve obligated - Water		-21,835	-969,028			
payment of interest			-21,576			
			\$-10,698	\$-10,698	\$0	-100.00%
Total City Of Gulfport	\$11,187,162	\$12,331,371	\$10,388,139	\$11,283,764	\$7,022,065	-37.65%
City Of Long Beach:						
Long Beach/Pass Christian Plant & Improvements:						
Operating and Maintenance Expense	\$550,472	\$549,554	\$647,843	\$579,587	\$543,025	-6.31%
District Overhead Allocation	93,405	95,841	107,945	91,136	88,329	-3.08%
Phase I Debt Service	268,553	267,816	271,204	268,357	250,725	-5.87%
Phase II Debt Service	121,554	120,694	95,357	94,635	89,031	-5.87%
Total L. Beach/P. Christian Plant & Improvements	\$1,033,984	\$1,033,915	\$1,123,059	\$1,033,715	\$971,111	-5.87%
Long Beach/Pass Christian Interceptor & Improvements:						
Operating and Maintenance Expense	\$103,284	\$340,285	\$80,208	\$593,884	\$299,484	-49.58%
Phase I Debt Service	173,097	172,493	174,806	171,981	161,606	-5.87%
Phase II Debt Service	232,489	230,671	275,373	181,002	170,380	-5.87%
Total L. Beach/P. Christian Interceptor & Improv.	\$508,870	\$743,450	\$530,387	\$946,868	\$631,471	-33.30%
Additional Capital Projects (Phase II Debt Service)						
L. Beach Interceptor Capital Equipment Replacement	\$841	\$811	\$864	\$852	\$814	-3.67%
North Long Beach Interceptor	\$318	\$275	\$214	\$419	\$399	-5.87%
Total Capital Equipment Replacements	\$6,154	\$6,105	\$4,878	\$4,791	\$4,510	-5.87%
Master Plan Projects						
Wastewater Projects	\$0	\$0	\$0	\$108,000		-100.00%
Water Projects	\$0	\$0	\$0	\$708	\$0	-100.00%
Total Master Plan Projects	\$0	\$0	\$0	\$108,708	\$0	-100.00%

FY 2018 Budget

Total HCUA overhead

\$1,940,141

SW portion (split by 2018 house count)

(\$137,750)

Blx – 31.67%

Gpt – 0%

LB – 13.2%

PC – 5.76%

D'ib – 7.86%

HC – 41.51%

Water portion (split by adjusted water model)

(\$298,200)

Blx – 14.57%

Gpt – 16.01%

LB – 2.07%

PC – 0.63%

D'ib – 17.09%

100.01

HC – 49.64%

Carryover

(\$125,000)

In-House WW OPs (Applied to corresponding O&M budgets)

(\$80,000)

Wastewater Portion (split by FY 2016 WW Flow)

(\$1,299,191)

Blx – 33.8316%

Gpt – 50.9324%

LB – 6.7987%

PC – 2.65%

D'ib – 4.3305%

HC – 1.4567%



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Sherry Dulaney, Accounts Payable Supervisor
Accounts Payable

Date: 01/26/2018

Subject: Docket of Claims - to be approved through February 7, 2018.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Administration

Date: 01/24/2018

Subject: Ratification - acknowledgement and acceptance of Levanway termination letter of January 15, 2018 - to be made a part of the minutes.

Recommendation:



January 15, 2018

Honorable Billy Hewes
Mayor
City of Gulfport
P.O. Box 1780
Gulfport, MS 39502

Dear Mayor Hewes:

This will confirm our conversation of this morning. I hereby tender my resignation as lobbyist for the City of Gulfport and voluntarily terminate our contract for services.

I am sorry that this happened and I understand the position of the City of Gulfport. If I can ever be of service to the City in the future, I am ready to assist you.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Levanway". The signature is fluid and cursive, with a large loop at the end. Below the signature is the printed name "Scott Levanway".

Scott Levanway



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Public Works

Date: 01/24/2018

Subject: Ratification - acknowledgement and acceptance of executed extension of consent to cross easement - to be made a part of the minutes.

Recommendation:

USAF/AETC-KEE-9-12-003 Cambridge Avenue
USAF/AETC-KEE-9-12-002 Champlin Circle
USAF/AETC-KEE-9-12-005 Greenbriar Drive
USAF/AETC-KEE-9-12-004 Tally Ho Circle

CONSENT TO CROSS GOVERNMENT EASEMENT EXTENSION AGREEMENT
BETWEEN THE
DEPARTMENT OF THE AIR FORCE
AND
THE CITY OF GULFPORT, MS

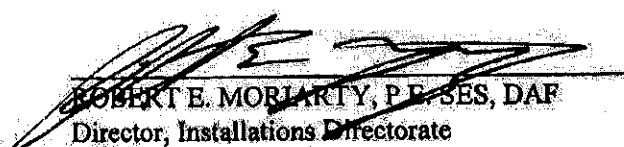
WHEREAS, on 1 April 2012, the Department of the Air Force, Grantor, did grant to the City of Gulfport, Grantee, whose current address is 4050 Hewes Avenue, Gulfport, MS 39507-3903, four Consent to Cross U. S. Government owned easements under the jurisdiction and control of Keesler Air Force Base, MS, identified as USAF/AETC-KEE-9-12-003 Cambridge Avenue, USAF/AETC-KEE-9-12-002 Champlin Circle, USAF/AETC-KEE-9-12-005 Greenbriar Drive, and USAF/AETC-KEE-9-12-004 Tally Ho Circle. The four Consent to Cross Easement transactions expired 31 Mar 2017.

WHEREAS, the United States Air Force and the City of Gulfport are desirous to extend the term of said Consent to Cross Easements for 25 years.

NOW THEREFORE, the parties hereto do hereby mutually agree to extend the terms in the four Consent to Cross U. S. Government owned easements identified as USAF/AETC-KEE-9-12-003 Cambridge Avenue, USAF/AETC-KEE-9-12-002 Champlin Circle, USAF/AETC-KEE-9-12-005 Greenbriar Drive, and USAF/AETC-KEE-9-12-004 Tally Ho Circle and attached hereto as Exhibits A, B, C, and D commencing on 1 April 2017 and ending 31 March 2042.

In Witness Whereof, I have hereunto set my hand, by authority of the Secretary of the Air Force, this ____ day of _____, 2017.

UNITED STATES OF AMERICA,
By authority of the Secretary of the Air Force


ROBERT E. MORIARTY, P.E., SES, DAF
Director, Installations Directorate

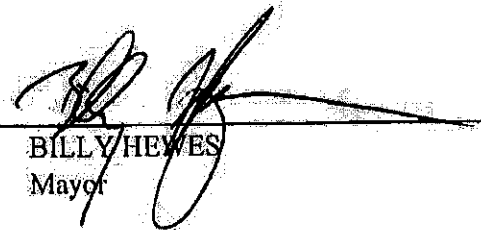
USAF/AETC-KEE-9-12-003 Cambridge Avenue
USAF/AETC-KEE-9-12-002 Champlin Circle
USAF/AETC-KEE-9-12-005 Greenbriar Drive
USAF/AETC-KEE-9-12-004 Tally Ho Circle

ACCEPTANCE

The Grantee acknowledges delivery of these to Cross United States Government Easements agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservation contained within them and attached hereto as Exhibits A, B, C, and D.

DATE: 11-1, 2017

GRANTEE
City of Gulfport

By: 

BILLY HEWES
Mayor

Attest:



DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND

CONSENT TO CROSS US GOVERNMENT EASEMENT
UNDER THE JURISDICTION AND CONTROL OF

Keesler Air Force Base

No _____

KNOW ALL MEN BY THESE PRESENTS:

1. GRANTING CLAUSE

That the AIR FORCE by virtue of the authority contained in 10 USC 2668 hereby grants consent to cross a Government owned easement to City of Gulfport whose address is 4050 Hewes Avenue Gulfport, MS 39507-3903 hereinafter designated as grantee(s), to construct, use, maintain and control, and repair a 8" C900 water main at Cambridge Avenue in Gulfport, MS, in order to improve the water pressure in the area.

hereinafter referred to as "structure", on, across, over, and/or under the lands of the United States as described in Exhibit(s) A and depicted in red on Exhibit(s) B, both by this reference made a part hereof. Total acreage contained in this grant is approximately 0.041 acre(s).

This consent is granted subject to the following conditions:

2. TERM

This consent is granted for a period of 5 years, beginning 01 April 2012 and ending 31 March 2017.

3. DISCLAIMER

3.1. That it is understood that this consent is effective only insofar as the property rights of the United States in the land to be occupied are concerned, and that it does not relieve the grantee from the necessity of obtaining grants from the owners of the fee and/or other interests.

3.2. That the proposed construction authorized herein shall not be commenced until appropriate rights shall have been obtained by the grantee from the record owners and encumbrances of the fee title to the lands involved.

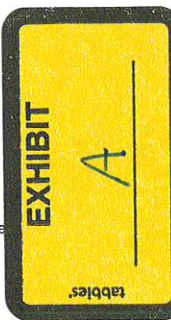
3.3. That this consent is effective only as to the following rights of the United States in the lands hereinabove described.

4. SUPERVISION

That the exercise of the privileges hereby consented to shall be without cost or expense to the Department of the Air Force, under the general supervision and subject to the approval of the Installation Commander, Keesler AFB, hereinafter referred to as "said officer", and subject to such regulations as may be prescribed by the said officer, from time to time, including, but not limited to, the specific conditions, requirements, and specifications.

5. AUTHORIZED REPRESENTATIVES

Any references to the Secretary of the Air Force or Installation Commander shall extend to their duly appointed successors and authorized representatives.



6. INSPECTION AND REPAIRS

That the grantee shall supervise and maintain the said structure and cause it to be inspected at reasonable intervals, and shall immediately repair any damage found therein as a result of such inspection, or when requested by said officer to repair defects. Upon completion of the installation of said structure or the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of said officer.

7. PROTECTION OF GOVERNMENT PROPERTY

That any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer, or in lieu of such repair or replacement, the grantee shall, if so required by the said officer and at his/her option, pay to the United States money in the amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of Government property.

8. INDEMNITY

That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the grantee or for damages to the property or injuries to the person of the grantee, or the persons of grantee's officer, agents, servants, employees, or others who may be on said premises at their invitation or the invitation of any one of them arising from governmental activities on or in the vicinity of the said premises, and the grantee shall hold the United States harmless from any and all such claims.

9. LIABILITY

That the United States shall in no case be liable for any damage or injury to the construction herein authorized which may be caused by any action of the Government, under the rights obtained in its easements, either hidden or known, or that may result from future operations undertaken by the Government, and no claim or right to compensation shall accrue from such damage or injury, and if further operations of the United States require the alteration or removal of the structure herein authorized, the grantee shall, upon due notice from the said officer, alter or remove said structure without expense to the Government and subject to the supervision and approval of the said officer and no claim for damages shall be made against the United States on account of such alterations or removal.

10. RESTRICTIONS

That construction and/or operation, maintenance, and use of said structure incident to the exercise of the privileges hereby granted shall be in such a manner as not to conflict with the rights of the Government, not to interfere with the operations by the Government under such rights, nor to endanger lives and safety of the public.

11. TERMINATION

That this consent may be terminated by the Secretary of the Air Force upon reasonable notice to the grantee if the Secretary of the Air Force shall determine that installation to which consent is hereby granted interferes with the use of said land or any part thereof by the United States, and this consent may be annulled and forfeited by the declaration of the Secretary of the Air Force for failure to comply with any and all of the provisions and conditions of this consent, or for nonuse for a period of two (2) years, or for abandonment.

