



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, April 7, 2020

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

Code Enforcement / Planning

- 1** 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.
- 2** Certificate of Resubdivision - divide into two parcels zoned R-1-7.5 (Single-family) - located on 2nd Street - Case # 2002PC016 - Ward 2.

Ordinances

- 3** Ordinance - to establish a Leisure and Recreation District (Gulfport Social District) within the corporate boundaries of the City of Gulfport, Mississippi, and designate the geographic areas included within and boundaries of said District, and for related purposes.

Resolutions

- 4 Order - to File Form of Ordinance concerning Electric Franchise with City Clerk.

- 5 Resolution - reconfirming and extending the status of a State of Emergency due to the spread of COVID-19 and potentials associated impacts which threaten to affect areas within the City, and for related purposes.

- 6 Resolution - approving award for Wellness Clinic Services to Medical Analysis, authorizing the Mayor to execute an Agreement with Medical Analysis, and for related purposes.

- 7 Resolution - approving Change Order No. 1 to contract with Samuel B. Day Construction, Inc., for the Katie Patterson Booth Community Center Roof Replacement Project and for related purposes

- 8 Resolution - approving Third Amendment to License Agreement between Utility Service Communications Co., Inc. (Licensor), and Powertel/Memphis, Inc. (Licensee), allowing for relocation of equipment from one tank to another (49 51st Street to 57 51st Street) and addition of certain and various pieces of equipment on Gulfport's Water Tank located on 51st Street, and for related purposes.

- 9 Resolution - approving Certificate of Partial Substantial Completion of Downtown Streetscape Improvements Project Phase 3, authorizing the Mayor to execute the same, and for related purposes.

- 10 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport, and related purposes.

- 11 Resolution - authorizing the City, by and through the Police Department, to apply for US Department of Justice funding related to 2020 Coronavirus, and for related purposes.

Docket of Claims

- 12 Docket of Claims - to be approved through April 8, 2020.

Routine Agenda

- 13** Resolution – awarding bids for lot clean-ups and/or demolitions.
- 14** Letter - regarding emergency purchase authorization for Flat Branch Sewer Force Main Repair - Public Works - to be made a part of the minutes.
- 15** Letter - regarding bid awarded by Purchasing to Powers Inc. for HVAC Unit A/C Systems - Municipal Complex - to be made a part of the minutes.
- 16** Ratification - of Mayor's Executive Order No. 1 (March 20, 2020) and Mayor's Executive Order No. 2 (March 31, 2020) - to be made a part of the minutes.
- 17** Ratification - of Oaths of Office - to be made a part of the minutes.
- 18** Ratification - of Preliminary Engineering Services Contract with Neel-Schaffer Inc. and Notice to Proceed Letter from the Mayor related to BUILD - Interconnecting Gulfport Project - to be made a part of the minutes.

Council Comments

Memorial Adjournment

Executive Session

Setting of Next Meeting and Adjournment



CITY OF GULFPORT
URBAN DEVELOPMENT
CODE ENFORCEMENT
POSTINGS

TABLE OF CONTENTS

WARD 1

WARD 2

WARD 3

PARCEL:	LOCATION:	OWNER:
0811C-05-022.000	2550 PASS RD	WALROTH FRANCES T
0811G-04-027.001	1640 20TH ST	HARRIS HIRAM & MARY L -EST-

WARD 4

WARD 5

WARD 6

WARD 7



CODE ENFORCEMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

March 3, 2020

WALROTH FRANCES T
PO BOX 176
OCEAN SPRINGS, MS 39564

Reference: Tax Parcel Number: 0811G-05-022.000
2550 PASS RD

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: TRASH & DEBRIS, IPMC 308.1
VACANT STRUCTURE, IPMC 301.3

Based on the violations identified, the City requests that you take the following corrective
REMOVE/HAUL OFF TRASH & DEBRIS
BOARD UP AND SECURE OPENINGS
WELD SHUT

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 04/07/2020 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: ELLA HOLMES-HINES

Case Number: 5607



CODE ENFORCEMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

March 3, 2020

WALROTH FRANCES T
2550 PASS RD
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811G-05-022.000
2550 PASS RD

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Robert Beaugez
CODE ENFORCEMENT

cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 5607



ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 03-19-2020 BY 60322
REASON: FOIA b 7 - C
EXEMPTED FROM AUTOMATIC
DECLASSIFICATION

NOTICE OF DECLASSIFICATION
This document contains information that has been determined to be in the public interest and is being released to the public. The information was previously withheld from public release under the provisions of the Freedom of Information Act (5 U.S.C. 552). The information was determined to be in the public interest and is being released to the public. The information was previously withheld from public release under the provisions of the Freedom of Information Act (5 U.S.C. 552). The information was determined to be in the public interest and is being released to the public.



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Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

March 19, 2020

HARRIS HIRAM & MARY L -EST-
1640 20TH ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811G-04-027.001
1640 20TH ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: UNSAFE STRUCTURE, IPMC 108.1.1
TRASH & DEBRIS, IPMC 308.1

Based on the violations identified, the City requests that you take the following corrective
DEMOLISH STRUCTURE
REMOVE AND HAUL OFF ALL TRASH & DEBRIS

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Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT

cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 5623



CODE ENFORCEMENT

P.O. Box 1780

Gulfport, MS 39502

Phone: 228-868-5718

Fax: 228-214-4487

Wm. H. Hardy Building

1410 24th Avenue

Gulfport, MS 39501

March 19, 2020

HARRIS HIRAM & MARY L -EST-
C/O NATALINE HARRIS JONES
3507 NUNALLY STREET
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811G-04-027.001
1640 20TH ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

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OBTAIN PERMIT & DEMOLISH STRUCTURE
REMOVE AND HAUL OFF ALL TRASH & DEBRIS

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Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: ELLA HOLMES-HINES

Case Number: 5623



Mar 19, 2020



Mar 19, 2020

MEMORANDUM – CITY OF GULFPORT

Date: MARCH 24, 2020

To: Mayor Billy Hewes
City Council Members

From: Greg Pietrangelo, Director
Department of Urban Development

Re: Code Enforcement 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 7th Day Of April, 2020.

**Please place the attached item on the above referenced council agenda for
approval/authorization to advertise.**

MEMORANDUM – CITY OF GULFPORT

Date: MARCH 24, 2020

To: Mayor Billy Hewes
City Council Members

From: Department of Urban Development
Code Enforcement

Subject: Approval To Advertise

RE: Resolutions Declaring Property In A State Of Uncleanliness To Be A Menace To The Public Health And Safety Of The Community And Authorizing Lot Clean-Up and/or Demolitions And For The Approval To Advertise For Bids To Be Presented On The 7TH Day Of April, 2020, To The City Council:

WARD 3

Parcel 1: 0811C-05-022.000. 1.9 AC(C) BEG 250 FT W OF SE COR OF BLK 32 ORIG GPT ON N MAR OF 25TH ST N 350 FT W 360 FT S 350 FT TO 25TH ST E ALONG ROAD 60 FT N 150 FT E 275 FT S 150 FT TO ROAD E ALONG ROAD 25 FT TO POB BEING LOTS 1-8 & 21-28 BLK 33 ORIG GPT AND PART OF 26TH & 27TH AVE NOW VACATED SEC 4/8/2011. 2550 PASS RD. REMOVE AND HAUL OFF ALL TRASH & DEBRIS, SECURE OPENINGS - (2) TACK WELDS/OPPOSITE SIDES ON BOTTOM OF DOOR. (WALROTH FRANCES T) CASE: 5607

Parcel 2: 0811G-04-027.001. N 1/2 OF LOTS 1 & 2 BLK 21 SORIA CITY SEC 3-8-11. 1640 20TH ST. DEMOLISH STRUCTURE, REMOVE AND HAUL OFF ALL TRASH & DEBRIS. (HARRIS HIRAM & MARY L -EST-) CASE: 5623

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 7th day of April, 2020, 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:

- Parcel 1: 0811C-05-022.000. 1.9 AC(C) BEG 250 FT W OF SE COR OF BLK 32 ORIG GPT ON N MAR OF 25TH ST N 350 FT W 360 FT S 350 FT TO 25TH ST E ALONG ROAD 60 FT N 150 FT E 275 FT S 150 FT TO ROAD E ALONG ROAD 25 FT TO POB BEING LOTS 1-8 & 21-28 BLK 33 ORIG GPT AND PART OF 26TH & 27TH AVE NOW VACATED SEC 4/8/2011. 2550 PASS RD. REMOVE AND HAUL OFF ALL TRASH & DEBRIS, SECURE OPENINGS - (2) TACK WELDS/OPPOSITE SIDES ON BOTTOM OF DOOR. (WALROTH FRANCES T) CASE: 5607
- Parcel 2: 0811G-04-027.001. N 1/2 OF LOTS 1 & 2 BLK 21 SORIA CITY SEC 3-8-11. 1640 20TH ST. DEMOLISH STRUCTURE, REMOVE AND HAUL OFF ALL TRASH & DEBRIS. (HARRIS HIRAM & MARY L -EST-) CASE: 5623

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 _____, 2019.

(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 _____, 2019.

APPROVED:

MAYOR

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: March 25, 2020

Re: Resubdivision 2002PC016, by owners Brian & Barbara Maher, tax parcel 0911C-02-037.000, Divide into two new parcels, 2nd St, Zoned R-1-7.5 (Single-family), Ward 2

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Hancock

Second: Mrs. Adolph

KEITH WILLIAMS	– Chairman
HAROLD SPANN	– Yea
COLETTE TOWLES	– Absent
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Absent
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Absent
BRANDON ELLIOTT	– Yea
TIM DAIGLE JR	– Yea

Action: Motion carries unanimously

Speaking for the Petition:

1. Barbara Maher

Speaking against the Petition: None

On February 27, 2020, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for April 7, 2020.

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 2002PC016

Hearing Date: February, 20, 2020

Current Zoning/Use: R-1-7.5 / Vacant

Legal: Resubdivision 2002PC016, by owners Brian & Barbara Maher, tax parcel 0911C-02-037.000, Divide into two new parcels, 2nd St, Zoned R-1-7.5 (Single-family), Ward 2

TECHNICAL DETAILS

The applicant requests to divide a parcel of property on 2nd Street that once had a single family home before it was expunged by Hurricane Katrina. Approximately 100 feet wide, the property needed variances to deviate from the ordinance standard of 60 feet wide. Variance 1909ZB108 was approved in September of 2019 which would allow for the division of this property in the manner proposed by the application.

The Gulfport Subdivision Regulations require that:

1. Each new lot created is in compliance with appropriate zoning ordinances, building codes, and restrictive covenants, if any;
2. Each new lot created shall have direct access to a dedicated public street for at least 35 feet; and
3. Each new lot created shall have available capacity for water and sewer

The proposed parcels are located adjacent to existing city rights-of-way, are protected by Gulfport Fire and Police, and will have capacity for city water and sewer. The applicant states there are no protective or restrictive covenants which would prevent the resubdivision of the parcels.

Any approval should consider these conditions:

1. All water, sewer, and drainage issues need to be coordinated through Public Works.
2. All construction shall comply with all City Building Codes and Ordinances.

DEPARTMENTAL CONDITIONS

Engineering: Conditions. Coordinate water and sewer through Public Works. Memo dated 2/14/20.

Public Works: Conditions. All water, sewer, and drainage issues need to be coordinated through Public Works. Memo dated 2/06/20.

Traffic and Safety: No conditions. Memo dated 2/18/20.

Technical Report

Resubdivision

Building Code Services: Conditions. All construction shall comply with all City Building Codes and Ordinances. Memo dated 2/06/20.

GIS: No conditions. Memo dated 2/11/20.

Police Department: No conditions. Memo dated 2/06/20.

Fire Department: No conditions. Memo dated 2/06/20.