12. RESTORATION

That upon the relinquishment, termination, revocation, forfeiture, or annulment of the consent herein granted, the grantee shall vacate the premises, remove all property of the grantee therefrom, and restore the premises to a condition satisfactory to the said officer. If the grantee shall fail or neglect to remove said property and to restore the premises, then, at the option of the Secretary of the Air Force, the said property

shall either become the property of the United States without compensation therefor, or the Secretary of the Air Force may cause it to be removed and the premises to be so restored at the expense of the grantee, and no claim for damages against the United States, or its officers or agents, shall be created by or made on account of such removal and restoration.

13. TRANSFERS AND ASSIGNMENTS

That the terms and conditions of this consent shall extend to and be binding upon the heirs, successors and assigns of the grantee.

14. APPLICABLE LAWS AND REGULATIONS

That the grantee within the limits of his respective legal powers shall comply with all Federal, interstate, state, and/or local governmental regulations, conditions, or instructions for the protection of the environment and all other matters as they relate to real property interests granted herein.

15. HISTORIC PRESERVATION

That the grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify the said officer and the site shall be protected by the grantee from further disturbance until a professional examination of them can be made or until clearance to proceed is authorized.

16. ENVIRONMENTAL PROTECTION

16.1. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The grantee shall promptly comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency or any federal, state, interstate, or local government agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any federal, state, interstate, or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

16.2. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable federal, state, and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

16.3. The grantee will use all reasonable means to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

16.4. The grantee shall reimburse the Air Force for any remediation undertaken to clean up releases by the grantee and for any civil or criminal fines or penalties for any environmental infraction caused by the grantee or resulting from the activities of the grantee.

17. ENVIRONMENTAL BASELINE SURVEY

17.1. That as of the commencement date of this easement, an Environmental Baseline Survey (EBS) documenting the known history of the property with regard to the storage, release, or disposal of hazardous substances thereon shall be attached hereto and become a part hereof, as fully as if originally incorporated herein. Upon expiration, revocation, or termination of this easement, another EBS shall be prepared which will document the condition of the property at that time. A comparison of the two EBS documents will assist said officer in determining any environmental restoration requirements. Any such requirements will be completed by the grantee in accordance with Condition 12, RESTORATION.

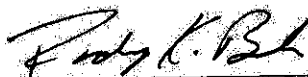
~~17.2. If deemed appropriate by the Government, an EBS waiver, prepared in accordance with all applicable regulations, may be substituted in place of the EBS and attached hereto. Preparation of an EBS waiver does not preclude the Government from requiring an EBS at a future time, in its sole and absolute discretion.~~

That prior to the execution of this consent to easement, conditions were revised, added and/or deleted in the following manner:

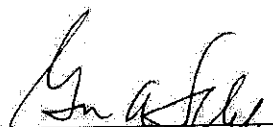
Paragraph 17.2 deleted in its entirety.

This consent to easement is not subject to 10 USC 2662.

IN WITNESS WHEREOF, I have hereunto set my hand, by authority of the Secretary of the Air Force this 6th day of April, 2012.

By 
Name RODNEY K. BERK, Colonel, USAF
Commander
81st Mission Support Group
Title _____

The above consent to easement is hereby accepted this 18th day of April, 2012.

By 
Name George Schaefer
Mayor
Title _____

DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND

CONSENT TO CROSS US GOVERNMENT EASEMENT
UNDER THE JURISDICTION AND CONTROL OF

Keesler Air Force Base

No _____

KNOW ALL MEN BY THESE PRESENTS:

1. GRANTING CLAUSE

That the AIR FORCE by virtue of the authority contained in 10 USC 2668 hereby grants consent to cross a Government owned easement to City of Gulfport whose address is 4050 Hewes Avenue Gulfport, MS 39507-3903 hereinafter designated as grantee(s), to construct, use, maintain and control, and repair a 8" C900 water main at Greenbriar Drive in Gulfport, MS to improve the water pressure in the area.

hereinafter referred to as "structure", on, across, over, and/or under the lands of the United States as described in Exhibit(s) A and depicted in red on Exhibit(s) B, both by this reference made a part hereof. Total acreage contained in this grant is approximately 0.040 acre(s).

This consent is granted subject to the following conditions:

2. TERM

This consent is granted for a period of 5 years, beginning 01 April 2012 and ending 31 March 2017.

3. DISCLAIMER

3.1. That it is understood that this consent is effective only insofar as the property rights of the United States in the land to be occupied are concerned, and that it does not relieve the grantee from the necessity of obtaining grants from the owners of the fee and/or other interests.

3.2. That the proposed construction authorized herein shall not be commenced until appropriate rights shall have been obtained by the grantee from the record owners and encumbrances of the fee title to the lands involved.

3.3. That this consent is effective only as to the following rights of the United States in the lands hereinabove described.

4. SUPERVISION

That the exercise of the privileges hereby consented to shall be without cost or expense to the Department of the Air Force, under the general supervision and subject to the approval of the Installation Commander, Keesler AFB, hereinafter referred to as "said officer", and subject to such regulations as may be prescribed by the said officer, from time to time, including, but not limited to, the specific conditions, requirements, and specifications.

5. AUTHORIZED REPRESENTATIVES

Any references to the Secretary of the Air Force or Installation Commander shall extend to their duly appointed successors and authorized representatives.



6. INSPECTION AND REPAIRS

That the grantee shall supervise and maintain the said structure and cause it to be inspected at reasonable intervals, and shall immediately repair any damage found therein as a result of such inspection, or when requested by said officer to repair defects. Upon completion of the installation of said structure or the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of said officer.

7. PROTECTION OF GOVERNMENT PROPERTY

That any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer, or in lieu of such repair or replacement, the grantee shall, if so required by the said officer and at his/her option, pay to the United States money in the amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of Government property.

8. INDEMNITY

That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the grantee or for damages to the property or injuries to the person of the grantee, or the persons of grantee's officer, agents, servants, employees, or others who may be on said premises at their invitation or the invitation of any one of them arising from governmental activities on or in the vicinity of the said premises, and the grantee shall hold the United States harmless from any and all such claims.

9. LIABILITY

That the United States shall in no case be liable for any damage or injury to the construction herein authorized which may be caused by any action of the Government, under the rights obtained in its easements, either hidden or known, or that may result from future operations undertaken by the Government, and no claim or right to compensation shall accrue from such damage or injury, and if further operations of the United States require the alteration or removal of the structure herein authorized, the grantee shall, upon due notice from the said officer, alter or remove said structure without expense to the Government and subject to the supervision and approval of the said officer and no claim for damages shall be made against the United States on account of such alterations or removal.

10. RESTRICTIONS

That construction and/or operation, maintenance, and use of said structure incident to the exercise of the privileges hereby granted shall be in such a manner as not to conflict with the rights of the Government, not to interfere with the operations by the Government under such rights, nor to endanger lives and safety of the public.

11. TERMINATION

That this consent may be terminated by the Secretary of the Air Force upon reasonable notice to the grantee if the Secretary of the Air Force shall determine that installation to which consent is hereby granted interferes with the use of said land or any part thereof by the United States, and this consent may be annulled and forfeited by the declaration of the Secretary of the Air Force for failure to comply with any and all of the provisions and conditions of this consent, or for nonuse for a period of two (2) years, or for abandonment.

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16.2. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable federal, state, and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

16.3. The grantee will use all reasonable means to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

16.4. The grantee shall reimburse the Air Force for any remediation undertaken to clean up releases by the grantee and for any civil or criminal fines or penalties for any environmental infraction caused by the grantee or resulting from the activities of the grantee.

17. ENVIRONMENTAL BASELINE SURVEY

17.1. That as of the commencement date of this easement, an Environmental Baseline Survey (EBS) documenting the known history of the property with regard to the storage, release, or disposal of hazardous substances thereon shall be attached hereto and become a part hereof, as fully as if originally incorporated herein. Upon expiration, revocation, or termination of this easement, another EBS shall be prepared which will document the condition of the property at that time. A comparison of the two EBS documents will assist said officer in determining any environmental restoration requirements. Any such requirements will be completed by the grantee in accordance with Condition 12, RESTORATION.

~~17.2. If deemed appropriate by the Government, an EBS waiver, prepared in accordance with all applicable regulations, may be substituted in place of the EBS and attached hereto. Preparation of an EBS waiver does not preclude the Government from requiring an EBS at a future time, in its sole and absolute discretion.~~

That prior to the execution of this consent to easement, conditions were revised, added and/or deleted in the following manner:

Paragraph 17.2 deleted in its entirety.

This consent to easement is not subject to 10 USC 2662.

IN WITNESS WHEREOF, I have hereunto set my hand, by authority of the Secretary of the Air Force this
day of April, 2012.

By

Rodney K. Berk
Name **RODNEY K. BERK, Colonel, USAF**
Commander
81st Mission Support Group

Title

The above consent to easement is hereby accepted this 18th day of April, 2012.

By

George Schwegel
Name **George Schwegel**

Mayor
Title

DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND

CONSENT TO CROSS US GOVERNMENT EASEMENT
UNDER THE JURISDICTION AND CONTROL OF

Keesler Air Force Base

No _____

KNOW ALL MEN BY THESE PRESENTS:

1. GRANTING CLAUSE

That the AIR FORCE by virtue of the authority contained in 10 USC 2668 hereby grants consent to cross a Government owned easement to City of Gulfport whose address is 4050 Hewes Avenue Gulfport, MS 39507-3903 hereinafter designated as grantee(s), to construct, use, maintain and control, and repair a 8" C900 water main at Champlin Circle in Gulfport, MS to improve the water pressure in the area.

hereinafter referred to as "structure", on, across, over, and/or under the lands of the United States as described in Exhibit(s) A and depicted in red on Exhibit(s) B, both by this reference made a part hereof. Total acreage contained in this grant is approximately 0.035 acre(s).

This consent is granted subject to the following conditions:

2. TERM

This consent is granted for a period of 5 years, beginning 01 April 2012 and ending 31 March 2017.

3. DISCLAIMER

3.1. That it is understood that this consent is effective only insofar as the property rights of the United States in the land to be occupied are concerned, and that it does not relieve the grantee from the necessity of obtaining grants from the owners of the fee and/or other interests.

3.2. That the proposed construction authorized herein shall not be commenced until appropriate rights shall have been obtained by the grantee from the record owners and encumbrances of the fee title to the lands involved.

3.3. That this consent is effective only as to the following rights of the United States in the lands hereinabove described.

4. SUPERVISION

That the exercise of the privileges hereby consented to shall be without cost or expense to the Department of the Air Force, under the general supervision and subject to the approval of the Installation Commander, Keesler AFB, hereinafter referred to as "said officer", and subject to such regulations as may be prescribed by the said officer, from time to time, including, but not limited to, the specific conditions, requirements, and specifications.

5. AUTHORIZED REPRESENTATIVES

Any references to the Secretary of the Air Force or Installation Commander shall extend to their duly appointed successors and authorized representatives.



6. INSPECTION AND REPAIRS

That the grantee shall supervise and maintain the said structure and cause it to be inspected at reasonable intervals, and shall immediately repair any damage found therein as a result of such inspection, or when requested by said officer to repair defects. Upon completion of the installation of said structure or the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of said officer.

7. PROTECTION OF GOVERNMENT PROPERTY

That any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer, or in lieu of such repair or replacement, the grantee shall, if so required by the said officer and at his/her option, pay to the United States money in the amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of Government property.

8. INDEMNITY

That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the grantee or for damages to the property or injuries to the person of the grantee, or the persons of grantee's officer, agents, servants, employees, or others who may be on said premises at their invitation or the invitation of any one of them arising from governmental activities on or in the vicinity of the said premises, and the grantee shall hold the United States harmless from any and all such claims.

9. LIABILITY

That the United States shall in no case be liable for any damage or injury to the construction herein authorized which may be caused by any action of the Government, under the rights obtained in its easements, either hidden or known, or that may result from future operations undertaken by the Government, and no claim or right to compensation shall accrue from such damage or injury, and if further operations of the United States require the alteration or removal of the structure herein authorized, the grantee shall, upon due notice from the said officer, alter or remove said structure without expense to the Government and subject to the supervision and approval of the said officer and no claim for damages shall be made against the United States on account of such alterations or removal.

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11. TERMINATION

That this consent may be terminated by the Secretary of the Air Force upon reasonable notice to the grantee if the Secretary of the Air Force shall determine that installation to which consent is hereby granted interferes with the use of said land or any part thereof by the United States, and this consent may be annulled and forfeited by the declaration of the Secretary of the Air Force for failure to comply with any and all of the provisions and conditions of this consent, or for nonuse for a period of two (2) years, or for abandonment.

12. RESTORATION

That upon the relinquishment, termination, revocation, forfeiture, or annulment of the consent herein granted, the grantee shall vacate the premises, remove all property of the grantee therefrom, and restore the premises to a condition satisfactory to the said officer. If the grantee shall fail or neglect to remove said property and to restore the premises, then, at the option of the Secretary of the Air Force, the said property

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17.1. That as of the commencement date of this easement, an Environmental Baseline Survey (EBS) documenting the known history of the property with regard to the storage, release, or disposal of hazardous substances thereon shall be attached hereto and become a part hereof, as fully as if originally incorporated herein. Upon expiration, revocation, or termination of this easement, another EBS shall be prepared which will document the condition of the property at that time. A comparison of the two EBS documents will assist said officer in determining any environmental restoration requirements. Any such requirements will be completed by the grantee in accordance with Condition 12, RESTORATION.

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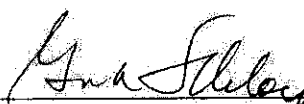
Paragraph 17.2 deleted in its entirety.

This consent to easement is not subject to 10 USC 2662.

IN WITNESS WHEREOF, I have hereunto set my hand, by authority of the Secretary of the Air Force this 6th day of April, 2012.

By 
Name RODNEY K. BERK, Colonel, USAF
Commander
81st Mission Support Group
Title _____

The above consent to easement is hereby accepted this 18th day of April, 2012.

By 
Name George Schloegel
Mayor
Title _____

DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND

CONSENT TO CROSS US GOVERNMENT EASEMENT
UNDER THE JURISDICTION AND CONTROL OF

Keesler Air Force Base

No _____

KNOW ALL MEN BY THESE PRESENTS:

1. GRANTING CLAUSE

That the AIR FORCE by virtue of the authority contained in 10 USC 2668 hereby grants consent to cross a Government owned easement to City of Gulfport whose address is 4050 Hewes Avenue Gulfport, MS 39507-3903 hereinafter designated as grantee(s), to construct, use, maintain and control, and repair a 8" C900 water main at Tally Ho Circle in Gulfport, MS to improve the water pressure in the area.

hereinafter referred to as "structure", on, across, over, and/or under the lands of the United States as described in Exhibit(s) A and depicted in red on Exhibit(s) B, both by this reference made a part hereof. Total acreage contained in this grant is approximately 0.042 acre(s).

This consent is granted subject to the following conditions:

2. TERM

This consent is granted for a period of 5 years, beginning 01 April 2012 and ending 31 Mar 2017.

3. DISCLAIMER

3.1. That it is understood that this consent is effective only insofar as the property rights of the United States in the land to be occupied are concerned, and that it does not relieve the grantee from the necessity of obtaining grants from the owners of the fee and/or other interests.

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6. INSPECTION AND REPAIRS

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That the United States shall in no case be liable for any damage or injury to the construction herein authorized which may be caused by any action of the Government, under the rights obtained in its easements, either hidden or known, or that may result from future operations undertaken by the Government, and no claim or right to compensation shall accrue from such damage or injury, and if further operations of the United States require the alteration or removal of the structure herein authorized, the grantee shall, upon due notice from the said officer, alter or remove said structure without expense to the Government and subject to the supervision and approval of the said officer and no claim for damages shall be made against the United States on account of such alterations or removal.

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That this consent may be terminated by the Secretary of the Air Force upon reasonable notice to the grantee if the Secretary of the Air Force shall determine that installation to which consent is hereby granted interferes with the use of said land or any part thereof by the United States, and this consent may be annulled and forfeited by the declaration of the Secretary of the Air Force for failure to comply with any and all of the provisions and conditions of this consent, or for nonuse for a period of two (2) years, or for abandonment.

12. RESTORATION

That upon the relinquishment, termination, revocation, forfeiture, or annulment of the consent herein granted, the grantee shall vacate the premises, remove all property of the grantee therefrom, and restore the premises to a condition satisfactory to the said officer. If the grantee shall fail or neglect to remove said property and to restore the premises, then, at the option of the Secretary of the Air Force, the said property

shall either become the property of the United States without compensation therefor, or the Secretary of the Air Force may cause it to be removed and the premises to be so restored at the expense of the grantee, and no claim for damages against the United States, or its officers or agents, shall be created by or made on account of such removal and restoration.

13. TRANSFERS AND ASSIGNMENTS

That the terms and conditions of this consent shall extend to and be binding upon the heirs, successors and assigns of the grantee.

14. APPLICABLE LAWS AND REGULATIONS

That the grantee within the limits of his respective legal powers shall comply with all Federal, interstate, state, and/or local governmental regulations, conditions, or instructions for the protection of the environment and all other matters as they relate to real property interests granted herein.

15. HISTORIC PRESERVATION

That the grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify the said officer and the site shall be protected by the grantee from further disturbance until a professional examination of them can be made or until clearance to proceed is authorized.

16. ENVIRONMENTAL PROTECTION

16.1. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The grantee shall promptly comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency or any federal, state, interstate, or local government agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any federal, state, interstate, or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

16.2. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable federal, state, and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

16.3. The grantee will use all reasonable means to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

16.4. The grantee shall reimburse the Air Force for any remediation undertaken to clean up releases by the grantee and for any civil or criminal fines or penalties for any environmental infraction caused by the grantee or resulting from the activities of the grantee.

17. ENVIRONMENTAL BASELINE SURVEY

17.1. That as of the commencement date of this easement, an Environmental Baseline Survey (EBS) documenting the known history of the property with regard to the storage, release, or disposal of hazardous substances thereon shall be attached hereto and become a part hereof, as fully as if originally incorporated herein. Upon expiration, revocation, or termination of this easement, another EBS shall be prepared which will document the condition of the property at that time. A comparison of the two EBS documents will assist said officer in determining any environmental restoration requirements. Any such requirements will be completed by the grantee in accordance with Condition 12, RESTORATION.

~~17.2. If deemed appropriate by the Government, an EBS waiver, prepared in accordance with all applicable regulations, may be substituted in place of the EBS and attached hereto. Preparation of an EBS waiver does not preclude the Government from requiring an EBS at a future time, in its sole and absolute discretion.~~

That prior to the execution of this consent to easement, conditions were revised, added and/or deleted in the following manner:

Paragraph 17.2 deleted in its entirety.

This consent to easement is not subject to 10 USC 2662.

IN WITNESS WHEREOF, I have hereunto set my hand, by authority of the Secretary of the Air Force this 6th day of April, 2012.

By [Signature]
Name RODNEY K. BERK, Colonel, USAF
Commander
81st Mission Support Group
Title _____

The above consent to easement is hereby accepted this 18th day of April, 2012.

By [Signature]
Name George Seaver
Mayor
Title _____



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Engineering

Date: 01/29/2018

Subject: Ratification - acknowledgement and acceptance of amended contract with MS Engineering Group, LLC for CE&I services related to Dedeaux Road Widening Project - to be made a part of the minutes.

Recommendation:

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7001
FAX (601) 359-7110
GoMDOT.com



RECEIVED
8/16/17
James A. Williams, III
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

August 16, 2017

City of Gulfport
Billy Hewes, Mayor
2309 15th Street
Gulfport, MS 39501

RE: Construction Engineering and Inspection Contract Review
STPD-9370-00(004)LPA/ 104866-801000
City of Gulfport – Dedeaux Road Widening Project
Harrison County

Dear Mayor Billy Hewes,

The Consultant Services Unit has reviewed the Construction Engineering & Inspection (CE&I) Services Contract for the above referenced project.

Attached please find two (2) signed originals of the CE&I Services Contract with **Mississippi Engineering Group, LLC** (the Consultant) for an upset cost limit of **\$494,559.36** on the above referenced project. We have verified that the correct boiler-plate contract has been used.

The LPA may execute the CE&I contract with the Consultant when appropriate. Please request that the LPA send one (1) copy of the fully executed contract, Notice to Proceed (NTP) and the LPA's "Exhibit 1" to the LPA Division (Attention: Necole Baker), the MDOT District LPA Coordinator, and Consultant Services Unit (Attention: Scot Ehr Gott).

As a brief explanation of the Labor Hour (CE&I) contract process, understand all Rates and Classifications established in the contract **MUST** match the invoices billed for the project. This will also include names if listed in the Contract. Please be sure to send your Exhibit 3, Fee Proposal Billing Rate Table, and the Fee Proposal Hour Distribution/Labor Cost Sheet to your accounting department. If additional personnel are needed after the Contract has been executed, the Consultant **MUST** have approval by the LPA and MDOT prior to proceeding.

Construction Engineering and Inspection Contract Review
Project Number: 104866-801000
August 16, 2017

As a reminder, any supplemental agreements must be forwarded to the MDOT for concurrence prior to being executed and any work conducted under this Contract on non-participating items cannot be reimbursed.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read 'SE', followed by a long horizontal line extending to the right.

Scot Ehrgott, P.E.
MDOT Director of Consultant Services

SE/sh
Attachments

Cc: 77-01 LPA Division

P.Morgan/Baker

10/23
RECEIVED

MSEG Consulting Engineers

MISSISSIPPI ENGINEERING GROUP, INC.
143-A LeFleurs Square
Jackson, Mississippi 39211

Phone (601) 355-9518

Fax (601) 352-3945

October 19, 2017

Sherry Beavers
Executive Secretary
4050 Hewes Avenue
Gulfport, MS 39507

RE: Construction Engineering & Inspection Services Contract
Dedaux Road Widening Phase I
Three Rivers Road to Dede Drive
Project No. STPD-9370-00(004)/104866-80100
Harrison County

Dear Ms. Beavers,

Enclosed is a copy of the revised contract. The contract shows Mississippi Engineering Group, LLC and it should be "INC." Mr. Furr has initialed and dated next to all of the corrected areas. Please give me a call if you have any questions.