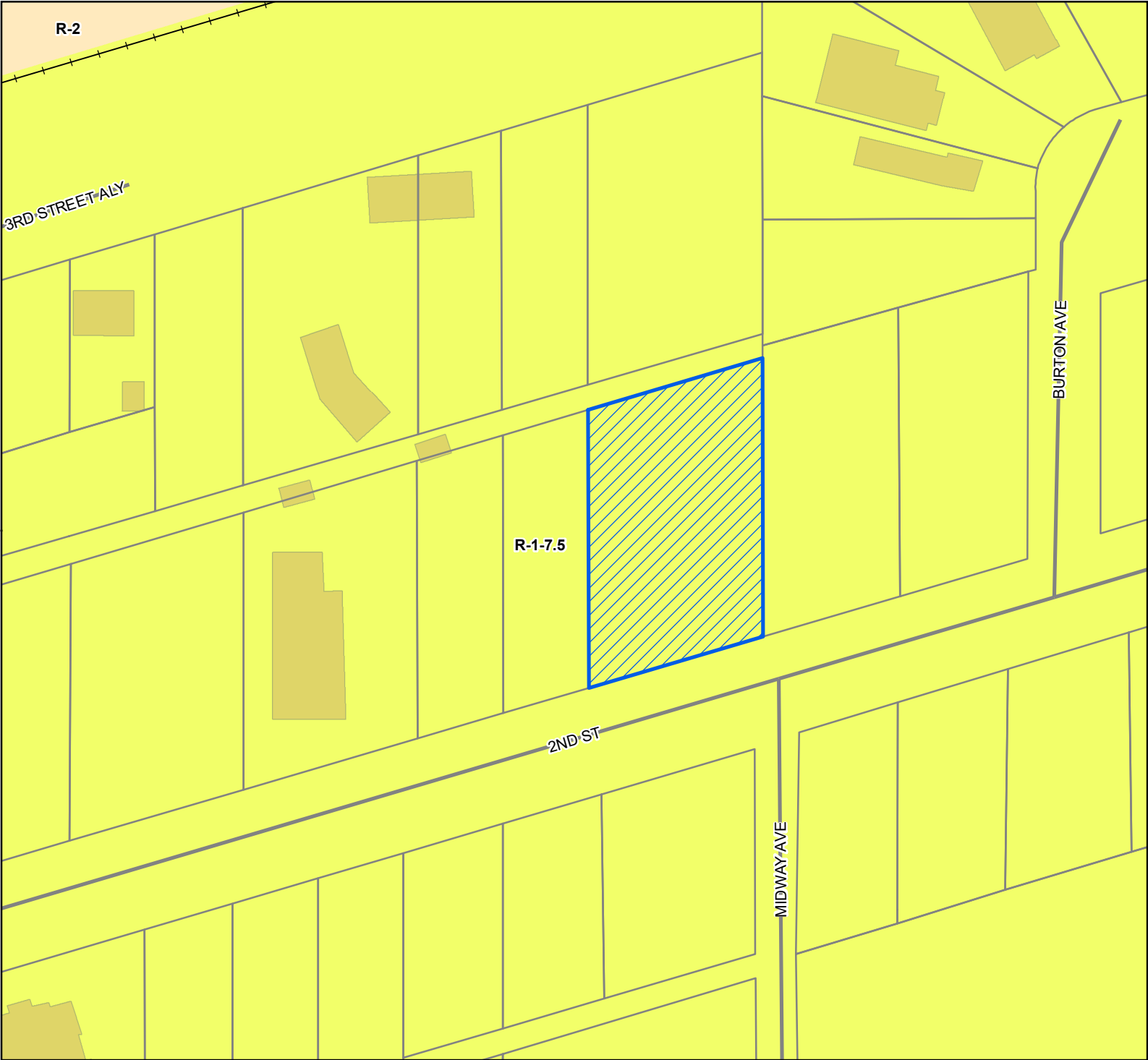
Leisure Services: No conditions. Memo dated 2/06/20.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Pietrangelo
Director of Urban Development Department

h.12



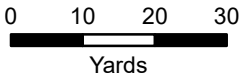
Legend

- Site
- Street
- Railroad
- Parcels
- Buildings

Zoning

- R-1-7.5 - Single Family Residence District (Low Density)
- R-2 - Single Family Residence District (Medium Density)

Site Information
0911C-02-037.000
Zoning: R-1-7.5 (Single-family)
Size: 16,786 Square Feet
Flood: X, AE



1 inch = 80 feet



DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the information contained on this map are expressed or implied.



CITY OF GULFPORT
Urban Development - Planning Division
1410 24th Avenue
Gulfport, MS 39501
(228) 868-5710

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

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(If necessary, use separate sheet of paper)

For Staff Use Only

Case Number: 2002PC016

Date Received: 1/2/20

Receipt Number: _____

Received By: M. Webb

Zoning: _____

Ward: _____ Flood: _____

Size: _____

Address of Property Involved: #402 2ND STREET, GULFPORT 39507

Lot(s) 15-18, Block(s) 7, Subdivision HEWES ADDITION

General Location: ON 2ND ST. BETWEEN SEARLE AVE (W) & BURTON AVE (E)

GENERAL DESCRIPTION OF REQUEST:

TO RE-SUBDIVIDE ONE PARCEL INTO TWO
PARCELS: PARCEL A & PARCEL B

OWNERSHIP AND CERTIFICATION:

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the herein described request.

OWNER

AGENT

BRIAN D. MAHER

Printed Name of Owner

#13 OLD OAK LANE

Mailing Address

GULFPORT, MS 39503

City

State

Zip code

228-806-1672 228 896 6586

Home Phone

Work/Cell Phone

bsmaher59@gmail.com

Email

Brian D. Maher

Signature of Owner

Printed Name of Agent

Mailing Address

City

State

Zip code

Home Phone

Work/Cell Phone

Email

Signature of Agent

If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures.



SECTIONS A. THROUGH G. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

This page must be completed if the property or properties involved have more than one owner. All persons listed as owners to the property or properties listed on page one must complete and sign this part of the application.

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or authorized to act as the owner's agent for herein described request.

NAME OF OWNER (PRINT) BARBARA S. MAHER

ADDRESS (STREET, CITY, STATE, ZIP CODE) #13 OLD OAK LANE, GULFPORT, MS 39503

PHONE # (H) 228-806-1672 (W) _____

TAX PARCEL NUMBER(S) OWNED 0911C-02-037.000

SIGNATURE: Barbara S. Maher

NAME OF OWNER (PRINT) Bar

ADDRESS (STREET, CITY, STATE, ZIP CODE) _____

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE) _____

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES PERSON/AGENT FOR YOU: _____

Jan 2, 2020

there are no restrictive or protective
covenants prohibiting the resubdivision
of this parcel of land.

Sincerely,

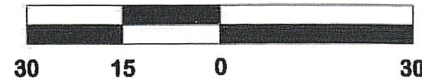
Barbara Maher

January 2, 2020

Matilda Welch
Notary.



SCALE: 1" = 30'
SCALE IN FEET



REFERENCE MAP:

Survey of subject property + 2 lots adjacent to west prepared by J. Michael Cassady on October 20, 2015.

REFERENCE BEARINGS:

The bearings shown hereon are based on the "Mississippi State Plane Coordinate System - East Zone - NAD 83" using GPS GCGC-RTN System accessed on December 5, 2019.

(*) Represents the Basis of Bearings. Distances shown are U.S. Survey feet.

FEMA FLOOD ZONE AND HAZARDS:

This lot is located in Flood Zones "AE" (18) & "X500" Areas of/per FEMA Map Community Panel Number 28047C 0268 G for Harrison County, Mississippi dated December 21, 2017. Base Flood Elevation is subject to change and should be verified with the local authority's Flood Plain Administrator before any design or construction.

NOTES:

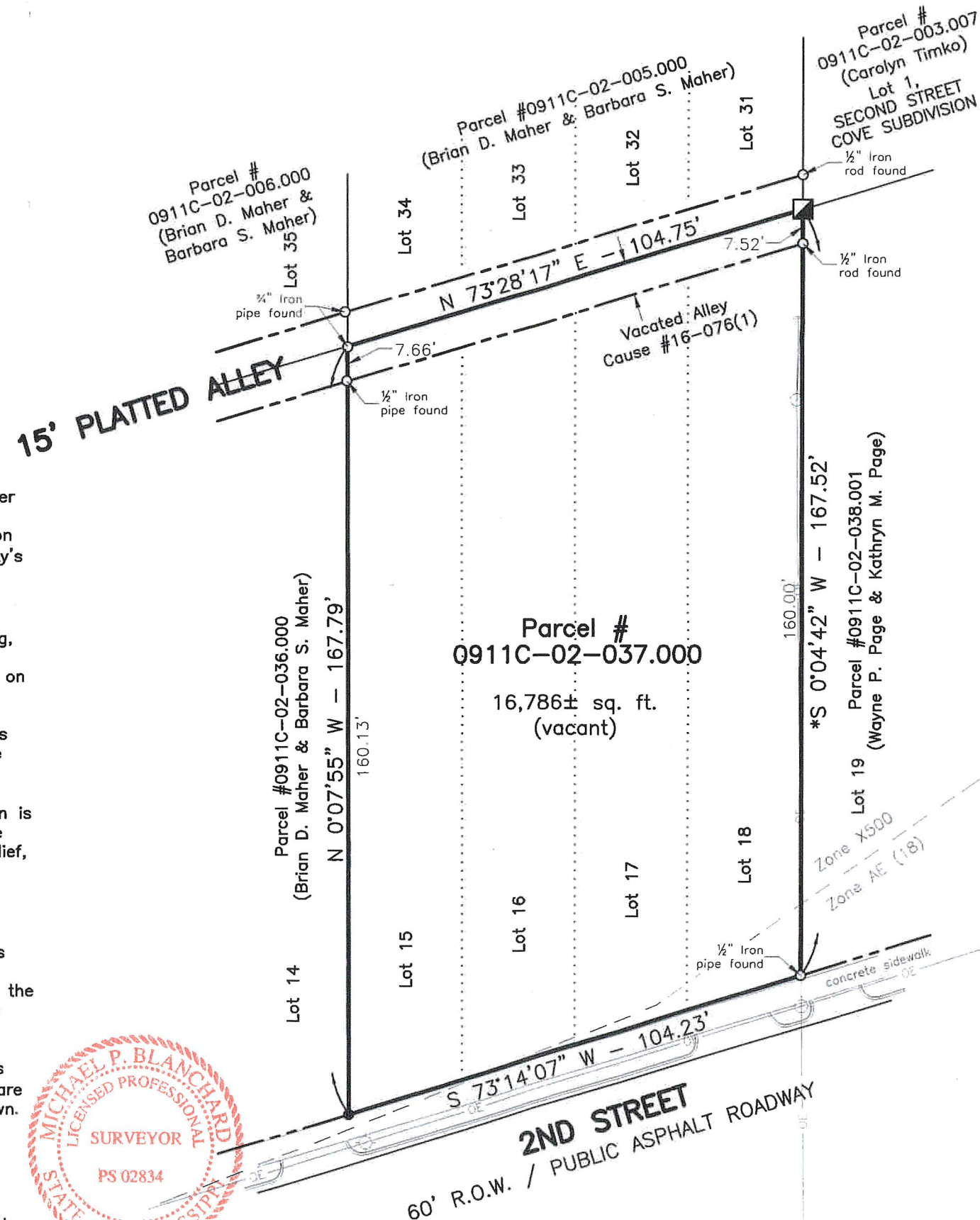
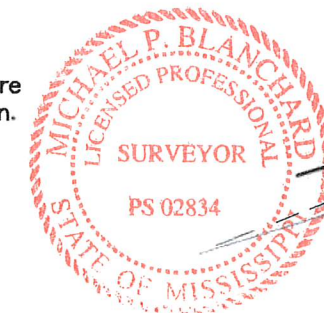
- 1.) No attempt has been made by Cassady-Acadia Land Surveying, L.L.C. to verify title, actual legal ownership, deed restrictions servitudes, easements, alleys, right-of-ways or other burdens on the property, other than that furnished by the client or his representative. There is no representation that all applicable servitudes and restrictions are shown hereon. The surveyor has made no title search or public record search in compiling the data for this survey.
- 2.) The words "Certify," "Certifies" or "Certification" as used herein is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information, and belief, as such, it does not constitute a guarantee nor a warranty, expressed or implied.

CERTIFICATION:

This is to certify to BRIAN & BARBARA MAHER that this survey was done by me or under my direct supervision and control, that the survey was done on the ground and was done in accordance with the most recent Minimum Standards of Practice for Land Surveyors as set forth by the State of Mississippi, Board of Licensure for Professional Engineers and Surveyors and that the accuracy specification and positional tolerances are in accordance with Class "C" surveys indicated in the above standards. I also certify there are no visible encroachments across any property lines except as shown.


Michael P. Blanchard, PS, Reg. No. 2834

This survey plat is not valid without the raised or colored seal and signature of the Registered Land Surveyor.