Sincerely,

Charna Mosely
Administrative Assistant

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

**Dedeaux Road Widening Phase I
Three Rivers Road To Dede Drive
Project No. STPD-9370-00(004)/104866-801000
Harrison County**

THIS CONTRACT, is made and entered into by and between the **City of Gulfport**, a body Politic of the State of Mississippi (the "LPA"), and, **Mississippi Engineering Group, LLC**, (the "CONSULTANT"), a **LLC** duly registered to do business in the State of Mississippi, whose address for mailing is **143-A LeFleurs Square, Jackson, MS 39211**, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction **Engineering** services for **Dedeaux Road Widening Phase I From Three Rivers Road to Dede Drive**, hereinafter called the "PROJECT"; and,

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

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

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

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

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

ARTICLE I. GENERAL RECITALS

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

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

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

ARTICLE II. SCOPE OF WORK

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

ARTICLE III. CONTRACT TERM

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

The construction **Engineering** services of the CONSULTANT under this contract shall start with the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA**, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction **Engineering** services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

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

ARTICLE IV. TIME OF PERFORMANCE

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

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or

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

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

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

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

B. Monthly Billing

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

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

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

C. Record Retention

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

D. Retainage

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

ARTICLE VII. FINAL PAYMENT

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

ARTICLE VIII. REVIEW OF WORK

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

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

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

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

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

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

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

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

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

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

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

ARTICLE X. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

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

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

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

ARTICLE XIII. MODIFICATION

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

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

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

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

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XVI. PUBLICATION AND PUBLICITY

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

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

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

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

ARTICLE XVII. CONTRACT DISPUTES

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

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

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

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

ARTICLE XIX. WAIVER

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

ARTICLE XX. SEVERABILITY

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

ARTICLE XXI. ENTIRE AGREEMENT

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

ARTICLE XXII. CONFLICT OF INTEREST

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

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

ARTICLE XXIII. AVAILABILITY OF FUNDS

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

ARTICLE XXIV. STOP WORK ORDER

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

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

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

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

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

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

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

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

CITY OF GULFPORT:

For Contractual Matters:
Mayor Billy Hewes
2309 15th Street
Gulfport, MS 39501
Telephone: 228.868.5700
Facsimile: 228.868.5800
Email: mayorsoffice@gulfport-ms.gov

For Technical Matters:
Robert K. Riemann, P.E.
4050 Hewes Avenue
Gulfport, MS 39507
Telephone: 228.868.5740
Facsimile: 228.868.5822
Email: kriemann@gulfport-ms.gov

MISSISSIPPI ENGINEERING GROUP, LLC:

For Contractual Matters:
Carl Ray Furr, P.E.
2001 Airport Road, Suite 201
Flowood, MS 39232
Telephone: 601.956.3663
Facsimile: 601.956.7817
Email: cfurr@pickeringfirm.com

*Inc.
OK
10-15-17*

For Technical Matters:
Joe Waggoner, P.E.
143-A LeFleurs Square
Jackson, MS 39211
Telephone: 601.355.9526
Facsimile: 601.352.3945
Email: joe.waggoner@waggonereng.com

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

P.E. #04001

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

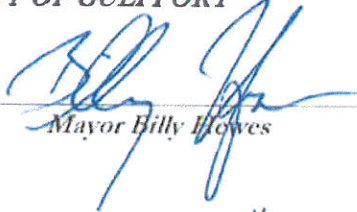
P.E. #06919

ARTICLE XXVI. AUTHORIZATION

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

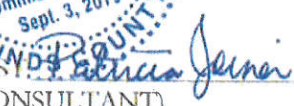
WITNESS this my signature in execution hereof, this the 1st day of September, 2017.

CITY OF GULFPORT


Mayor Billy Howes

WITNESS this my signature in execution hereof, this the 14th day of July, 2017.



ATTEST 
(for CONSULTANT)

MISSISSIPPI ENGINEERING GROUP, LLC.


Carl Ray Furr

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

LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

{{{{Attach a copy of authority to execute contracts on behalf of the CONSULTANT here}}}}

UNANIMOUS CONSENT TO ACTION
BY THE DIRECTORS
OF THE
MISSISSIPPI ENGINEERING GROUP, INC.

The undersigned, being all the Directors of the Mississippi Engineering Group, Inc., a Delaware corporation (the "Corporation"), do hereby, pursuant to the General Corporation Law of the State of Delaware, consent to the following resolutions adopted in the name of and on behalf of the Corporation, without the necessity of a formal meeting of the Directors of the Corporation, and in lieu thereof.

WHEREAS, the Corporation desires to authorize its officers to sign and deliver to clients and customers agreements for the performance of work by and on behalf of the Corporation, without further action or ratification by the Board of Directors; and

WHEREAS, the Directors of the Corporation believe it is in the best interests of the Corporation to grant such authority to the officers of the Corporation;

NOW, THEREFORE, BE IT RESOLVED,

1. Each of the following officers of the Corporation shall be, and hereby is, authorized to execute and enter into contracts on behalf of the Corporation for the performance of any and all engineering, surveying, or other work of a type routinely performed by the Corporation:

Joe A. Waggoner – President
Carl Ray Furr – Chairman of the Board

2. Each of the authorized officers of the Corporation shall be, and hereby is, authorized and directed to execute on behalf of the Corporation any documents and to take such actions as he may deem necessary or advisable in furtherance of the resolutions adopted hereby, the execution or taking thereof by an authorized officer of the Corporation to be conclusive evidence of approval and authorization of each of such documents and each of such actions by the Corporation.
3. All actions heretofore taken by the Corporation in furtherance of the resolutions adopted hereby shall be, and hereby, ratified, affirmed and approved in all respects.
4. This Unanimous Consent to Action shall serve in lieu of a meeting of the board of Directors of the Corporation.

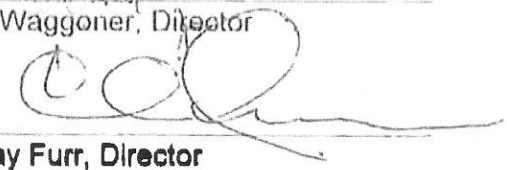
The undersigned, being all the Directors of the Mississippi Engineering Group, Inc., do hereby waive any notice of the time, place and purposes of a meeting of the Directors of the Corporation which may have otherwise been required by the General Corporation Law of the State of Delaware to transact the business described above and

do hereby ratify, approve and affirm all actions which are noted in the foregoing and the resolutions adopted herein, this Unanimous Consent to Action having been executed on the date(s) indicated below. The Secretary of the Corporation shall be, and hereby is, authorized and directed to file this Unanimous Consent in the Minute Book of the Corporation.

Date: 7/18/17


Joe A. Waggoner, Director

Date: 7/19/2017


Carl Ray Furr, Director

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the 23rd day of May, 2017, the following Resolution:

1079-17
Inc. CRF

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE CONTRACT AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES WITH MISSISSIPPI ENGINEERING GROUP, LLC, FOR SERVICES IN CONNECTION WITH THE DEDEAUX ROAD FROM THREE RIVERS ROAD TO DEDE DRIVE PROJECT, AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the City has undertaken a project to widen Dedeaux Road from two (2) lanes to four (4) lanes from the intersection of Three Rivers Road eastward to DeDe Drive; and

WHEREAS, after review by and recommendation from a Selection Committee, the City desires to utilize the services of Mississippi Engineering Group, LLC, to provide services to include consulting engineering services for the construction contract, engineering administration of construction, survey work, maintain daily activity records with quantities of work completed and other services required for the successful completion of the project; and

Inc. 1079-17
CRF

WHEREAS, the Engineering Department has provided a proposed Construction Engineering and Inspection Services Contract between the City of Gulfport and Mississippi Engineering Group, LLC, with the recommendation which, along with information concerning the recommendation of the Selection Committee, is attached hereto as Exhibit "A" and which sets forth and establishes the terms of the agreement with Mississippi Engineering Group, LLC, with the recommendation by Kris Riemann, City Engineer, that approval of same be contingent on the approval of the Mississippi Department of Transportation.

10-19-17 Inc. CRF
Inc. CRF 1079-17

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the proposed Construction Engineering and Inspection Services Contract between the City of Gulfport and Mississippi Engineering Group, ~~LLC~~, ^{*Inc*} for the Dedeaux Road from Three Rivers Road to DeDe Drive be and it is hereby approved, contingent on approval of the Mississippi Department of Transportation, in substantially the same form as attached hereto as Exhibit "A" and the Mayor is, hereby, authorized and empowered to sign and execute the same on behalf of the City of Gulfport. *10-19-17*

SECTION 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember Flowers, seconded by Councilmember Sharp, and was adopted by the following roll call vote:

AYES

Casey

Holmes-Hines

Walker

Sharp

Flowers

NAYS

None

ABSENT

Dombrowski

Pucheu

WHEREUPON, the President declared the motion carried and the Resolution adopted this the 23rd day of May, 2017.

Resolution – approving Agreement with MSEG for services related to Dedeaux Road Project – 5/23/17



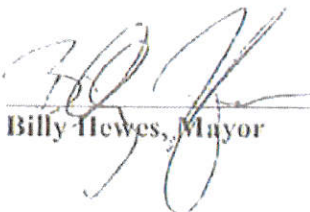

Ronda S. Cole, Clerk of Council

ADOPTED:


F.B. "Rusty" Walker, IV, President

The above and foregoing Ordinance was submitted to and approved by the Mayor, this
the 24th day of May, 2017.

APPROVED:


Billy Hewes, Mayor



City of Gulfport, Mississippi

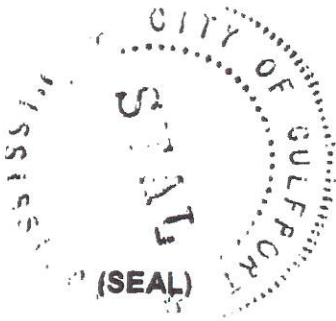
2309 15th Street
Gulfport, Ms. 39501

Official Certification

I, Ronda S. Cole, duly appointed and qualified Deputy City Clerk of the City of Gulfport, MS; do hereby certify that the foregoing is a true and correct copy of:

Resolution - approving contract Agreement for Construction Engineering and Inspection Services with Mississippi Engineering Group, LLC, for services related to Dedeaux Road Improvement Project - Phase I, Three Rivers Road to Dede Drive and authorizing the Mayor to execute the same; as approved from the meeting of the Mayor and City Council held on the 23rd day of May, 2017. As such is under my custody and care.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Gulfport, Mississippi, this 14th day of July, 2017.



Ronda S. Cole

Ronda S. Cole
Deputy City Clerk

7/14/17

Date

EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of Transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

ENGINEERING ADMINISTRATION:

The **Engineering** administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:

Construction **Engineering** services shall consist of all **Engineering** work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project **Engineer** and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.

B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The **Engineer's** daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

C. **Susurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of

CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project **Engineer** are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT Engineer.

The CONSULTANT shall furnish a resident Project **Engineer**, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project **Engineer** and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project **Engineer** are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project **Engineer's** dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project **Engineer** dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project **Engineer** shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project **Engineer**:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S

liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

- b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.
- D. Shop Drawings and Samples:
 - a. Record the date of receipt of Shop Drawings and samples.
 - b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the LPA of availability of samples for examination.
 - c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.
- E. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.
- F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.
- G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.
- H. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders,

Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

- b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
- d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.

- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project Engineer:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of **\$494,559.36** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, or other items as deemed necessary.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).** The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (e.g. no meal reimbursement when there is no overnight stay).

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not exceed the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Table 1: PFI Rate Schedule for Labor Hours

PERSONAL NAME	LABOR CLASSIFICATION	2017 LOADED RATE	2018 LOADED RATE
Rick Ferguson, P.E.	Project Manager	\$168.72	\$177.15
Jeff Green, P.E.	Senior Construction Engineer	\$149.88	\$157.37
Matt Warkentin, P.E.	Senior Engineer	\$127.15	\$133.49
Fred Tyner, P.E.	Engineer	\$109.86	\$115.36
	Inspector	\$91.82	\$96.42
	Inspector (Overtime)	\$106.59	\$111.93

Table 2: WEI Rate Schedule for Labor Hours

PERSONAL NAME	LABOR CLASSIFICATION	2017 LOADED RATE	2018 LOADED RATE
Anthony Brister	Principal	\$243.48	\$244.02
Charna Mosely	Project Manager	\$101.25	\$104.29
James Price	Senior Project Engineer	\$121.74	\$125.39
Matthew Hosey	Project Engineer	\$100.23	\$103.24
Steve McMahan, P.E.	Construction Engineer	\$145.00	\$149.32
	Construction Representative II	\$106.07	\$109.25
	Engineering Assistant II	\$79.27	\$81.63
	Construction Representative II (Overtime)	\$121.78	\$125.43

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed \$494,559.36 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
\$409,336.06	\$6,995.00	\$78,268.29	\$494,559.36

EXHIBIT 4

SAMPLE INVOICE [Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000
PERIOD , 20 THROUGH , 20
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED , 20 , AS RELATES TO
PROJECT NO. - - - IN COUNTY, HIGHWAY .

CONSULTANT:

CUSTOMER NUMBER 0000000000 FILE NO. 000-000000

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
* LABOR COSTS	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>
Project Total			0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
- (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-1111, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 14th day of July, 2017.

MISSISSIPPI ENGINEERING GROUP, LLC

BY: _____

Carl Ray Furr

ATTN: _____

My

Commission Expires:

PATRICIA JOINER

Commission Expires
Sept. 3, 2019

HINDS COUNTY

Patricia Joiner

Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED this 1st day of September, 2017.

CITY OF GULFPORT

BY: _____

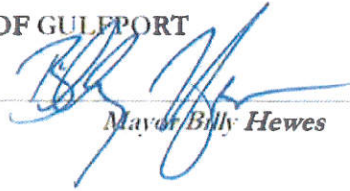

Mayor Billy Hewes

EXHIBIT 8

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EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

132238

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:

Rick Ferguson
Authorized Officer or Agent

7/14/17
Date

Rick Ferguson, P.E.

Printed Name of Authorized Officer or Agent

Principal

Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 14th day of July, 2017.



Patricia Joiner
NOTARY PUBLIC

My Commission Expires: 9-3-19

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is, E-Verify, operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

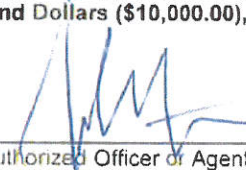
The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

152694

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY


Authorized Officer or Agent

7/18/17
Date

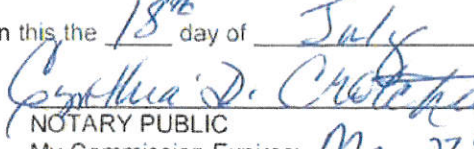
Joe Waggoner, P.E.

Printed Name of Authorized Officer or Agent

Chief Executive Office

Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 18th day of July, 2017.


NOTARY PUBLIC

My Commission Expires May 27, 2020

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration



FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

**Dedeaux Road Widening Phase I From Three Rivers Road
To Dede Drive**

Prepared for:
Mississippi Department of Transportation

Project Number:
STPD-9370-00(004)/104866-801000
City of Gulfport, MS

Prepared by: **Mississippi Engineering Group, LLC**

Inc. CPG 10-15-17

Date Submitted:
Date Revised:

July 14, 2017

Cost Summary

Dedeaux Road Widening Phase I From Three Rivers Road To Dede Drive

Construction Engineering & Inspection Services

Mississippi Engineering Group, LLC

*Fac. CRF
10-19-17*

Labor Costs

CE&I Services \$ 409,336.06

Direct Costs

CE&I Services \$ 6,955.00

*Fac. CRF
10-19-17*

Subtotal Mississippi Engineering Group, LLC \$ 416,291.06

Brown, Mitchell & Alexander, Inc.

Labor Costs

CE&I Services \$ 18,483.04

Direct Costs

CE&I Services \$ 491.21

Subtotal Cost Brown, Mitchell & Alexander, Inc. \$ 18,974.25

Burns, Cooley, Dennis

Labor Costs

Testing Services \$ 49,573.79

Direct Costs

CE&I Services \$ 9,720.25

Subtotal Cost Burns, Cooley, Dennis \$ 59,294.04

PROJECT TOTAL COSTS

\$ 494,559.36

Back-up must be provided for all SubConsultants

If additional sheets are required, Consultant will be responsible for accuracy

2017 PFI BILLING RATE TABLE

Mississippi Engineering Group, LLC

Construction Engineering & Inspection Services

*Inc.
CP
10-19-17*

Home Overhead Rate ^	177.63% %
Field Overhead Rate ^	177.63% %
Profit	12.00% %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Project Manager	\$ 54.26	\$ 96.38	\$ 18.08	\$ 168.72
Senior Construction Engineer	\$ 48.20	\$ 85.62	\$ 16.06	\$ 149.88
Senior Engineer	\$ 40.89	\$ 72.63	\$ 13.62	\$ 127.15
Engineer	\$ 35.33	\$ 62.76	\$ 11.77	\$ 109.86
Inspector	\$ 29.53	\$ 52.45	\$ 9.84	\$ 91.82

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Inspector	\$ 29.53	\$ 52.45	\$ 9.84	\$ 106.59

^ Approved by MDOT

^ Formula's may need to be adjusted if consultant has field overhead rate approved.

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

2017 PFI HOUR DISTRIBUTION / LABOR COSTS

Mississippi Engineering Group, LLC

Construction Engineering & Inspection Services

Inc. CRF
10-19-17

REGULAR HOURS ONLY

Hours Per Month													On Job Months	Subtotal Hours	Hourly Rate	Extension
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
6	7	11	15	19	20	21	21	20	16	11	5					
							8	8	8	8	8			40	\$ 168.72	\$ 6,748.76
							4	4	4	4	4			20	\$ 149.88	\$ 2,997.52
							2	2	2	2	2			10	\$ 127.15	\$ 1,271.46
							2	2	2	2	2			10	\$ 109.86	\$ 1,098.57
							168	168	160	128	88			712	\$ 91.82	\$ 65,377.43

Labor Subtotal (Regular) \$ 77,493.74

OVERTIME HOURS ONLY

Overtime Hours Per Month													On Job Months	Subtotal Hours	Hourly Rate	Extension
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
							42	42	40					124	\$ 106.59	\$ 13,216.82

Labor Subtotal (Overtime) \$ 13,216.82

CTOR's Project Completion Time:

151 Working Days

Construction Cost Estimate:

2018 PFI BILLING RATE TABLE

Mississippi Engineering Group, LLC

Construction Engineering & Inspection Services

Inc.
CRF
10-19-17

Home Overhead Rate ^	177.63% %
Field Overhead Rate ^	177.63% %
Profit	12.00% %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Project Manager	\$ 56.97	\$ 101.20	\$ 18.98	\$ 177.15
Senior Construction Engineer	\$ 50.61	\$ 89.90	\$ 16.86	\$ 157.37
Senior Engineer	\$ 42.93	\$ 76.26	\$ 14.30	\$ 133.49
Engineer	\$ 37.10	\$ 65.90	\$ 12.36	\$ 115.36
Inspector	\$ 31.01	\$ 55.08	\$ 10.33	\$ 96.42

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Inspector	\$ 31.01	\$ 55.08	\$ 10.33	\$ 111.93

^ Approved by MDOT

~ Formula's may need to be adjusted if consultant has field overhead rate approved.

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

2018 PFI HOUR DISTRIBUTION / LABOR COSTS

Mississippi Engineering Group, LLC
Construction Engineering & Inspection Services

Inc. 1017-17

REGULAR HOURS ONLY

Hours Per Month													On Job Months	Subtotal Hours	Hourly Rate	Extension
Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5					
8	8	8	8	8	8	8	8							64	\$ 177.15	\$ 11,337.33
4	4	4	4	4	4	4	4							32	\$ 157.37	\$ 5,035.83
2	2	2	2	2	2	2	2							16	\$ 133.49	\$ 2,135.82
2	2	2	2	2	2	2	2							16	\$ 115.36	\$ 1,845.77
40	48	56	88	120	152	2	2							508	\$ 96.42	\$ 48,983.51

Labor Subtotal (Regular) \$ 69,338.26

OVERTIME HOURS ONLY

Overtime Hours Per Month													On Job Months	Subtotal Hours	Hourly Rate	Extension
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
														0	\$ 111.93	\$ -

Labor Subtotal (Overtime) \$ -

CTOR's Project Completion Time: 151 Working Days
Construction Cost Estimate:

PFI DIRECT COSTS

Mississippi Engineering Group, LLC

Construction Engineering & Inspection Services

Inc. CLK 10-19-17

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	OTHER	MONTH TOTAL
Project Manager						\$ -
Senior Construction Engineer						\$ -
Senior Engineer						\$ -
Engineer						\$ -
Inspector			\$ 5,350.00			\$ 5,350.00
TOTAL						\$ 5,350.00

**** Detail breakdown of Direct Costs

Inspector: 10,000 miles at \$.535 per mile

2017 WEI BILLING RATE TABLE

Mississippi Engineering Group, LLC

Construction Engineering & Inspection Services

Inc
QF-17
10-19-17

Home Overhead Rate ^	201.43% %
Field Overhead Rate ^	201.43% %
Profit	12.00% %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Principal	\$ 72.12	\$ 145.27	\$ 26.09	\$ 243.48
Project Manager	\$ 29.99	\$ 60.41	\$ 10.85	\$ 101.25
Senior Project Engineer	\$ 36.06	\$ 72.64	\$ 13.04	\$ 121.74
Project Engineer	\$ 29.69	\$ 59.80	\$ 10.74	\$ 100.23
Construction Engineer	\$ 42.95	\$ 86.51	\$ 15.54	\$ 145.00
Construction Representative II	\$ 31.42	\$ 63.29	\$ 11.37	\$ 106.07
Engineering Assistant II	\$ 23.48	\$ 47.30	\$ 8.49	\$ 79.27

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Construction Representative II	\$ 31.42	\$ 63.29	\$ 11.37	\$ 121.78

^ Approved by MDOT

^ Formula's may need to be adjusted if consultant has field overhead rate approved.