LEGEND

FOUND PROPERTY CORNER (AS NOTED)	○
SET 3/4" IRON ROD (UNLESS NOTED OTHERWISE)	●
FOUND CONCRETE RIGHT OF WAY MARKER	◼
EXISTING POWER POLE	⊙
EXISTING POWER POLE WITH LIGHT	⊙
EXISTING GUY ANCHOR	→
EXISTING OVERHEAD POWER LINE	—OE—

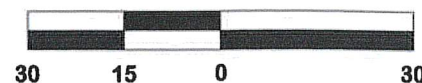
RESUBDIVISION SURVEY OF PARCEL 0911C-02-037.000 INTO PARCEL A & PARCEL B CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI FOR BRIAN & BARBARA MAHER

SHEET 1 OF 4

 **CASSADY-ACADIA**
LAND SURVEYING, LLC
Louisiana • Mississippi • Texas
1714 22nd Avenue, Gulfport, Mississippi 39501
Phone • (228)896-7155 Fax • (228)896-8405
Email • Surveys@Cassady-Acadia.com

FIELD WORK COMPLETED ON: December 18, 2019

SCALE: 1" = 30'
SCALE IN FEET



REFERENCE MAP:

Survey of subject property + 2 lots adjacent to west prepared by J. Michael Cassidy on October 20, 2015.

REFERENCE BEARINGS:

The bearings shown hereon are based on the "Mississippi State Plane Coordinate System - East Zone - NAD 83" using GPS GCGC-RTN System accessed on December 5, 2019.

(*) Represents the Basis of Bearings. Distances shown are U.S. Survey feet.

FEMA FLOOD ZONE AND HAZARDS:

This lot is located in Flood Zones "AE" (18) & "X500" Areas of/per FEMA Map Community Panel Number 28047C 0268 G for Harrison County, Mississippi dated December 21, 2017. Base Flood Elevation is subject to change and should be verified with the local authority's Flood Plain Administrator before any design or construction.

NOTES:

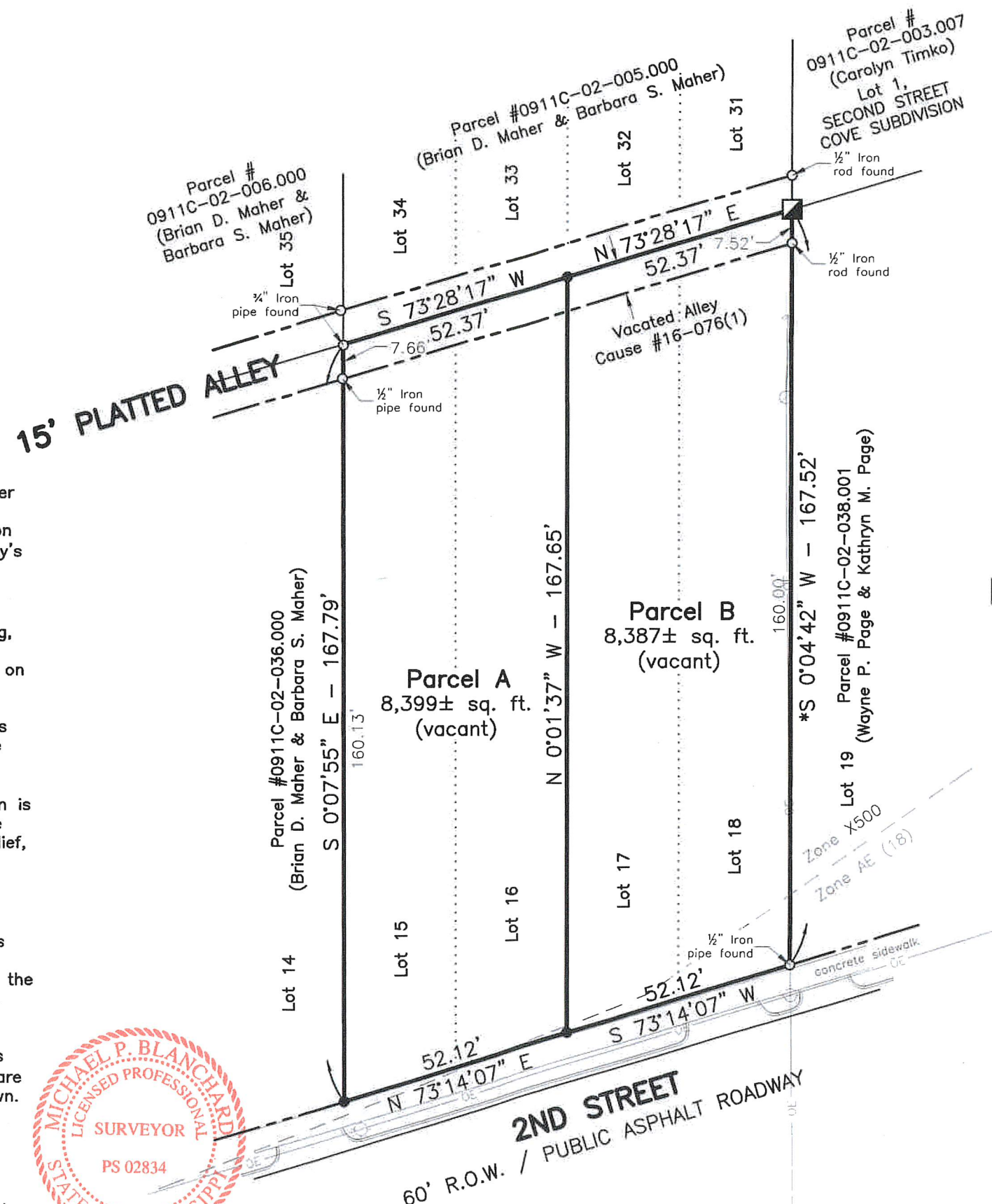
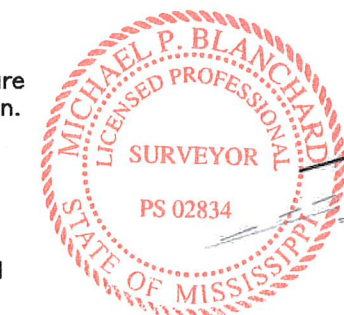
- 1.) No attempt has been made by Cassidy-Acadia Land Surveying, L.L.C. to verify title, actual legal ownership, deed restrictions servitudes, easements, alleys, right-of-ways or other burdens on the property, other than that furnished by the client or his representative. There is no representation that all applicable servitudes and restrictions are shown hereon. The surveyor has made no title search or public record search in compiling the data for this survey.
- 2.) The words "Certify," "Certifies" or "Certification" as used herein is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information, and belief, as such, it does not constitute a guarantee nor a warranty, expressed or implied.

CERTIFICATION:

This is to certify to BRIAN & BARBARA MAHER that this survey was done by me or under my direct supervision and control, that the survey was done on the ground and was done in accordance with the most recent Minimum Standards of Practice for Land Surveyors as set forth by the State of Mississippi, Board of Licensure for Professional Engineers and Surveyors and that the accuracy specification and positional tolerances are in accordance with Class "C" surveys indicated in the above standards. I also certify there are no visible encroachments across any property lines except as shown.


Michael P. Blanchard, PS, 12/19/2019
Reg. No. 2834

This survey plat is not valid without the raised or colored seal and signature of the Registered Land Surveyor.



LEGEND

FOUND PROPERTY CORNER (AS NOTED)	○
SET 3/4" IRON ROD (UNLESS NOTED OTHERWISE)	●
FOUND CONCRETE RIGHT OF WAY MARKER	◼
EXISTING POWER POLE	⊗
EXISTING POWER POLE WITH LIGHT	⊗
EXISTING GUY ANCHOR	→
EXISTING OVERHEAD POWER LINE	—OE—

RESUBDIVISION SURVEY OF PARCEL 0911C-02-037.000 INTO PARCEL A & PARCEL B CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI FOR BRIAN & BARBARA MAHER

SHEET 2 OF 4

 **CASSADY-ACADIA**
LAND SURVEYING, LLC Since 1947
Louisiana • Mississippi • Texas
1714 22nd Avenue, Gulfport, Mississippi 39501
Phone • (228)896-7155 Fax • (228)896-8405
Email • Surveys@Cassady-Acadia.com

FIELD WORK COMPLETED ON: December 18, 2019

CERTIFICATE OF RESUBDIVISION

In accordance with Section 9-48 of the Code of Ordinance (Subdivision Regulations) of the City of Gulfport as amended, it is hereby certified that the Gulfport City Planning Commission Chairman and Gulfport City Council have reviewed and approved this Final Plat for the Resubdivision of "PARCEL 0911C-02-037.000" in Section 02, Township 08 South, Range 11 West into Parcel "A" and Parcel "B". The subject property is generally described as being located north of 2nd Street. The ad valorem tax parcel number of the subject property is 0911C-02-037.000 (Deed Book 1154, Page 378). The Case File Number is _____.

LEGAL DESCRIPTION OF LANDS PRIOR TO THIS RESUBDIVISION (PER DEED):

PROPERTY OF BRIAN D. MAHER & BARBARA S. MAHER:
PARCEL NO. 0911C-02-037.000

Lots 15 through 18, inclusive, Block 7, HEWES ADDITION (Plat Book 3, Page 10) and the South $\frac{1}{2}$ of the vacated alley lying North and adjacent to said lots as recorded in Chancery Cause #16-0761(1), City of Gulfport, First Judicial District of Harrison County, Mississippi.

LEGAL DESCRIPTIONS OF THE (2) PARCELS CREATED BY THIS RESUBDIVISION:

LEGAL DESCRIPTION OF PARCEL A: AS PER SURVEY

Lots 15 and 16, Block 7, HEWES ADDITION (Plat Book 3, Page 10) and the South $\frac{1}{2}$ of the vacated alley lying North and adjacent to said lots as recorded in Chancery Cause #16-0761(1), City of Gulfport, First Judicial District of Harrison County, Mississippi.

LEGAL DESCRIPTION OF PARCEL B: AS PER SURVEY

Lots 17 and 18, Block 7, HEWES ADDITION (Plat Book 3, Page 10) and the South $\frac{1}{2}$ of the vacated alley lying North and adjacent to said lots as recorded in Chancery Cause #16-0761(1), City of Gulfport, First Judicial District of Harrison County, Mississippi.

RESUBDIVISION SURVEY
OF
PARCEL 0911C-02-037.000
INTO PARCEL A & PARCEL B
CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI
FOR
BRIAN & BARBARA MAHER

SHEET 3 OF 4

 **CASSADY-ACADIA**
LAND SURVEYING, LLC *Since 1947*
Louisiana • Mississippi • Texas
1714 22nd Avenue, Gulfport, Mississippi 39501
Phone • (228)896-7155 Fax • (228)896-8405
Email • Surveyse@Cassady-Acadia.com

FIELD WORK COMPLETED ON: December 18, 2019

The applicant hereby covenants and agrees to indemnify and hold harmless the City of Gulfport, its agents, servants, and/or employees against any and all claims, demands, or causes of action of whatever nature which may arise as a result of the action of the Planning Commission, its agents, and/or employees concerning the petition for resubdivision of the real property described herein.

Ratified and Approved by:

Brian D. Maher
(Signature)

By: Brian D. Maher, Owner

This 21 day of December, 2019.

ACKNOWLEDGE

Before me, the undersigned, personally appeared the aforementioned Brian D. Maher, who acknowledged that he is the Owner and he accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

[Signature]
NOTARY PUBLIC

My Commission Expires: Dec. 2 2023

Ratified and Approved by:

Barbara S. Maher
(Signature)

By: Barbara S. Maher, Owner

This 21 day of December, 2019.

ACKNOWLEDGE

Before me, the undersigned, personally appeared the aforementioned Barbara S. Maher, who acknowledged that she is the Owner and she accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

[Signature]
NOTARY PUBLIC

My Commission Expires: Dec. 2 2023



RESUBDIVISION SURVEY
OF
PARCEL 0911C-02-037.000
INTO PARCEL A & PARCEL B
CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI
FOR
BRIAN & BARBARA MAHER

PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the _____ day of _____, 2019.

Gulfport City Planning Commission
Keith Williams

Planning Division Administrator
Gregory Holmes

APPROVAL

Submitted to and approved by the City of Gulfport, City Council, at the regular meeting of said Council held on the _____ day of _____, 2019.

ATTEST:

ADOPT:

CLERK OF COUNCIL
Brittany Rogers

PRESIDENT OF COUNCIL
F. B. "Rusty" Walker

This resubdivision plat and Certificate of Resubdivision, having been submitted and approved by the Mayor, this _____ day of _____, 2019.