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

2017 WEI HOUR DISTRIBUTION / LABOR COSTS

Mississippi Engineering Group, LLC
Construction Engineering & Inspection Services

Inc. CLK 10-17-17

REGULAR HOURS ONLY

Hours Per Month													On Job Months	Subtotal Hours	Hourly Rate	Extension
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
6	7	11	15	19	20	21	21	20	16	11	5					
							2	2	2	2	2			10	\$ 243.48	\$ 2,434.78
							8	8	8	8	8			40	\$ 101.25	\$ 4,049.87
							16	24	24	24	24			112	\$ 121.74	\$ 13,634.78
							60	126	126	126	126			564	\$ 100.23	\$ 56,531.93
							8	16	16	16	8			64	\$ 145.00	\$ 9,279.99
							20	30	40	40	30			160	\$ 79.27	\$ 12,683.02

Labor Subtotal (Regular) \$ 98,614.37

OVERTIME HOURS ONLY

Overtime Hours Per Month													On Job Months	Subtotal Hours	Hourly Rate	Extension
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
														0	\$ 121.78	\$ -

Labor Subtotal (Overtime) \$ -

TOR's Project Completion Time:
Construction Cost Estimate:

151 Working Days

2018 WEI BILLING RATE TABLE

Mississippi Engineering Group, LLC

Construction Engineering & Inspection Services

*Inc.
CP
10-16-17*

Home Overhead Rate ^	<u>201.43%</u> %
Field Overhead Rate ^	<u>201.43%</u> %
Profit	<u>12.00%</u> %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Principal	\$ 72.28	\$ 145.59	\$ 26.14	\$ 244.02
Project Manager	\$ 30.89	\$ 62.22	\$ 11.17	\$ 104.29
Senior Project Engineer	\$ 37.14	\$ 74.81	\$ 13.43	\$ 125.39
Project Engineer	\$ 30.58	\$ 61.60	\$ 11.06	\$ 103.24
Construction Engineer	\$ 44.23	\$ 89.09	\$ 16.00	\$ 149.32
Construction Representative II	\$ 32.36	\$ 65.18	\$ 11.71	\$ 109.25
Engineering Assistant II	\$ 24.18	\$ 48.71	\$ 8.75	\$ 81.63

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Construction Representative II	\$ 32.36	\$ 65.18	\$ 11.71	\$ 125.43

^ Approved by MDOT

~ Formula's may need to be adjusted if consultant has field overhead rate approved.

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

2018 WEI HOUR DISTRIBUTION / LABOR COSTS

Mississippi Engineering Group, LLC
Construction Engineering & Inspection Services

*Final
10/9-17*

REGULAR HOURS ONLY

Hours Per Month													On Job Months	Subtotal Hours	Hourly Rate	Extension
Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5					
2	2	2	2	2	2	2	2							16	\$ 244.02	\$ 3,904.29
8	8	8	8	8	8	8	8							64	\$ 104.29	\$ 6,674.25
16	24	24	24	24	24	24	24							184	\$ 125.39	\$ 23,070.88
126	126	105	112	116	116	116	50							867	\$ 103.24	\$ 89,507.84
8	8	8	8	8	8	8	8							64	\$ 149.32	\$ 9,556.56
30	20	20	20	30	30	30	40							220	\$ 81.63	\$ 17,959.05

Labor Subtotal (Regular) \$ 150,672.88

OVERTIME HOURS ONLY

Overtime Hours Per Month													On Job Months	Subtotal Hours	Hourly Rate	Extension
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
														0	\$ 125.43	\$ -

Labor Subtotal (Overtime) \$ -

TOR's Project Completion Time:
Construction Cost Estimate:

151 Working Days

WEI DIRECT COSTS ****

Mississippi Engineering Group, LLC
Construction Engineering & Inspection Services

Inc.
Crf
10-19-11

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	OTHER	MONTH TOTAL
Principal						\$ -
Project Manager						\$ -
Senior Project Engineer						\$ -
Project Engineer			\$ 1,605.00			\$ 1,605.00
Construction Engineer						\$ -
Construction Representative II						\$ -
Engineering Assistant II						\$ -
TOTAL						\$ 1,605.00

**** Provide detail for breakdown of Direct Costs

Sr. Project Engineer: 3,000 miles at \$.535 per mile

BILLING RATE TABLE

Brown, Mitchell & Alexander, Inc.

Construction Engineering & Inspection Services

Home Overhead Rate ^	159.38% %
Field Overhead Rate ^	159.38% %
Profit	12.00% %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Principal	\$ 48.44	\$ 77.20	\$ 15.08	\$ 140.72
Registered Land Surveyor	\$ 28.25	\$ 45.02	\$ 8.79	\$ 82.07
Survey Crew Chief	\$ 17.85	\$ 28.45	\$ 5.56	\$ 51.86
Instrument Man	\$ 17.33	\$ 27.62	\$ 5.39	\$ 50.34
Administrative Assistant	\$ 24.20	\$ 38.57	\$ 7.53	\$ 70.30

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Survey Crew Chief	\$ 17.85	\$ 28.45	\$ 5.56	\$ 60.78
Instrument Man	\$ 17.33	\$ 27.62	\$ 5.39	\$ 59.01

^ Approved by MDOT

^ Formula's may need to be adjusted if consultant has field overhead rate approved.

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

HOOR DISTRIBUTION / LABOR COSTS

Brown, Mitchell & Alexander, Inc.

Construction Engineering & Inspection Services

REGULAR HOURS ONLY

Hours Per Month													On Job Months	Subtotal Hours	Hourly Rate	Extension
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
6	7	11	15	19	20	21	21	20	16	11	5					
								3	2	1				6	\$ 140.72	\$ 844.33
								4	4	3	3			14	\$ 82.07	\$ 1,148.95
								8	16	12	12			48	\$ 51.86	\$ 2,489.05
								8	16	12	12			48	\$ 50.34	\$ 2,416.54
								2	1	1				4	\$ 70.30	\$ 281.21

Labor Subtotal (Regular) \$ 7,180.08

OVERTIME HOURS ONLY

Overtime Hours Per Month													On Job Months	Subtotal Hours	Hourly Rate	Extension
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
														0	\$ 60.78	\$ -
														0	\$ 59.01	\$ -

Labor Subtotal (Overtime) \$ -

BILLING RATE TABLE

Brown, Mitchell & Alexander, Inc.

Construction Engineering & Inspection Services

Home Overhead Rate ^	159.38% %
Field Overhead Rate ^	159.38% %
Profit	12.00% %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Principal	\$ 50.86	\$ 81.06	\$ 15.83	\$ 147.75
Registered Land Surveyor	\$ 29.66	\$ 47.27	\$ 9.23	\$ 86.16
Survey Crew Chief	\$ 18.74	\$ 29.87	\$ 5.83	\$ 54.44
Instrument Man	\$ 18.19	\$ 28.99	\$ 5.66	\$ 52.84
Administrative Assistant	\$ 25.41	\$ 40.50	\$ 7.91	\$ 73.82

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Survey Crew Chief	\$ 18.40	\$ 29.33	\$ 5.73	\$ 62.65
Instrument Man	\$ 18.19	\$ 28.99	\$ 5.66	\$ 61.94

^ Approved by MDOT

^ Formula's may need to be adjusted if consultant has field overhead rate approved.

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

HOURLY DISTRIBUTION / LABOR COSTS

Brown, Mitchell & Alexander, Inc.

Construction Engineering & Inspection Services

REGULAR HOURS ONLY

Hours Per Month													On Job Months	Subtotal Hours	Hourly Rate	Extension
Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5					
1		1		1	1	1								5	\$ 147.75	\$ 738.76
1	1	1	1	1	6	6								17	\$ 86.16	\$ 1,464.79
8	8	8	8	8	20	20								80	\$ 54.44	\$ 4,355.26
8	8	8	8	8	20	20								80	\$ 52.84	\$ 4,227.44
1		1		1	2	2								7	\$ 73.82	\$ 516.72

Labor Subtotal (Regular) \$ 11,302.96

OVERTIME HOURS ONLY

Overtime Hours Per Month													On Job Months	Subtotal Hours	Hourly Rate	Extension
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
														0	\$ 62.65	\$ -
														0	\$ 61.94	\$ -

Labor Subtotal (Overtime) \$ -

DIRECT COSTS ****

Brown, Mitchell & Alexander, Inc.

Construction Engineering & Inspection Services

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	FIELD SUPPLIES	MONTH TOTAL
Principal			\$ 29.43			\$ 29.43
Registered Land Surveyor			\$ 82.39		\$ 150.00	\$ 232.39
Survey Crew Chief			\$ 189.39			\$ 189.39
Instrument Man						\$ -
Administrative Assistant				\$ 40.00		\$ 40.00
TOTAL						\$ 491.21

**** Provide detail for breakdown of Direct Costs

Principal: 55 miles at \$.535 per mile

Registered Land Surveyor: 154 miles at \$.535 per mile

Survey Crew Chief: 354 miles at \$.535 per mile

Project Dedeaux Road Widening

MDOT Project No. STPD-9370-00(004)
Client City of Gulfport

ESTIMATED MAXIMUM FEE

Location Harrison County
Prepared By BCD
Date 7/14/2017

LABOR COSTS

	Man Hrs.	Rate(Direct)	Total
Project Manager	24	\$ 80.00	\$ 1,920.00
Project Engineer	40	\$ 65.00	\$ 2,600.00
Engineer	38	\$ 45.00	\$ 1,710.00
Technician	375	\$ 25.00	\$ 9,375.00
Clerical	70	\$ 20.00	\$ 1,400.00

DIRECT LABOR COSTS	523		\$ 17,005.00
PAYROLL ADDITIVE - 160.29 %			\$ 27,257.31
FIXED FEE - 12 %			\$ 5,311.48
SUBTOTAL - LABOR COSTS			\$ 49,573.79

FIELD AND LABORATORY

Borrow Excavation	Quantity	Unit	Unit Cost	Total Cost
Proctor (Standard) MT-8	3	Each	\$ 215.00	\$ 645.00
Atterberg Limits T 89 and T 90	3	Each	\$ 50.50	\$ 151.50
% Finer than the No. 200 Sieve T 11	3	Each	\$ 34.75	\$ 104.25
Granular Material	Quantity	Unit	Unit Cost	Total Cost
Proctor (Standard) MT-8	1	Each	\$ 215.00	\$ 215.00
Atterberg Limits T 89 and T 90	7	Each	\$ 50.50	\$ 353.50
Gradation T 311	7	Each	\$ 175.00	\$ 1,225.00
Chemically Stabilized Subgrade/Subbase	Quantity	Unit	Unit Cost	Total Cost
Design of Soil Cement Mixtures MT-25	2	Each	\$700.00	\$1,400.00
Proctor (Standard) MT-9 (during Soil-cement production)	5	Each	\$215.00	\$860.00
Gradation T 311	2	Each	\$175.00	\$350.00
Atterberg Limits T 89 and T 90	2	Each	\$100.00	\$400.00
Concrete	Quantity	Unit	Unit Cost	Total Cost
Compressive Strength T 22	69	Each	\$ 25.00	\$ 1,725.00
Hot Mix Asphalt	Quantity	Unit	Unit Cost	Total Cost
Bulk Specific Gravity T 166	47	Each	\$ 25.00	\$ 1,175.00
USK 1315	4	Each	\$ 100.00	\$ 400.00

SUB-TOTAL - FIELD AND LABORATORY **\$ 5,994.25**

EXPENSE ITEMS

	Quantity	Unit	Rate	Total Cost
Automobile Travel	6900	Miles	\$ 0.54	\$ 3,726.00

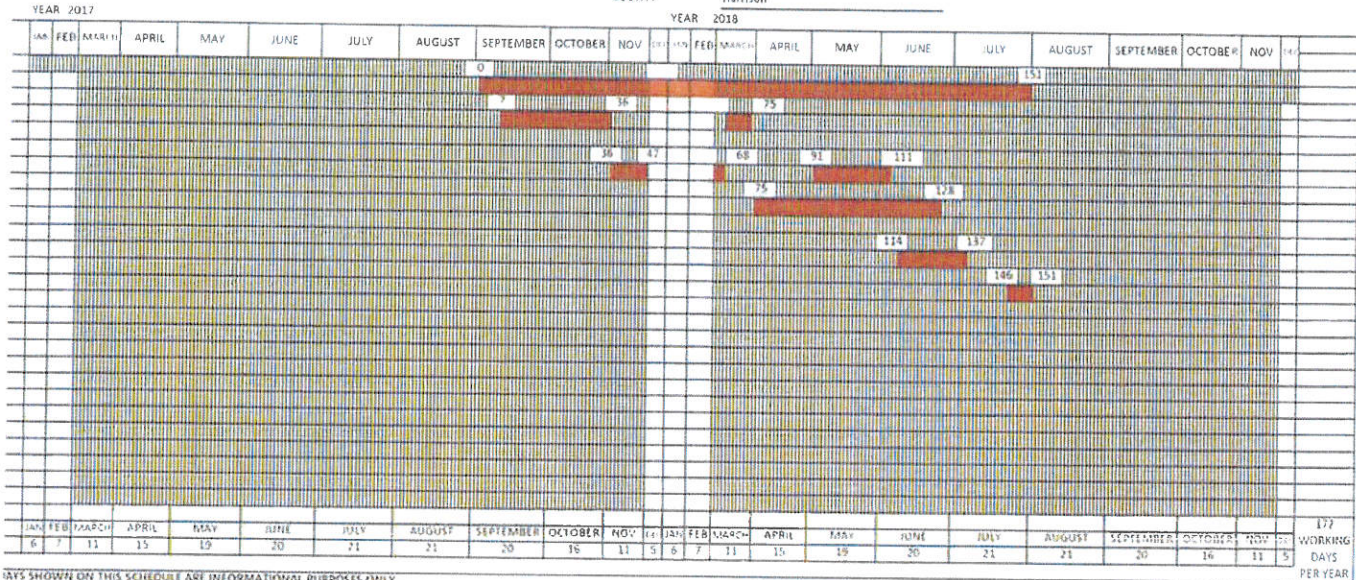
SUB-TOTAL - EXPENSE ITEMS **\$3,726.00**

TOTAL PROPOSED FEE **\$59,294.04**

Technician hours are based on 69 total trips to project sites. 20 - 5 hour trips for density tests/sample pickup of borrow and granular materials, 10 - 8 hour trips for density testing of cement treated materials; 23-5 hour trip for concrete pour/cylinder pickup following day, 16-5 hour trips for asphalt cores. 7 cores cut for 9.5 mm, 19 cores cut for 12.5mm, 21 cores cut for 19mm. Mileage based on 69 trips at 100 miles r/t per trip. 1 hr admin. assistant per tech trip, +/- 0.25 hrs proj. manager per tech trip plus 8 hrs for meetings, 1 hour proj. engineer for each concrete and hma trip, 1 hr for engineer per soils/granular/chem. treatment tech trip plus 8 hrs for meetings.

PROGRESS SCHEDULE

PROJECT NUMBER STP-997D-00(004) (PA
COUNTY Harrison

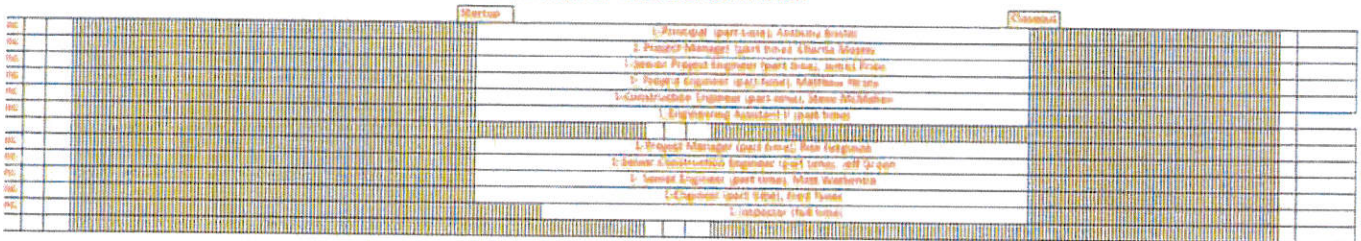


DAYS SHOWN ON THIS SCHEDULE ARE INFORMATIONAL PURPOSES ONLY

TOTAL AS ASSESSED BY THE PROJECT ENGINEER ON FORM CSD-765 SHALL GOVERN.

REQUIRED TO BE SUBMITTED AND APPROVED AS PART OF THE PRELIMINARY ENGINEERING CONTRACT.

SHOULD BE ADDED TO THE APPROVED PROGRESS SCHEDULE AS PART OF THE CE&I CONTRACT.





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Purchasing

Date: 01/24/2018

Subject: Privilege License Report - for the month of December 2017 - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

City Clerk

To: The Honorable Mayor and City Council

From: Mary Collins, Deputy City Clerk

Date: January 24, 2018

Re: Privilege Licenses Issued December, 2017

Attached is a report of the privilege licenses issued by the City of Gulfport for the period of December 1 thru December 31, 2017 per Mississippi Code §Ann. 27-17-501 to be spread on the minutes.

If you have any questions, please call at any time.

DECEMBER 2017
PRIVILEGE LICENSE

Customer Name	Customer Address	Amount	Post Date
SOUTH MISSISSIPPI TOWING & RECOVERY LLC	11545 THREE RIVERS ROAD	\$20.00	12/14/2017
AFFORDABLE TRAILER SALES	14259 CREOSOTE RD	\$22.00	12/06/2017
JAY JAY'S PAWN & JEWELRY	1600 25TH AVENUE	\$550.00	12/27/2017
MCCULLOM BRAD A	3717 HARRISON DRIVE	\$22.00	12/29/2017
DOUG G'S LAWN SERVICE	11480 DOG LEG ROAD	\$22.00	12/05/2017
BIRMINGHAM INDUSTRIAL CONSTRUCTION LLC	408 32ND ST	\$90.00	12/04/2017
THE PECAN HOUSE	840 OLD HWY 49	\$20.00	12/05/2017
MAKE READY SERVICES	110 ASHFORD CT	\$20.00	12/06/2017
CLEAN CUTZ BARBER SHOP	3005 17TH ST	\$20.00	12/20/2017
RELYON HEATING & AIR	301 PASS RD SUTIE C	\$20.00	12/21/2017
SLEEPWORKS LLC	1900 22ND AVE	\$30.00	12/28/2017
SOUTH MISSISSIPPI TOWING & RECOVERY LLC	11545 THREE RIVERS ROAD	\$20.00	12/14/2017
EL RANCHO MOBILE	2441 PASS RD	\$25.00	12/20/2017
BLAKNEY PROFESSIONAL SECURITY SERVICES	636 ROSALYNN PL	\$20.00	12/18/2017
D'RAYZ DECORATING SERVICES	12027 CARNEGIE AVE	\$20.00	12/21/2017
ACTION DOOR CLOSER SERVICE	14397 BEULAH CHURCH RD	\$20.00	12/05/2017
JUST TEASIN STUDIO	2422 20TH AVE	\$20.00	12/05/2017
LEVI'S ONLY STORES INC	3125 CHAD DR STE #220	\$20.00	12/04/2017
NOT YOUR MAMAS CLOSET	2701 14TH AVE BOOTH V2	\$20.00	12/04/2017
BEACH VIEW FAMILY DENTAL	9072 LORRAINE RD	\$24.90	12/18/2017
K'S CLEANING AND LAWN SERVICE	603 LIZ CIRCLE	\$16.60	12/21/2017
GULFPORT TAX EXPERTS	412 PASS RD SUITE C	\$16.60	12/29/2017
ADVANCED CONTRACTING SERVICES LLC	3410 A. AVENUE	\$20.00	12/15/2017
AFFORDABLE TRAILER SALES	14259 CREOSOTE RD	\$20.00	12/06/2017
ALL ABOUT HAIR LLC	1613 25TH AVENUE	\$20.00	12/14/2017
ALSTON'S ANTIQUES & GIFT	2208 25TH AVE	\$20.00	12/05/2017
ATKINS ENTERPRISE	906 SYCAMORE DRIVE	\$20.00	12/04/2017
GATLIN BRYCE	1201 32ND AVE	\$20.00	12/07/2017
CHARLES DAVIS PRIVATE INVESTIGATOR	3 -- 39TH STREET	\$20.00	12/21/2017
DADDY'S BBQ, LLC	41 OLD OAK LANE	\$20.00	12/27/2017
HOLLEMAN LAW FIRM PLLC	2004 24TH AVENUE	\$20.00	12/19/2017
HUDSON & SMITH ATTORNEYS	1600 24TH AVE	\$20.00	12/27/2017
JAY JAY'S PAWN & JEWELRY	1600 25TH AVENUE	\$500.00	12/27/2017

DECEMBER 2017
PRIVILEGE LICENSE

MATHERS XPRESS LUBE	1628 EAST PASS RD	\$20.00	12/12/2017
MOSES CONCRETE INC	41 FLEETWOOD DRIVE	\$20.00	12/06/2017
NEVADA BOBS GOLF	15244 CROSSROADS PKWY SUITE A	\$50.00	12/05/2017
ON THE GO CAR WASH	610 TEMPLE DR	\$20.00	12/29/2017
PAT PECK NISSAN	9480 HIGHWAY 49	\$150.00	12/21/2017
TOUCH OF ELEGANCE BEAUTY / BARBER SALON	2323 24TH AVENUE	\$20.00	12/29/2017
WALKERS FLORIST	828 PASS RD	\$20.00	12/12/2017
CLUB THIRTY IV	1925 34TH STREET	\$35.00	12/21/2017
DOUG G'S LAWN SERVICE	11480 DOG LEG ROAD	\$20.00	12/05/2017
FINISH LINE	3308 N MITTHOEFFER RD ATTN: TAX DEPT	\$92.50	12/05/2017
HIBACHI EXPRESS INC.	9354 HWY 49 STE # K	\$45.00	12/05/2017
MCCULLOM BRAD A	3717 HARRISON DRIVE	\$20.00	12/29/2017
PARK FIRE LLC	1816 PASS RD UNIT A	\$20.00	12/29/2017
SOUTHERN CHOICE PROPERTIES, LLC	12311 ASHLEY DR SUITE D	\$30.00	12/14/2017
JE'NAYA	729 E PASS RD	\$20.00	12/19/2017
ALL DONE NOTARY	3507 8TH AVE	\$16.60	12/08/2017
BIG GENES ICE CREAM	3503 8TH AVE	\$20.75	12/19/2017
JAZZ QUARTERS	1816 30TH AVE	\$29.05	12/20/2017
JAZZ QUARTERS	1816 30TH AVE	(\$29.05)	12/20/2017
JAZZ QUARTERS	1816 30TH AVE	\$29.05	12/20/2017
JUMPING JOE'S INFLATABLES	12483 DEDEAUX RD	\$16.60	12/28/2017
MCINNIS 12 BONE BBQ & CATERING	4301 ARKANSAS AVE	\$16.60	12/28/2017
PUPUSERIA DONA BLANCA	14451 DEDEAUX RD	\$31.60	12/29/2017
REDBOX AUTOMATED RETAIL LLC	ONE TOWER LANE	\$170.00	12/04/2017
TENDER LOVING CARE, AN AMEDISYS CO.	5959 S SHERWOOD FOREST BLVD	\$67.23	12/21/2017
WINDOW KING	P.O. BOX 753	\$16.60	12/18/2017
AEROPOSTALE	10000 FACTORY SHOPS BLVD STE 310	\$112.50	12/19/2017
ALEXANDER'S SALON LLC.	1115 COWAN ROAD	\$15.00	12/04/2017
AMELIA'S ATTIC DBA AMELIA'S TIRES	301 PASS ROAD	\$15.00	12/05/2017
AMERICAN EAGLE OUTFITTERS #2258	10000 FACTORY SHOPS BLVD.	\$1,260.00	12/28/2017
APEX PARTY & EVENT RENTALS	1930 31ST ST	\$22.50	12/04/2017
AQUA POOL CO, I LLC	11296 LORRAINE ROAD	\$56.25	12/06/2017
ASA	1924 30TH AVE	\$15.00	12/22/2017
BACK IN MOTION CHIROPRACTIC	1900 PASS RD STE D	\$22.50	12/05/2017