BILLY HEWES, MAYOR

SHEET 4 OF 4

 **CASSADY-ACADIA**
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Phone • (228)896-7155 Fax • (228)896-8405
Email • Surveys@Cassady-Acadia.com

FIELD WORK COMPLETED ON: December 18, 2019

**RE: Resubdivision 2002PC016, by owners Brian & Barbara Maher,
tax parcel 0911C-02-037.000, Divide into two new parcels, 2nd St,
Zoned R-1-7.5 (Single-family), Ward 2**

To Whom It May Concern:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, February 27, 2020**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Planning Commission for **Thursday, February 27, 2020**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. Finally, the application is available for viewing in the Planning Division office at 1410 24th Avenue.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	30164	0911C-02-037.000	MAHER BRIAN D & BARBARA S	13 OLD OAK LN	GULFPORT	MS	39503
			Adjacent Property Owners				
	30162	0911C-02-035.000	ALLEN MISSY K	11498 BRIARSTONE PLACE	GULFPORT	MS	39503
N	129175	0911C-02-035.002	ALLEN MISSY K	11498 BRIARSTONE PLACE	GULFPORT	MS	39503
	30163	0911C-02-036.000	MAHER BRIAN D & BARBARA S	13 OLD OAK LANE	GULFPORT	MS	39503
N	30167	0911C-02-005.000	MAHER BRIAN D & BARBARA S	13 OLD OAK LANE	GULFPORT	MS	39503
N	30168	0911C-02-006.000	MAHER BRIAN D & BARBARA S	13 OLD OAK LANE	GULFPORT	MS	39503
	32272	0911C-02-046.000	BENNETT RITA CHILDREN TRUST & RICHARD	13 VILLA COVE DR	GULFPORT	MS	39507
	102784	0911C-02-044.001	KNOX EDWARD	14765 N SWAN RD	GULFPORT	MS	39503
	108974	0911C-02-003.005	DE MAURIAC GWENN -TRUSTEE- GWENN DE	1807 BURTON AVE	GULFPORT	MS	39507
	32271	0911C-02-045.000	MARTIN PETER F JR & WF	21 WOODGLEN DR	GULFPORT	MS	39507
	30165	0911C-02-038.000	PAGE WAYNE P & KATHRYN M	2918 LAUREL MIST COURT	KINGWOOD	TX	77345
N	32256	0911C-02-049.000	PAGE WAYNE P & KATHRYN M	2918 LAUREL MIST COURT	KINGWOOD	TX	77345
N	32254	0911C-02-047.000	PAGE WAYNE P & KATHRYN M	2918 LAUREL MIST CT	KINGWOOD	TX	77345
N	129165	0911C-02-050.001	PAGE WAYNE P & KATHRYN M	2918 LAUREL MIST CT	KINGWOOD	TX	77345
N	129166	0911F-01-007.000	PAGE WAYNE P & KATHRYN M	2918 LAUREL MIST CT	KINGWOOD	TX	77345
N	138452	0911C-02-038.001	PAGE WAYNE P & KATHRYN M	2918 LAUREL MIST CT	KINGWOOD	TX	77345
	30161	0911C-02-034.000	PHILLIPS DANIEL S & ERIN DEANNE	410 SECOND STREET	GULFPORT	MS	39501
	32255	0911C-02-048.000	MILLS REBECCA M	4933 BLUEGRASS PKWY	TUSCALOOSA	AL	35406
	93703	0911C-02-039.001	GRIMES SAMUEL G & LYNNE J	686 OAHU CT	DIAMONDHEAD	MS	39525
	108971	0911C-02-003.007	TIMKO CAROLYN	774 MCLANE LANE	BILOXI	MS	39532
N	32252	0911F-01-006.001	ALFONSO CARLENE & KETCHINGS WA	9153 LORRAINE RD	GULFPORT	MS	39503
N	32253	0911F-01-006.000	ALFONSO CARLENE & KETCHINGS W	9153 LORRAINE RD	GULFPORT	MS	39503
	56311	0911C-02-052.000	ALFONSO CARLENE ETAL	9153 LORRAINE RD	GULFPORT	MS	39503
	108969	0911C-02-003.006	PADGETT PATTY GAYE	P O BOX 6431	GULFPORT	MS	39506

Ad Order Information

<u>Ad Number</u>	<u>Ad Type</u>	<u>Production Method</u>	<u>Production Notes</u>
0004557109-01	BLX-Legal Liner	AdBooker	

<u>External Ad Number</u>	<u>Ad Attributes</u>	<u>Ad Released</u> No	<u>Pick Up</u>
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<u>Ad Size</u>	<u>Color</u>
1 X 34 li	

<u>Product</u>	<u>Placement</u>	<u>Times Run</u>	<u>Schedule Cost</u>
BLX- SunHerald	0300 - Legals Classified	1	\$23.52

<u>Run Schedule Invoice Text</u>	<u>Position</u>
LEGAL NOTICE PUBLIC HEARING In conforman	0301 - Legals & Public Notices

Run Dates
02/12/2020

LEGAL NOTICE PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, February 20, 2020 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

1. Resubdivision 1911PC136, by agent Heinrich and Associates, tax parcels 07110-03-074.000, 07110-03-073.000, 07110-03-073.001, and 07110-03-096.000, Divide into 7 new parcels, Woodward Ave and Alston Ave, Zoned T3 (Sub-Urban Zone), Ward 2

2. Resubdivision 2002PC016, by owners Brian & Barbara Maher, tax parcel 0911C-02-037.000, Divide into two new parcels, 2nd St, Zoned R-1-7.5 (Single-family), Ward 2

This the 6th day of February, 2020

Keith Williams, Chairman

City of Gulfport Planning Commission

CITY OF GULFPORT PLANNING COMMISSION

2002PC016

TRANSCRIPT OF HEARING

February 27, 2020

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 27TH DAY OF FEBRUARY 2020
COMMENCING AT 4:30 P.M. AND REPORTED BY
NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

COMMISSION MEMBERS PRESENT:

KEITH WILLIAMS, President
WILLIAM "PRINCE" JONES
VIRGINIA ADOLPH
B.J. SELLERS
BRANDON ELLIOTT
HAROLD SPANN
TIM DAIGLE, JR.
DOUG HANCOCK

STAFF PRESENT:

GREG HOLMES
SU-LIN BOLIN
EMMA STRONG

1 1. Resubdivision 2002PC016

2 MS. STRONG: Resubdivision 2002PC016 has been
3 duly and timely noticed as required by law. The applicant
4 requests to divide property into two new parcels on Second
5 Street zoned R-1-7.5, Ward 2. A copy of the packet
6 considered is hereby offered to the record.

7 MR. WILLIAMS: Thank you.

8 If you'll come up and give us your name and
9 address and just explain to us quickly what you're looking
10 at doing.

11 MS. MAHER: My name is Barbara Maher. And I
12 live at 13 Old Oak Lane, Gulfport.

13 I lived on Second Street for 15 years and
14 have kept that lot all this time. And there are people
15 interested in it. They want to split it. And so we can do
16 that.

17 MR. WILLIAMS: All right. Any questions of
18 the applicant? You've got the information in there, and
19 there's a copy of the survey as it currently exists, and
20 then the survey of the resubdivision or after the division.

21 Any questions?

22 All right. If something comes up, we'll
23 bring you back up. Thank you.

24 You can sit there if you want. That will be
25 good.

1 So anyone here to speak against it?

2 Commissioners, you all have had a chance to
3 review the resubdivision and the package. I'll take any
4 questions or comments or a motion, please.

5 MR. HANCOCK: Mr. Chairman, I move we approve
6 Case File Number 2002PC016 with the conditions that were
7 listed in the packet.

8 MR. WILLIAMS: All right. Have a motion to
9 approve with conditions. Do I have a second?

10 MS. ADOLPH: Second.

11 MR. WILLIAMS: Any further discussion? If
12 not, all those in favor signify by saying aye. Any opposed?

13 All right. It's been approved.
14 Congratulations.

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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 _____, 2020, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE TO ESTABLISH A LEISURE AND RECREATION DISTRICT WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF GULFPORT, MISSISSIPPI, AND DESIGNATE THE GEOGRAPHIC AREAS INCLUDED WITHIN AND BOUNDARIES OF SAID DISTRICT; AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi, is a duly organized and incorporated municipality pursuant to Section 21-8-1, et seq., of the Mississippi Code of 1972 (as amended); and

WHEREAS, during the 2016 Legislative Session, the Legislature of the State of Mississippi enacted House Bill 1223 which permits and authorizes certain municipalities in the State of Mississippi to establish "Leisure and Recreation Districts" and to designate the geographic areas included within and the boundaries of said districts; and

WHEREAS, the Governor signed House Bill 1223 into law, and the same was effective on and after July 1, 2016; and

WHEREAS, House Bill 1223 requires that an Ordinance which establishes a "Leisure and Recreation District" shall "include a detailed description of the area or areas within the district, the boundaries of the district and a georeferenced map of the district" as well as a description of the "manner in which the municipality will provide for adequate law enforcement and other public safety measures and services within the district" and

WHEREAS, municipalities which create "Leisure and Recreation Districts" authorize business entities that hold alcoholic beverage permits issued by the Department of Revenue and that are located within the boundaries of the "Leisure and Recreation District" to allow patrons to leave the licensed premises with an open container of alcohol and allow those patrons to carry and consume alcoholic beverages within a designated "Leisure and Recreation District"; and

WHEREAS, the governing authority of the City of Gulfport, Mississippi, has determined and hereby finds that the City of Gulfport, Mississippi, would benefit from the establishment of a "Leisure and Recreation District" within the City of Gulfport, generally in the Mississippi City/east Gulfport area, by enhancing pedestrian-oriented areas; and

WHEREAS, the governing authority of the City of Gulfport, Mississippi, has further determined that establishment of a "Leisure and Recreation District" in the entire City of Gulfport would be in the best interests of the City of Gulfport; and

WHEREAS, nothing herein is intended to confer any rights or entitlement as the sale of alcohol within an area designated as a "Leisure and Recreation District" is a privilege and not a right and is subject at all times to reasonable regulation; and

WHEREAS, subject to the terms and limitations of House Bill 1223 (2016 Legislative Session) and this Ordinance, the City of Gulfport hereby establishes a "Leisure and Recreation District" in the City of Gulfport area as more fully set forth herein.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. *Creation and establishment of district.* Under the authority granted in Section 1 of House Bill 1223 (2016 Legislative Session), there is hereby established a "Leisure and Recreation District" in the City of Gulfport within the geographic areas and within such boundaries as represented on the geo-referenced Map which is attached hereto as Exhibit 1 and fully incorporated herein.

SECTION 2. *Name and boundaries of district.* The "Leisure and Recreation District" established herein shall be known as the "Gulfport Social District" (hereinafter "the District") and shall have the following as its boundaries: the boundaries of the City of Gulfport as outlined in Section 1-13 of the City of Gulfport's Code of Ordinances and as such may be amended in the future and as represented on the geo-referenced Maps which are attached hereto as Exhibit 1 and fully incorporated herein.

SECTION 3. *Outside Consumption of Alcoholic Beverages Permitted; Conditions.* Any on premise **retail** alcoholic beverage **permittee (hereinafter, "permittee")** located within the District shall comply with all laws, rules and regulations which govern its license type, except that a patron, guest or member of that licensee may remove an open container of alcoholic beverage and/or wine from the licensed premises and may possess and consume the alcoholic beverage and/or wine outside of the licensed premises anywhere within the boundaries of the District subject to the following regulations:

- A. A person may not enter a licensed premise with an alcoholic beverage, whether acquired at that licensed premises or elsewhere.
- B. A permittee located in the District may allow alcoholic beverages to be removed from the licensed premises only in a paper, styrofoam or plastic cup, not larger than 16 fluid ounces in size, or in a capped or lidded plastic, styrofoam or paper container, not larger than one gallon in size, and no such alcoholic beverages shall be removed from the licensed premises in a can, bottle, glass container or other container, except as otherwise allowed by law.
- C. No permittee shall allow a patron, guest or member to exit its licensed premises with more than one container of alcoholic beverages, and it shall be unlawful for any person to exit such licensed premises with more than one such open container.
- D. Permittees located in the District shall post, at all points of egress from the licensed premises, a map of the boundaries of the District in which it is located. The map shall be provided, either in electronic or paper form, to those permittees by the City upon request of the permittees.
- E. Nothing in this ordinance shall be construed to require a permittee located in the District to allow its patrons to remove alcoholic beverages and/or wine, in open containers, from the licensed premises.