DECEMBER 2017
PRIVILEGE LICENSE

BIRMINGHAM INDUSTRIAL CONSTRUCTION LLC	408 32ND ST	\$67.50	12/04/2017
BOOST MOBILE	12057 HWY 49	\$15.00	12/05/2017
BRIDGEWATER PSYCHIATRY	8990 LORRAINE RD	\$22.50	12/07/2017
BUILDER SERVICES GROUP INC	14231 SEAWAY RD STE F5	\$22.50	12/07/2017
COASTAL TILE	11504 HILLCREST RD	\$15.00	12/05/2017
DEPENDABLE A/C	701 COMMERCE ST	\$15.00	12/14/2017
EAST PASS FOOD MART	1925 E PASS RD	\$26.25	12/19/2017
EDWARD JONES CO LP	2600 13TH ST	\$15.00	12/22/2017
EXTERIOR SOLUTIONS	14231 SEAWAY RD	\$22.50	12/04/2017
FIRST STOP FOOD STORE	1423 42ND AVE	\$26.25	12/07/2017
GULFSIDE CASINO PARTNERSHIP	3206 W BEACH BLVD	\$67.50	12/05/2017
HOBBY LOBBY STORES, INC	11240 HWY 49 NORTH	\$285.00	12/05/2017
IN N OUT HOME INSPECTION SERVICE	15218 WESTIN COVE	\$15.00	12/12/2017
JACKSON HEWITT TAX SERVICE	12058 HWY 49	\$15.00	12/07/2017
JACKSON HEWITT TAX SERVICE	2510 PASS RD	\$15.00	12/07/2017
JAMES EDWARD BATES PHOTOGRAPHY	P.O. BOX 2818	\$15.00	12/27/2017
KD SERVICES LLC	3008 8TH AVENUE	\$15.00	12/05/2017
KELLY AVE FOOD MART	1701 KELLY AVE	\$26.25	12/20/2017
LIDS #6315	10000 FACTORY SHOPS BLVD.	\$18.75	12/12/2017
LITTLE ANGELS LEARNING LAND	2105 22ND ST	\$22.50	12/08/2017
MARIAM SUPPLY OF ALABAMA LLC	11298 REICHOLS ROAD	\$1,260.00	12/12/2017
MCCULLOUGH RENTALS	2820 20TH AVENUE STE 1	\$15.00	12/08/2017
MS COAST AUTO BROKERS GULFPORT LLC	9210 HWY 49 SUITE A	\$30.00	12/05/2017
OASIS REAL ESTATE INVESTMENT INC	2205 JOHN HILL BLVD	\$15.00	12/05/2017
OWCO LLC	2105 25TH AVENUE	\$15.00	12/06/2017
PARTY CITY #1050	15212 CROSSROADS PKWY	\$187.50	12/05/2017
PIBS LLC	2719 PINE AVE	\$15.00	12/06/2017
PLANET BEACH GULFPORT	15238 CROSSROAD PARKWAY	\$15.00	12/12/2017
PONTCHARTRAIN PARTNERS LLC	1423 24TH AVE # C	\$15.00	12/05/2017
PRACTICAL SOLUTIONS COUNSELING	15465 OAK LANE	\$15.00	12/05/2017
SIGN GYPSIES-MS GULF COAST	9166 ASHBURN LN	\$15.00	12/19/2017
SWEET BAY QUILTING	15218 WESTIN COVE	\$15.00	12/12/2017
THE ALMANETT LLC	1514 18TH AVE	\$33.75	12/06/2017
THE PECAN HOUSE	840 OLD HWY 49	\$15.00	12/05/2017

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TINT WORLD	15237 RUSSELL ST	\$15.00	12/05/2017
WALMART #6165	1733 E PASS RD	\$198.75	12/13/2017
WALMART #6165 FUEL KIOSK	1743 E PASS RD	\$26.25	12/13/2017
WALMART #6323 FUEL STATION	11377 HWY 49	\$26.25	12/13/2017
ALVES ALLIANCE REALTY	10900 E TAYLOR RD #133C	\$16.60	12/04/2017
FINANCIAL SOLUTIONS TAX LLC	273 AZALEA RD BLDG 2 SUITE 508	\$16.60	12/04/2017
AGJ SYSTEMS & NETWORKS INC	14257 DEDEAUX ROAD SUITE A	\$41.58	12/14/2017
APOLLO FLIGHT TRAINING & AIRCRAFT MGT	1100 HANGAR STREET	\$13.20	12/21/2017
CALLAHANS LAWN SERVICE LLC	1912 29TH ST	\$13.20	12/18/2017
COASTAL PEDIATRIC DENTISTRY	1119 42ND AVE	\$19.80	12/22/2017
COOPER'S BAYOU VIEW SERVICE STATION	P O BOX 6266	\$13.20	12/18/2017
DAL POOLS	1009 ANNISTON AVE	\$13.20	12/14/2017
DEDEAUX DISCOUNT STORE	13042 DEDEAUX RD STE A	\$23.10	12/28/2017
DOLLAR TREE #4346	15210 CROSSROADS PKWY	\$13.20	12/22/2017
ELLIOTT HOMES	1402 PASS RD	\$35.64	12/29/2017
F & E JANITORIAL	13093 GLENWOOD PLACE	\$13.20	12/18/2017
GALLOWAY JOHNSON TOMPKINS BURR & SMITH	2510 14TH ST	\$19.80	12/19/2017
GOLDEN NAIL SPA LLC	1327 E PASS ROAD	\$19.80	12/14/2017
HOLLYWOOF LLC	12100 HWY 49	\$13.20	12/19/2017
JEFFERY J ISABELL MBA	13095 MILES DRIVE	\$13.20	12/27/2017
JW PUCKETT & COMPANY, INC.	12284 INTRAPLEX PARKWAY	\$27.72	12/22/2017
KOI JAPANESE STEAKHOUSE	9415 HWY 49	\$35.64	12/27/2017
MADISON SECURITY	1805 34TH AVE.	\$19.80	12/28/2017
MAKE READY SERVICES	110 ASHFORD CT	\$13.20	12/06/2017
MR. JOHN'S AUTO CARE & REPAIR SHOP	2818 22ND AVE.	\$13.20	12/14/2017
NKS MANAGEMENT COMPANY INC	2304 19TH ST STE#203	\$13.20	12/18/2017
PASS ROAD CONVENIENCE STORE	20 PASS RD	\$23.10	12/14/2017
PRISTINE CLEANING SERVICES	3427 WASHINGTON AVE	\$13.20	12/12/2017
SCENIC LANDSCAPES LLC	16101 S SWAN RD	\$13.20	12/13/2017
SUNDOWN LAWN SERVICES	2301 CYPRESS AVE	\$13.20	12/18/2017
VISITING ANGELS	9414 THREE RIVERS RD	\$13.20	12/22/2017
WELCON ELECTRICAL CONSULTANTS PLLC	14116 CUSTOMS BLVD	\$13.20	12/21/2017
BRANDI'S HOPE COMMUNITY SERVICE	720 B 3RD ST SW	\$24.90	12/07/2017
CHOICE PROPERTIES GULFPORT LLC	520 E PASS RD	\$16.60	12/11/2017

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BRIAN PEARSE PHOTOGRAPHY	12421 CRYSTAL WELL CT	\$16.60	12/12/2017
WILLS WAY LLC	9230 OLD LORRAINE RD	\$16.60	12/14/2017
MELVINS LAWN SERVICE	15 - 40TH ST	\$16.60	12/14/2017
GET IT RIGHT TAX SERVICE	14154 N COUNTRYHILLS DR	\$16.60	12/14/2017
THE LAW OFFICE OF AARON P HOMMELL PLLC	2505 14TH ST	\$16.60	12/19/2017
SOUTHERN CHARM FURNITURE & DESIGN	1852 E PASS RD	\$20.75	12/20/2017
BEHAVIORAL HEALTH SYSTEM GULFPORT	11150 HWY 49 N	\$124.50	12/28/2017
AERIAL FIT LAB	2205 JOHN HILL BLVD STE H	\$16.60	12/28/2017
BILOXI BEACH RESORT RENTALS	2230 BEACH DR	\$16.60	12/28/2017
ZEINA AFRICAN HAIR BRAIDING	1956 E PASS RD #E	\$16.60	12/29/2017
DJ C-ROC ENTERTAINMENT & ILLUSTRATIONS	2814 GULF AVE	\$16.60	12/29/2017
TOTAL		\$7,761.91	



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Purchasing

Date: 01/26/2018

Subject: Letter - regarding bid awarded by Purchasing for a 2018 Ranger ATV - Fire Department
- to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council
From: Mary Collins, Procurement Specialist
Date: January 26, 2018
Re: Fire Department – 2018 Ranger ATV

I have reviewed the quotes received on the above referenced item and find Perkins Tire & Polaris Inc., to be the lowest and best for a total amount of \$14,623.93.

I have issued Purchase Order #197001 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

[illegible]



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Elizabeth MacMillan, Office Manager
Leisure Services

Date: 01/23/2018

Subject: Conveyance Deed - regarding transfer of ownership of space in Evergreen Gardens Cemetery.

Recommendation:

STATE OF MISSISSIPPI
COUNTY OF HARRISON

CONVEYANCE DEED

FOR AND IN CONSIDERATION of the payment of a certain amount of dollars not to be more than five hundred (\$500.00) per space, cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned Sharron Dobbs Bellew, Trustee of the Earline H. Dodds Family Trust; hereby conveys unto Sharron Dobbs Bellew, 89 Baracuda Drive, Hattiesburg, MS. 39402 the following described land and property located in EVERGREEN GARDENS CEMETERY in the City of Gulfport and more particularly described as follows, to wit:

BLOCK 12

LOT 35

SPACE(S) 1,2,3,4

The Grantee herein agrees that if Grantee should fail or refuse to obey any and/or all the regulations of the Mayor and Council of the CITY OF GULFPORT, concerning the Cemetery referenced herein, as may be now in force or hereafter to be passed, then the title to the aforementioned cemetery spaces shall immediately revert and vest in the City of Gulfport, Mississippi, at its option. .

WITNESS THE SIGNATURE(S) of the undersigned this the 2nd day of Jan 20 18.

Sharron Dobbs Bellew

STATE OF MS

COUNTY OF Lamar

PERSONALLY appeared before me, the undersigned authority in and for the above named jurisdiction, the within named Sharron Dobbs Bellew who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned, having been first authorized.

Given under my hand and official seal, this the 2nd day of Jan 20 18.

Rachel Lott Sullivan

My Commission Expires: 07-18-2020

PREPARED BY: THE CITY OF GULFPORT
CEMETERY DEPARTMENT