SECTION 4. *Light wine and beer.* Within the boundaries of the District, the removal of light wine and beer in glass containers or bottles from the licensed premises of a permittee is strictly prohibited. However, a permittee may allow light wine and beer to be removed from the licensed premises in a paper or plastic cup, not larger than 16 fluid ounces in size.

SECTION 5. *Public safety measures.* Enforcement of the boundaries of the District shall be the responsibility of the Police Department. In addition, the Police and Fire Departments shall provide public safety services within the District in the same manner it provides those services in the remainder of the City.

SECTION 6. *Definition of alcoholic beverages.* For the purposes of this Ordinance, the term "alcoholic beverages" shall mean any alcoholic liquid, including wines of more than five percent (5%) of alcohol by weight, capable of being consumed as a beverage by a human being, but shall not include light wine and beer, as defined in Section 67-3-3, Mississippi Code of 1972, but shall include native wines.

SECTION 7. The City reserves the right to modify or repeal this Ordinance, and any district designation created hereunder, at any time, with or without notice.

SECTION 8. All ordinances or parts thereof in conflict with this ordinance are hereby declared to be inapplicable within the geographic boundaries of the "Leisure and Recreation District" created herein.

SECTION 9. This Ordinance shall supersede and repeal any other ordinances establishing Leisure and Recreation Districts in the City of Gulfport.

SECTION 10. Upon receiving unanimous vote of the members of the City Council, this ordinance shall be in full force and effect immediately, because it serves the public peace, health and safety of the citizens of Gulfport and will immediately encourage enhancement of the tourism industry in the City of Gulfport, which has been damaged by Hurricane Katrina and the

Deepwater Horizon Oil Spill, the opening of the Bonne Carre Spillway and the COVID-19 Pandemic. Otherwise, it shall become effective thirty (30) days after its passage. It shall be published according to law, spread on the minutes of the Gulfport City Council, and the Council Clerk shall provide a certified copy of this Ordinance and other required documents to the Mississippi Department of Revenue upon its enactment.

The above and foregoing Ordinance, 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	<u>ABSENT</u>
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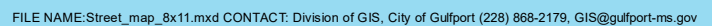
WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2020.

(SEAL)

ATTEST:	ADOPTED:
 _____	 _____
CLERK OF THE COUNCIL	PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2020.

MAYOR



**LIST OF KNOWN PERMIT HOLDERS IN THE
GULFPORT SOCIAL DISTRICT (LEISURE AND RECREATION DISTRICT)**

<u>DBA</u>	<u>ADDRESS</u>	<u>PERMIT HOLDER</u>
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All permittees located within the corporate boundaries of the City of Gulfport, Mississippi.

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 _____, 2020, the following Order:

ORDER TO FILE FORM OF ORDINANCE CONCERNING

ELECTRIC FRANCHISE WITH CITY CLERK

WHEREAS, Mississippi Power Company has requested the Municipality of Gulfport, Mississippi, to cause a franchise to be issued to it for a period of twenty-five (25) years, which proposed franchise ordinance would provide for the payment to Gulfport, a sum equal to the greater of 3% of Mississippi Power Company's total revenue from retail sales of electric energy within Gulfport or \$300.00 per annum, according to the terms and conditions of the proposed franchise ordinance; and

WHEREAS, said proposed ordinance was introduced by Councilman _____ in the following form:

[REST OF PAGE LEFT BLANK INTENTIONALLY.]

ORDINANCE NO. _____

AN ORDINANCE
GRANTING A NON-EXCLUSIVE ELECTRIC FRANCHISE TO
MISSISSIPPI POWER COMPANY, ITS SUCCESSORS, AND ASSIGNS
IN THE MUNICIPALITY OF GULFPORT, MISSISSIPPI

BE IT ORDAINED by the Governing Authority of the Municipality of Gulfport, Mississippi:

SECTION 1. In consideration of the benefits that will accrue to the Municipality of Gulfport, Mississippi, and the Inhabitants thereof (the "Municipality"), and of the payment by Mississippi Power Company (the "Grantee") to the Municipality of a sum of money equal to three percent (3%) per year of the total gross revenue of the Grantee from the retail sales of electric energy, excepting therefrom sales for resale and sales in interchange of energy with others, within the corporate limits of the Municipality, payable quarterly on or before thirty (30) days following the close of each calendar quarter during such period as the Grantee operates in said Municipality, but not to exceed twenty-five (25) years from the Effective Date of this Ordinance (as defined in Section 16), Municipality does hereby grant to and vest in the Grantee, its successors and assigns as franchised activities, the right, authority, easement, privilege, and franchise to construct, erect, suspend, install, renew, repair, maintain, operate, and conduct in the Municipality as it now exists or may hereafter be extended, equipment, facilities, lines, including communication lines, plant or plants, and system or systems for the generation, transmission, or distribution of electric energy ("Primary Use"), including, without limitation, broadband services, internet access and services, telecommunications services, and fiber optic communication services that are for or in support of the Primary Use (collectively, "Franchised Activities"). The use of Authorized Facilities (as defined below) for any other purposes whatsoever, including without limitation, broadband services, internet access and services, telecommunications services, and fiber optic communication services that are not for or in support of the Primary Use and/or for or to any person or entity other than the Grantee, regardless of whether for compensation ("Ancillary Use") shall be excluded from the franchise granted by this Ordinance and the calculation and payment of such fees shall be governed solely by separate franchises, agreements, or ordinances of the Municipality applicable to such Ancillary Use, if any. It shall be the obligation of the Grantee and the person or entity providing such services associated with Ancillary Use to or for any person or entity other than the Grantee, regardless of whether for compensation, to notify the Municipality of any such Ancillary Use and to obtain a franchise, agreement, or ordinance in connection with such Ancillary Use. Notwithstanding anything contained herein to the contrary, the use of any facilities constructed, maintained, and operated for or in support of the Primary Use shall not be governed by any other franchise agreement or ordinance.

SECTION 2. To facilitate the Franchised Activities, Municipality does hereby give and grant to, and vest in, Grantee, its successors and assigns, the further right, authority, easement, privilege, and franchise to construct, erect, suspend, install, renew, repair, maintain, operate and conduct in the Municipality for such Franchised Activities a system(s) of poles, towers, conduits, cables, fiber, wires, conductors, transforming stations, plants, fittings, and all appliances or appurtenances needed to pursue, promote, and carry out the Primary Use (such system and its components collectively referred to herein as, "Authorized Facilities") in, over, under, along, upon, and across all streets, avenues, alleys, ways, bridges, and public places in the Municipality as they now exist or may hereafter be laid out or extended, together with the further right, privilege, and franchise to construct, erect, suspend, install, renew, repair, maintain, and operate such Authorized Facilities within, into, through, over, under, across, and beyond the Municipality and furnishing, supplying, and distributing to the Municipality and to the inhabitants, corporations and other entities (public or private) (collectively with the Municipality, "Inhabitants"), both within and beyond the limits thereof, electric energy for lighting, heating, power, security and surveillance, and all other purposes for which electric energy and related facilities may be used now or hereafter, and for the purpose of extending its lines and furnishing electric energy beyond the limits of the Municipality. Municipality further agrees, for itself and its Inhabitants, in consideration

for the Supplemental Fees paid by the Grantee, that it will not compete in any manner with Grantee for the generation, including self-generation or self-supply, transmission, distribution, or sale of electric energy, including but not limited to any attempt, directly or indirectly, to acquire such a system, as such terms are defined in Title 21, Chapter 27, Section 11 of the *Mississippi Code of 1972, as amended*. Notwithstanding anything contained herein to the contrary, Grantee's Franchised Activities shall not include any work or project that does not support the Primary Use; should Grantee desire to construct, maintain, or operate any equipment or facilities that are not Authorized Facilities to support the Primary Use, Grantee agrees to obtain a separate franchise agreement under any applicable ordinance governing franchises for such facilities and such contemplated activities, and to comply with any governing or applicable ordinance with respect to the construction, location, and use of such facilities, infrastructure, and activities, including the payment of any fees by Grantee to Municipality associated with such franchise.

SECTION 3. In further consideration for the fees paid by Grantee to Municipality hereunder, the rights provided to Grantee herein shall specifically include the right for Grantee to install, at its election and costs, electric vehicle charging stations ("EV Chargers") in locations designated or approved in advance by the Municipality in writing and permitted by law to accommodate such uses. All EV Chargers installed in such designated or approved locations shall, unless set out otherwise in a separate agreement, constitute Authorized Facilities and shall be maintained by Grantee in a reasonably good condition and repair. All such usage shall be metered and billed by Grantee to users of the EV Chargers at rates set by Grantee, unless such rates are otherwise subject to the jurisdiction of the Mississippi Public Service Commission, its successor, or any other authority with jurisdiction over Grantee's rates for electric energy sales ("Regulatory Authority"). In addition, Municipality shall have the right, at its election and cost, to require Grantee to install EV Chargers at locations of Municipality's choosing within the Municipality, the usage of which shall be metered and billed to the Municipality.

SECTION 4. The Authorized Facilities shall be so installed or constructed as not unreasonably to interfere with the proper use of the streets, avenues, alleys, ways, bridges, and public places in the Municipality and shall be maintained all in a reasonably good condition and repair.

SECTION 5. Whenever the Grantee shall cause any opening or alteration to be made in any of the streets, avenues, alleys, ways, bridges, or public places of the Municipality for the purpose of installing, maintaining, operating, or repairing any Authorized Facilities, the work shall be completed within a reasonable time; and the Grantee shall, upon the completion of such work, restore such portion of the streets, avenues, alleys, ways, bridges, or other public places to as good a condition as it was before the opening or alteration was so made.

SECTION 6. The Grantee shall indemnify and hold the Municipality harmless from any and all liability or damages resulting from the negligence of the Grantee in the construction, maintenance, or operation of its Authorized Facilities.

SECTION 7. The Grantee may, from time to time, declare, make, and enforce reasonable rules and regulations as conditions for the sale and distribution by it of electric energy to any person, firm, or corporation, not, however, in conflict with or repugnant to the jurisdiction of the Mississippi Public Service Commission under the provisions of Title 77, Chapter 3, *Mississippi Code of 1972, as amended*.

SECTION 8. In the event the supply of electric energy shall be interrupted or fail by reason of accident or otherwise, beyond the Control of the Grantee, the Grantee shall restore the service within a reasonable time and such interruption shall not constitute a breach of this franchise, nor shall the Grantee be liable for damage by reason of such interruption or failure.

SECTION 9. Wherever in this Ordinance either the Municipality or the Grantee is named or referred to, it shall be deemed to include the respective successors or assigns of either, and all rights, privileges, and obligations herein conferred shall bind and inure to the benefit of such successors or assigns of the Municipality or of the Grantee. Further, if during the term of this franchise, the boundaries

FF1-3

of the Municipality are expanded, the Municipality will promptly notify Grantee in writing of any geographic areas annexed by the Municipality ("Annexation Notice"). Any such Annexation Notice shall be sent to Grantee by certified mail, return receipt requested, and shall contain the effective date of the annexation, maps showing the annexed area and such other information as may be reasonably required to ascertain whether Grantee serves any customers in the annexed area. To the extent there are such customers of Grantee situated in the annexed area, then the revenues provided for in Section 1 of this Ordinance shall be calculated to include those customers effective on the first day of Grantee's billing cycle immediately following Grantee's receipt of the Annexation Notice. Failure by the Municipality to advise Grantee in writing through the proper Annexation Notice of any geographic areas which are annexed by the Municipality shall relieve Grantee from any obligation to remit any franchise fees to Municipality based upon gross revenues derived from customers within the annexed area until Municipality delivers an Annexation Notice in accordance with the terms set forth herein.

SECTION 10. This franchise is in addition to and supplemental to any and all such rights as the Grantee may have by virtue of the provisions of Title 77, Chapter 3, of the *Mississippi Code of 1972, as amended*, and any other section of the *Mississippi Code of 1972, as amended*, as the same may be legally binding or applicable to the Municipality or this franchise Ordinance, and its acceptance and exercise by the Grantee shall never be construed as a waiver, abandonment, nor limitation upon the rights now vested in or being exercised by the Grantee under any statute or law of the State of Mississippi. Nor shall the granting of this franchise be construed or operate to abridge, impair, or deny the validly held rights of any other distributor of electric energy within the Municipality, or portion thereof, by virtue either of a franchise from the Municipality or a certificate of public convenience and necessity issued pursuant to Title 77, Chapter 3, *Mississippi Code of 1972, as amended*.

SECTION 11. The rights hereby granted shall become effective upon the passage of this Ordinance in accordance with Section 16 hereof and continue for a period of twenty-five (25) years from the Effective Date, unless terminated sooner as provided for in Section 15.

SECTION 12. If any clause, provision or section of this Ordinance is illegal, or is not embraced within the title hereof, or is not related to the subject expressed in the title, the remaining provisions hereof shall not be thereby affected but shall have full force and operation.

SECTION 13. The Grantee shall pay the Municipality the cost of publishing this Ordinance according to law and also the cost of holding a special election for the approval or disapproval by the qualified electors of the Municipality of this Ordinance.

SECTION 14. This franchise is in lieu of and supersedes a franchise previously granted to Grantee by the Municipality, which upon the Effective Date of this Ordinance shall, by mutual consent of the parties hereto, no longer be in force and effect.

SECTION 15. Grantee and Municipality mutually acknowledge that in the event the Regulatory Authority, or any court of law, tribunal, regulatory agency or other body with authority to alter Grantee's rates for electric service, rejects, limits, or otherwise modifies Grantee's payments provided for under this Ordinance, or otherwise, directly or indirectly, disallows Grantee's recovery through rates of all or any portion of this Ordinance's prescribed fees, Grantee's fees provided for in Section 1 shall, without amendment to this Ordinance, be modified to the amount allowed for recovery by the Regulatory Authority, but the Franchised Activities granted by this Ordinance shall remain unchanged in any manner whatsoever. Further, Grantee reserves the right to collect the franchise fees hereunder from the Inhabitants of the Municipality in any manner satisfactory to Grantee, provided that Grantee provides advance written notice of the same to the Municipality. In the event of such modification, either party may terminate this Ordinance upon giving the other party thirty (30) days written notice and upon such termination, the Grantee's and Municipality's rights and obligations under this Ordinance shall cease. Notwithstanding the termination of this Ordinance by either party pursuant to this Section 15, the provision of any services contemplated as an Ancillary Use and any fees applicable to such Ancillary Use shall be governed by the Municipality's other ordinances, franchises, and/or agreements applicable to such use.

SECTION 16. This Ordinance shall not become effective until it is duly passed by the Governing Body, published as required by law, and approved by a majority vote of qualified electors of the Municipality voting thereon at a special election duly called and held as required by law ("Effective Date").

The within and foregoing Ordinance, having been introduced in writing at a regular meeting of the aforesaid Governing Body of the Municipality and having thereafter remained on file with the Clerk for public inspection for a period of at least two weeks before the final passage or adoption thereof, was considered by sections at a public meeting of the said Governing Body in the form in which it was introduced and upon motion of Councilman _____, duly seconded by Councilman _____, that it be adopted, a final yea and nay vote was taken, which resulted as follows:

Voting Yea:

_____	_____
_____	_____
_____	_____

Voting Nay:

Absent:

Whereupon the motion was declared carried and the Ordinance declared adopted.

APPROVED this the ____ day of _____, 2020.

MAYOR

ATTEST:

CLERK

NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts and things recited in the above and foregoing Preamble to this Order be, and they are hereby adopted as the official findings of the Governing Authority of the City of Gulfport.

SECTION 2. That the foregoing form of Ordinance be filed with the City Clerk of the City of Gulfport and remain on file for public inspection for a period of not less than two weeks from and after this date, following which the City Council will take appropriate action hereon.

THE ABOVE AND FOREGOING ORDER, 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/ABSTAIN

WHEREUPON, the President declared the motion carried and the Order adopted, this the ____ day of _____, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Order submitted to and approved by the Mayor, this the ____ day of _____, 2020.

APPROVED:

MAYOR

STATE OF MISSISSIPPI

COUNTY OF HARRISON

MUNICIPALITY OF GULFPORT

I, Gerard Bellocq, duly appointed Clerk of the Municipality of Gulfport, Harrison County, Mississippi, do hereby certify that the above and foregoing is a true and correct copy of the Order, adopted by the City Council of the Municipality of Gulfport at the Regular Meeting of April 7, 2020.

WITNESS MY HAND AND OFFICIAL SEAL of the Municipality of Gulfport, Harrison County, Mississippi, this the ____ day of _____, 2020.

Gerard Bellocq, Municipal Clerk

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 _____, 2020, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING
AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE
TO THE SPREAD OF COVID-19 AND POTENTIALS ASSOCIATED IMPACTS
WHICH THREATEN TO AFFECT AREAS WITHIN THE CITY, AND FOR RELATED
PURPOSES**

WHEREAS, on March 15, 2020, the Mayor of the City of Gulfport, Mississippi, proclaimed the existence of a “Civil Emergency” pursuant to authority of §45-17-3, *et seq.*, *Miss. Code Ann.* and the existence of a “Local Emergency” pursuant to authority of § 33-15-17(d), *et seq.*, *Miss. Code Ann.* and related statutes due to the spread of Covid-19, a novel coronavirus, within Mississippi and surrounding areas and the potential impacts thereof (illness, injury and death) which threaten to commence in the area and impact an area that includes the City of Gulfport, Mississippi (the “Civil Emergency” and the “Local Emergency” shall hereinafter be referred to collectively as the “State of Emergency”); and

WHEREAS, the Gulfport City Council, on March 17, 2020, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, because of the “State of Emergency” due to the aforesaid spread of Covid-19 and potential impacts thereof, Mayor Billy Hewes invoked emergency management provisions, including, without limitation, those set out in a Proclamation by the Mayor of the City of Gulfport Declaring a Civil and/or Local Emergency to Exist as a Result of a Threatened or Existing Public Health Emergency (Covid-19), and the Governor of the State of Mississippi declared that the State of Mississippi is, likewise, under a “State of Emergency”; and

WHEREAS, further, due to said “State of 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

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need exists for continuing local emergency management and associated relief from Federal and State agencies to prepare for and respond to the impact and effects of the spread of Covid-19 and the potential impacts thereof, and shall continue until the Mayor and/or Governing Authority determines that conditions warrant the termination thereof.

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 recognizes that there is a continuing 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 and a continuing need to prepare for and respond to the impact and effects of the spread of Covid-19 and the potential impacts thereof.

SECTION 3. That a state emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including

emergency expenditures, coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of emergency by the Mayor or the Governing Authority, subject to review by the Governing Authority within thirty (30) days hereof.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/ administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Mayor or Governing Authority declares that a state of emergency no longer exists in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. 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 _____, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2020.

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

Cc: Dr. John Kelly

From: Connie Debenport, CPPB

Date: March 10, 2020

Re: RFP for Wellness Clinic Services
Proposals Received 02/27/2020

On February 27, 2020, the City of Gulfport received three (3) submissions in response to the above mentioned RFP. On March 3, 2020, the bids were distributed to the selection committee to read, review, and score the submissions according to the Grading Criteria as listed in the RFP.

On March 12, 2020, the selection committee met to discuss, answer any questions, open the cost proposals, and finalize the grading process. The below table represents total scoring as assigned by the selection committee:

Grading Criteria	Care ATC	Medical Analysis	Total Health
1. Qualifications and Experience of firm (1-25 pts)	65	120	102
2. Cost (1-40 pts) lowest cost received 40 pts.	51	180	200
3. Experience w/government entities (1-15 pts)	38	74	50
4. Additional resources (1-20 pts)	23	86	90
TOTAL POINTS	177	460	442

Upon tabulation of points, Medical Analysis was the highest-scoring firm. Listed below (and attached) reflects a Base Proposal, Option 1 and Option 2.

Base Proposal – Use of existing clinic exclusive to the City of Gulfport for \$19,400.00/month.

Option 1 – “Shared Use” of two (2) additional clinics (Division Street in Biloxi and Three Rivers Clinic in Gulfport), as well as “shared” use of a clinic located at 1918 15th Street, Gulfport, MS (17th Street location not included) for \$16,400.00/month.

Option 2 – “Shared Use of Division Street, Three Rivers, and 17th Street (existing clinic). The committee opted to request a price on exclusive use of our 17th Street Clinic and the option of Three Rivers Road Clinic.

March 23, 2020

Medical Analysis proposed “exclusive use of our 17th Street Clinic and shared use of Division Street (with extended hours) and Three Rivers Road Clinic (with extended hours).

The selection committee unanimously agreed to recommend acceptance of the following:

Exclusive use of the existing City of Gulfport Clinic on 17th Street with shared use of the Three Rivers Road Clinic w/extended hours; and shared use of the Division Street Clinic w/extended hours for \$19,400.00/month.

It is my recommendation to accept the selection committee’s decision. Thank you for your consideration.



**SERVICE AGREEMENT
WELLNESS PROGRAM INCLUDING CLINIC SERVICES
FOR CITY OF GULFPORT, MISSISSIPPI**

THIS AGREEMENT is entered into on this 8th day of April 2020, between CITY OF GULFPORT, MISSISSIPPI (hereinafter called "CITY"), with its principal place of business at 2309 15th Street, Gulfport, Mississippi, 39501 and MEDICAL ANALYSIS LLC (hereinafter called "MED ANALYSIS"), a Mississippi limited liability company with its principal place of business at 1025 Division Street, Suite C, Biloxi, Mississippi, 39530 as follows:

WHEREAS, MED ANALYSIS is ready, willing and able to provide certain on-site and consortium medical care services for the municipal employees and their eligible family members in a competent and professional manner and at a reasonable rate.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SCOPE OF SERVICES (not limited to)

A. Health Assessment:

MED ANALYSIS will participate in a yearly Health Assessment for all CITY employees, which shall include the following elements:

- Height measurement
- Weight measurement
- Blood pressure measurements
- Pulse measurements
- Body composition analysis – BMI (upon request)
- Health Counseling and Education
- Bone Density
- BIO-Metrics – as a pass through the blood analysis via venipunctures consisting of the following: (but not limited to, if all parties agree, parties being the above said company, MED ANALYSIS, LabCorp/Quest/Solstas and the tested employee). Labs include: Glucose, Cholesterol and a PSA (upon request.) Laboratories will conduct the blood analysis. Licensed Nurses and Certified Phlebotomist will conduct medical services.

B. Set-Ups for Yearly Health Assessment

In connection with the Services described herein, the parties will provide the following:

- MED ANALYSIS - Registration/Check-Out Supplies:
 - Data Base Management (including all commercial & customized software)
 - Health Risk Assessment Forms
- MED ANALYSIS - Medical Supplies:
 - Electro Body Composition Machine
 - Blood pressure cuffs
 - Stethoscope
 - Height Charts/Weight Scales
 - Bone Density Scanner
- MED ANALYSIS - Lab Supplies:
 - Blood Kits
 - Sharp Containers (and disposal of)
 - Centrifuge
 - Universal Precaution Compliance Kits
 - (Personal Protection as recommended by OSHA/CDC 29, CFR Part 1910.1030 Occupational Exposure to Blood borne Pathogens)
 - OSHA Regulation Manuals
 - All Shipping supplies & fees
- CITY– Employee Information:

CITY will provide a list of active employees in Excel format containing the following information about each employee: full name, address, phone number, date of birth, gender, social security number and employee number (three weeks prior to the Health Assessment).
- CITY– Accommodations:

In connection with the Health Assessment services, CITY will provide MED ANALYSIS with an accommodating space, chairs, tables, table covers, ice, electric supply, and copier access if assessment is provided outside of the clinic setting.

C. Advertising and Sign-Up Materials:

MED ANALYSIS will be responsible for the design, layout and the printing of calendar advertisements/flyers. Associate sign-ups and materials will be the responsibility of MED ANALYSIS. The proposed company will supply an adequate place for advertisements, unless otherwise specified.

D. Feedback:

Nurse and/or Nurse Practitioner will review individual analysis reports with the employees in 20-minute in-clinic sessions. All educational researched materials will be provided by MED ANALYSIS. Physician referrals at the time of feedback will be documented and recorded. All medical reports are confidential and will be maintained and controlled by MED ANALYSIS staff. This strict reporting protocol maintains confidentiality.

E. Quarterly Reports:

All group reports and quarterly reports will be conducted by MED ANALYSIS and supplied to CITY's management on agreed dates by request. Reports will include evaluations of the Health Assessment and clinical statistics.

2. CLINIC RESONSIBILITIES AND SERVICES:

A. MED ANALYSIS Responsibilities:

Clinic Set-up providing office & medical equipment & supplies to consist of the below at the following locations:

- Exclusive use –
 - City of Gulfport Clinic
 - 3310 17th Street- Gulfport M-F 7:30-4:30
 - City choice of hours Presently
- Consortium use-
 - Multi-Clinic services in Biloxi and Gulfport
 - Three Rivers Rd-Gulfport M-F 8:00-5:00
 - Division St-Biloxi M-F 7:00-6:00
- Privilege and Occupancy Licenses
- All FFE – administrative & medical equipment including office & medical supplies
- All utilities to include power, gas, water, and telephone with internet and fax line/service
- BIO Waste Disposal
- Protocols for on-site clinic and maintaining all medical files
- Applications, Interviews, Payroll, Taxes, Malpractice, and Health & life insurance for on-site clinic employees
- To supply clinical care for employees, spouse and dependents (assessing, diagnosing, charting, planning, counseling, and providing patient care under the authority of a collaborating physician). Staffing to consist of a Medical Review Officer (M.D.), Nurse Practitioner, Med Tech/Clinic Coordinator, Lab Director, and Occupational Medicine Director for collaboration.
- Access to Pharmacy with discounted pharmaceuticals

- Collection and Testing of Urine 5- panel Drug Screenings (Non-DOT & DOT Approved) including lab fees and urine collection kit. (600 per year no charge)
- Randoms provided during clinical hours
- Alcohol Testing provided on “as needed” basis during regular clinical hours
- Educational Classes with all materials and instructor, in-house, contracted or vendor, (including advertising)
 - Classes to consist of “High Risk factors,” Disease Management such as; Cholesterol, High Blood Pressure/Hypertension, Diabetes management & foot care, Weight management, Self Care for Women, Self Care for Men, Injury prevention, Smoke Cessation, First Aid, Fire and Home Safety.
- Vaccine requested serums be ordered and handled by MED ANALYSIS. Approved serums requested by CITY will be invoiced to CITY prior to ordering said serums.

B. CITY RESPONSIBILITIES:

- Clinic Location for “exclusive use” on 17th Street - Gulfport
- Term and New Hire excel lists
- City requested serums will be provided at cost and direct billed to City (i.e. Flu, Hepatitis, TDap, etc.)

C. CLINIC SERVICES TO INCLUDE (BUT NOT LIMITED TO:)

- All clinics provide same services in: **Acute care, Urgent care, Primary care and Occupational Medicine** for all employees: insured, uninsured, part-time, full time Employees, Spouses & Eligible Dependents – 2 yrs and up
- Retired Employee “Free Visit” pays cost for labs & medications
- Appointments - Walk-in Visits by availability
- Chronic Disease Management – Communicating with Primary Care Physician
- Patient Specialty Referrals – Mammograms, Specialties, etc.
- Work Comp-Treatment of Injuries, Prevention & Education
 - Limited medications supplied at “no charge” for workers comp at contracted pharmacy
 - Work Comp requested labs at cost (i.e. needle stick for HIV, etc.)
- Physicals: Pre-employment - DOT - Health Insurance - Fire Department - Law Enforcement - Academy - Bomb Squad - Annual – Sports – School – Camp- Summer Hire
- Emergency Stabilization – Level 1 Suturing/Suture or Staple removal – Splinting – Wound/Burn Care
- Hypertension (Blood Pressure): Treatment – Education – Counseling and Monitoring
- Diabetes: Treatment – Education – Counseling and Monitoring
- Cholesterol: Treatment – Education – Counseling and Monitoring
- Weight: Treatment – Education – Counseling and Monitoring
- Smoking Cessation: Treatment – Education – Counseling and Monitoring
- Stress: Treatment – Education – Counseling and Monitoring
- Laboratory Capabilities- drawn with an order from any provider
 - No charge on Venipunctures
 - Limited list of free labs offered in the clinic (Glucose, BMP, CMP, HA1c, Thyroid, PSA, Cholesterol, and more)
 - Monthly Calendar awareness labs to include Cholesterol, HDL, LDL, Triglycerides, Diabetes, Prostate (PSA), Thyroid (TSH), and Glucose for all employees.
 - Flu/Strep Test Kits at cost as a pass through if requested by CITY

- CLIA Waived In-House Screenings/Tests- urinalysis, pregnancy, etc.
- Educational Classes: Fire & Home Safety, Child Safety, Disease Management, etc.
- Well Woman Exams (annual wet/pap smears, breast exam, mammogram referral, etc.)
- Well Man Exams (prostate digital, PSA lab work, etc.)
- Wellness Visits
- Healthcare Counseling, Prevention
- Asthma and Allergy treatment – breathing treatment
- Pre and Post Pulmonary Function Testing /Peak Flow Measurements
- EKGs with basic interpretation-Pre-op, annual physical EKGs, etc.
- City requested “on-site” New Hire Hepatitis Class (cost of immunization serum)
- City requested “on-site” departmental immunizations- does not include serum (*as recently provided for all the firemen at different fire stations on different shifts.*)
- Bone Density screening for osteoporosis – annual screening
- Simple Eye Care – Vision Acuity
- Hearing Screening – Audio Decibel
- Ear Irrigation
- Body Composition Analysis
- Colon Cancer Screening
- Digital Rectal Exam
- Foot Care Health – Diabetic/Wound Care - Corn/Callus Excision
- Level 1 Procedures and Suturing (wart, mole, skin tag removal, etc.)
- Lesion Excision, I & D abscess
- Foreign Body Removal
- Nail excision/partial
- Monthly B-12 shots (as available by manufacturer)
- Prescription Capabilities in Clinic by Nurse Practitioners
 - OTC and Vendor Supplied (Pharmaceutical Samples) Medications
- Eliminate unnecessary Emergency Room Visits
- Quarterly Utilization Summary Reports on all activities/medical services by request
- COHORT patient studies on chronic disease management by request-annually
- Annual Health Assessments with free Bio Metric Labs
 - Participation in Health Assessment/Fair with donations
- Health Promotions provided through the Monthly Awareness Calendar on monthly Activity and Educational Classes along with clinic classes and free giveaways.
- City Summer/Christmas Hire Program – physicals and drug screens
- NON-DOT & DOT Drug/Alcohol Test,
 - Breathalyzer for confirmation
 - Same day (neg.) results on non-federal screens
 - 24-48 hours on positive results
- Monthly Calendar on Monthly Activity

3. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between City and Medical Analysis consist of the “Request for Proposals for Professional Services to Run On-Site Wellness Clinic”, the City’s Holiday Schedule, MED ANALYSIS’ Response to the Request for Proposals, and

this Agreement. There are no Contract Documents other than those listed or incorporated within.

Nurse Practitioner will be given time off to maintain license by attending CEU classes (approx 3 days per year) and a one-week vacation period. Clinic will remain open during NP leave for scheduling, drug screens, labs, etc., patients will be scheduled accordingly, and notices will be posted in clinic of upcoming holiday, etc.

4. TERM AND EXCLUSIVITY

This Agreement will become effective on May 1, 2020 and will continue for a forty-eight (48) month period until April 30, 2024, unless terminated pursuant to the terms of this Agreement or extended by the mutual written agreement of the parties. At the City's discretion this agreement may be renewed for up to three (3) additional years in one (1) year increments. Written notice of intent to renew shall be provided by the City thirty (30) days prior to the end of the term. If at the end of the Term the parties have not entered into a written agreement to extend the Term of the Agreement, the Agreement will be automatically extended on a monthly basis until terminated by the issuance of a written notice of termination to the other party, which shall become effective no sooner than 30 days from the date of issuance. Medical Analysis may not cancel the award during the initial contract term, but may, upon sixty (60) days written notice to the City, cancel the contract during subsequent terms.

5. PAYMENT FOR SERVICES

CITY agrees to pay MED ANALYSIS for the services listed above in the amount of \$ 19,400 per month for a minimum base of 650 employees, no maximum. All benefits are extended at no extra charge to the eligible employees' spouse and dependent children. Upon request of the CITY, consortium groups may enter into agreements to use the exclusive clinic site, CITY's monthly base fee will be reduced by 40% of the entering consortium's fee. Payments shall be made payable to MED ANALYSIS, P.O. Box 4399, Biloxi, Mississippi 39535 on and will be due on the first day of every month.

6. CONFIDENTIALITY

In performing the services described in this Agreement, MED ANALYSIS will learn or will be provided certain information regarding City of Gulfport employees and/or concerning the City of Gulfport. All such information will be held strictly confidential. MED ANALYSIS will not share or divulge to any party (other than its employees involved with providing services to the City of Gulfport employees) the name or any personal information about any City of Gulfport employee. In no case will MED ANALYSIS use, share or provide any information about a City of Gulfport employee to any third party without the prior written approval of the City of Gulfport or the City of Gulfport employee.

7. CONFIDENTIALITY PURSUANT TO HIPAA

MED ANALYSIS agrees to maintain patient confidentiality as required by federal and state law, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). MED ANALYSIS agrees to comply with the provisions of HIPAA, including, but not limited to, the requirements to provide individuals with a Notice of Privacy Practices, and to enter agreements relating to use and disclosure of protected health information with any "business employee" of MED ANALYSIS (as defined in HIPAA). MED ANALYSIS acknowledges that certain material, which will come into its possession or knowledge in connection with this Agreement, may include confidential patient information, disclosure of which to third parties may be damaging to the individual to whom the information relates and/or the city. MED ANALYSIS agrees to hold all such material in confidence, to use it only in connection with performance under this Agreement and to release it only to those persons requiring access thereto for such performance or as may be otherwise required by law.

8. COMPLIANCE WITH LAW

This agreement may be governed by and construed in accordance with the laws of the State of Mississippi, and any litigation with respect thereto shall be brought in the courts of Harrison

County, Mississippi. Or, if required by nature of the claim, in the Federal District Court for the Southern District of Mississippi. Each party warrants that they are in compliance with all applicable laws and ordinances, and that during the Term of this agreement each party agrees to comply with all laws, orders, ordinances, regulations and directives of applicable federal, state, county, and municipal authorities or regulatory agencies.

9. EVENTS OF DEFAULT

The occurrence of any one or more of the following events constitutes an "event of default" under this Agreement:

- (a) if either party fails to perform its duties in good-faith or in compliance with the applicable laws.
- (b) if either party does or fails to do anything that may have a negative impact on the other's business or reputation in the business community or with its customers.
- (c) if either party fails to comply with the terms of this Agreement and such failure continues for more than ten (10) days after receipt of written notice from the non-defaulting party; except such ten (10) day cure period will be extended as reasonably necessary to permit the defaulting party to complete cure so long as the defaulting party commences cure within such ten (10) day cure period and thereafter continuously and diligently pursues and completes such cure.

10. REMEDIES

If an event of default occurs which is not cured during any applicable cure period, the non-breaching party may terminate this Agreement in which event the non-breaching party shall owe no further obligations to the other party, and in which event the non-breaching party may pursue all remedies available to them at law or in equity.

11. NOTICES

All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be delivered to the address shown herein or to such other address as any party may

have furnished to the other in writing. Any such notice may be hand delivered or sent by reliable overnight courier, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of hand delivery, one (1) business day following deposit with a reliable overnight courier, or three (3) business days following deposit in the United States mail addressed as required above. Notices shall be sent as follows:

If to City of Gulfport:	City of Gulfport P.O. Box 1780 Gulfport, Mississippi 39501 Attention: Mayor Bill Hewes With a copy to: City Attorney Tel: (228) 868-5831 Fax: (228)
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If to MED ANALYSIS:	MED ANALYSIS, LLC 1025 Division Street, STE C Biloxi, MS 39530 Attention: Suzi Bogard, CEO Tel: (228) 860-4908
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12. COUNTERPARTS

This Agreement may be executed in counterparts, and any number of counterparts signed in the aggregate by the parties will constitute a single, original instrument.

13. ENTIRE AGREEMENT

This Agreement together with the "Request for Proposals for Professional Services to Run On-site Wellness Clinic," the City's Holiday Schedule and Medical Analysis' Response to the Request for Proposals, constitutes the entire agreement between the City and Medical Analysis relating to the scope of services set forth herein and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto.

14. VALIDITY

If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

15. WAIVERS TO BE IN WRITING

No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

16. RELATIONSHIP OF THE PARTIES

In no case shall the parties be deemed a partnership or a joint venture. CITY is not a health care provider nor is it qualified to render healthcare to its employees. Therefore, to make these services available to its employees, CITY is contracting with MED ANALYSIS as an independent contractor for the sole purpose of setting forth the terms by which MED ANALYSIS will provide the Services described herein. MED ANALYSIS and CITY both agree to be responsible for all acts and/or omissions of their respective employees, and each party agrees to defend and indemnify the other from and against any and all claims, settlements and/or judgments for damages, expenses and/or other costs that may arise out of the acts and/or omissions of their respective employees.

17. INDEMNIFICATION

MED ANALYSIS shall defend, indemnify and hold CITY harmless from and against all costs and expenses, including attorney's and expert witness' fees, arising from all loss, liability, claims, suits or demands of every kind on account of injury, including death, to any person or persons and loss or damage to property caused by or arising out of the services performed by MED ANALYSIS under this Agreement and/or arising out of MED ANALYSIS's breach of this agreement and/or arising out the use of the exclusive site by any consortium group member. CITY shall defend, indemnify and hold MED ANALYSIS harmless from and against all costs and expenses, including attorney's and expert witness' fees, arising from all loss, liability, claims, suits or demands of every kind on account of injury, including death, to any person or persons and loss

or damage to property not arising out of or resulting from the services provided under this Agreement. This provision shall survive the termination of this agreement.

18. INSURANCE

MED Analysis shall maintain professional liability insurance coverage in an amount of no less than \$1,000,000.00 per claim for up to 3 occurrences covering the conduct of its agents and such policies shall name City of Gulfport, its parent, affiliates and subsidiaries ("Additional Insured"), as well as its agents, employees, officers and directors of the Additional Insured. MED Analysis shall maintain Worker's Compensation insurance within the limits required by law and/or employees liability insurance. Company shall inform and notify the City in writing within fourteen (14) days of any claims of liability resulting from the execution of the work required by the scope of work herein. Proof of insurance shall be provided upon request.

19. ASSIGNMENT

Neither party may assign this Agreement, in whole or in part, without the written consult of the other party. Any such unauthorized assignment shall be null and void and of no legal effect.

20. DISCRIMINATION

Medical Analysis understands that the City is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful and Medical Analysis agrees during the term of this Agreement to adhere strictly to this Policy in its employment practices and provision of services.

21. AMENDMENT

This Contract shall take full force and effect only after it is approved by the Governing Authority of the City and signed by the Mayor and signed by Medical Analysis. The date of last signature shall be the effective date. Any Amendment to this Contract shall be in writing and require official approval by the Governing Authority and be signed by the Mayor and Medical Analysis.

22. AUTHORIOTY TO EXECUTE

It is acknowledged by signature below that the undersigned is an authorized and proper agent and representative of Medical Analysis and that he/she signed this agreement with full authority and on behalf of the Medical Analysis.

IN WITNESS WHEREOF, CITY and MEDICAL ANALYSIS have executed, or have caused their properly authorized representatives to duly execute, this agreement on the date and year first written above.

This Agreement will be effective on May 1, 2020.

CITY OF GULFPORT- MISSISSIPPI

MED ANALYSIS, LLC

Signature

Signature

By: _____
Print Name

By: Suzi Bogard
Print Name

P.O. Box 1780
Gulfport, MS 39502

1025 Division Street - Suite C
Biloxi, MS 39530

Date: _____

Date: _____

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 _____, 2020 the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO AWARD CONTRACT FOR ON-SITE WELLNESS CLINIC TO MEDICAL
ANALYSIS, APPROVE CONTRACT WITH MEDICAL ANALYSIS AND AUTHORIZE
MAYOR TO EXECUTE CONTRACT ON BEHALF OF THE CITY OF GULFPORT,
AND FOR RELATED PURPOSES**

WHEREAS, on February 27, 2020, three (3) proposals were submitted in response to the City's Request for Proposals related to operation of an on-site wellness clinic; and

WHEREAS, on March 12, 2020, a selection committee (comprise of members of the City's Insurance Committee) met to review the three proposals submitted, open cost proposals and finalize the review process; and

WHEREAS, thereafter, the selection committee scored the proposals; and

WHEREAS, based on the tabulation of points, the selection committee has recommended that the contract for the on-site wellness clinic be awarded to Medical Analysis (see documents attached hereto as Exhibit "A"); and

WHEREAS, a contract with Medical Analysis has been proposed and is attached hereto as Exhibit "B" for your consideration and approval.

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 recommendation of Medical Analysis by the City's selection committee be and it is hereby agreed to and Medical Analysis be and it is hereby awarded the contract to operate the City's on-site Health and Wellness Clinic according to the terms set out in the Service Agreement attached hereto as Exhibit "B".

SECTION 3. That the Service Agreement attached hereto as Exhibit "B" be and it is hereby approved and the Mayor is hereby authorized to execute the Service Agreement 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 was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the Resolution adopted, this the _____ day of _____, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2020.

MAYOR

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Gerard Bellocq, Finance

Wayne Miller, P.E., Public Works

From: Kris Riemann, P.E. *RKR*

Date: 3/30/20

Re: Change Order Number 1

- Katie Patterson Booth Community Center – Roof Replacement Project

- Sam B. Day Construction, Inc.

Attached for your consideration is the referenced Change Order Number 1, in the additive amount of \$26,615.00 and 30 calendar days of time. This change is necessary to include work that was “unknown” by the Contractor at the time of award. Upon award of job and mobilization, the Contractor stated that he did not receive both the Plans and Technical Specifications information relative to the project. After further researching, the Procurement Office did validate that only one part of the documentation was included on the email to the Contractor. Although this increases the contract amount of \$26,615.00, the total bid is still considered the lowest and best bid received.

These changes were approved and funded 100% by the Community Development Block Grant according to Karen McCarty.

The project consists of furnishing materials, labor, and equipment for the roof replacement to the Katie Patterson Booth Community Center. The project is funded by Community Development Block Grant funding. Gulfport’s Department of Engineering has completed the Engineering design and is overseeing the inspection of the project.

I recommend approval Change Order Number 1 to the contract to Samuel B Day Construction, Inc. Please place this item on the April 7, 2020 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments: 1. Letter Tyler Gentry dated March 30, 2020

2. Change Order Number 1



DEPARTMENT OF
ENGINEERING

4050 Hewes Avenue
Gulfport, MS 39507-3903
Phone: (228) 868-5740
Fax: (228) 868-5822

March 30, 2020

Robert K. Riemann, P.E.
Director of Engineering
4050 Hewes Avenue
Gulfport, MS 39507

RE: Katie Patterson Booth Community Center Roof Replacement – Change Order No. 1

Kris,

Please find enclosed three (3) originals of Change Order No. 1 for the referenced project.

This change order has been prepared to add two additional line items to the contract. This change results in a net addition of \$26,615.00 to the contract. Furthermore, an additional 30 calendar days have been added to the contract for additional lead-time needed on materials.

Should you have any questions or require additional information, please contact our office at (228) 868-5740.

Thank you,

J. Tyler Gentry
Project Engineer

cc: Engineering File Clerk

CHANGE ORDER

NO: 1

PROJECT:	KATIE PATTERSON BOOTH COMMUNITY CENTER - ROOF REPLACEMENT	DATE OF ISSUANCE:	3/27/2020
OWNER:	CITY OF GULFPORT P.O. BOX 1780 GULFPORT, MS 39502	OWNER'S PROJECT #	PO 208293
CONTRACTOR:	SAMUEL DAY CONSTRUCTION, INC 15296 S. SWAN ROAD GULFPORT MS 39503	ENGINEER:	CITY OF GULFPORT ENGINEERING DEPARTMENT
CONTRACT FOR ENTIRE PROJECT		ENGINEER'S PROJECT #	PO 208293

You are directed to make the following changes in the Contract Documents:

This change order has been prepared to add the below pay items to the contract.

TOTAL CHANGE IN CONTRACT PRICE

\$26,615.00

<u>CHANGE IN CONTRACT PRICE</u>	<u>CHANGE IN CONTRACT TIME</u>
Original Contract Price \$67,100.00	Original Contract Time (DAYS) 90
Previous Change Orders \$0.00	Net Change from Previous Change Orders (DAYS) 0
Contract Price Prior to This Change Order \$67,100.00	Contract Time Prior to This Change Order (DAYS) 90
Net Increase/(Decrease) of This Change Order \$26,615.00	Net Increase/Decrease of This Change Order (DAYS) 30
Contract Price with All Approved Change Orders \$93,715.00	Contract Time with All Approved Change Orders (DAYS) 120

RECOMMENDED:
CITY OF GULFPORT

APPROVED:
OWNER

APPROVED:
CONTRACTOR

BY: Robert K. Riemann
ROBERT K. RIEMANN, P.E.

BY: _____
CITY OF GULFPORT

BY: [Signature]
SAMUEL DAY CONSTRUCTION, INC.

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
DEDUCT AND ADD THE FOLLOWING QUANTITIES TO THE CONTRACT					
BASE BID PLUS CO# 1:					
02111-A	INSTALL METAL SOFFIT, FASCIA, AND REPLACE ALL ROTTEN WOOD UNDERNEATH	1	LS	\$18,145.00	\$18,145.00
02111-B	REMOVE AND REPLACE EXISTING T-111 SIDING	1	LS	\$8,470.00	\$8,470.00
	Subtotal - Additional Items				\$26,615.00
	NET INCREASE				\$26,615.00
	TOTAL CHANGE IN CONTRACT				\$26,615.00

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 _____, 2020, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE CHANGE ORDER #1 TO CONTRACT WITH SAMUEL B. DAY
CONSTRUCTION, INC., FOR THE KATIE PATTERSON BOOTH COMMUNITY CENTER
ROOF REPLACEMENT PROJECT, TO AUTHORIZE THE MAYOR TO EXECUTE SAID
CHANGE ORDER, AND FOR RELATED PURPOSES**

WHEREAS, Samuel B. Day Construction, Inc., was awarded the contract for the Katie Booth Community Center Roof Replacement Project, a project that consists of furnishing materials, labor, and equipment for the roof replacement to the Katie Patterson Booth Community Center; and

WHEREAS, certain and various changes to the contract as more fully set forth in attached Change Order #1 (which is attached hereto as a part of Exhibit “A”), resulting in a INCREASE in project costs (\$26,615.00), and an INCREASE in project time (30 days), as more fully described in the memorandum from the City Engineer, Kris Riemann, P.E. (attached as part of Exhibit “A”); and

WHEREAS, approval of Change Order #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 Change Order #1 to the City’s contract with Samuel B. Day Construction, Inc., be and it is hereby approved in the form as is found in Exhibit “A” to this

resolution, and the Mayor (or designee) 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 5. That the INCREASE in project costs and an INCREASE in project time 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 _____, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2020.

MAYOR

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 _____, 2020, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE THIRD AMENDMENT TO LICENSE AGREEMENT BETWEEN
UTILITY SERVICE COMMUNICATIONS CO., INC. (LICENSOR), AND
POWERTEL/MEMPHIS, INC. (LICENSEE),
ALLOWING FOR RELOCATION OF EQUIPMENT FROM ONE TANK TO
ANOTHER (49 51ST STREET TO 57 51ST STREET) AND ADDITION OF CERTAIN
AND VARIOUS PIECES OF EQUIPMENT ON GULFPORT'S WATER TANK
LOCATED ON 51ST STREET, AND FOR RELATED PURPOSES**

WHEREAS, Powertel/Memphis, Inc., (“Licensee”) has contracted, via a License Agreement, with **Utility Service Communications Co., Inc.,** City of Gulfport’s water tank management and communications marketing agent (“Licensor”), for a license to install, maintain and operate certain radio communications equipment on a tank site located at 51st Street, Gulfport, MS; and

WHEREAS, amendments to the License Agreement were agreed to on July 7, 2007 (First Amendment), and May 20, 2014 (Second Amendment); and

WHEREAS, Licensor and Licensee desire to modify and amend the aforementioned License Agreement via a **Third Amendment**; and

WHEREAS, pursuant to the Third Amendment, Licensee is authorized remove all equipment from the water tank located at 49 51st Street; install the same equipment on the water tank located at 57 51st Street; and to modify their current equipment as follows: See Exhibit “A-3 to the Third Amendment”; and

WHEREAS, the monthly rent shall increase from \$3,395.00 to \$4,671.00 per month.

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 Mayor and City Council hereby officially approve the Third Amendment to License Agreement in substantially the form annexed hereto as **Exhibit “A”**, between the Licensor and Licensee, and do hereby authorize the Mayor to execute and deliver the Third Amendment to License Agreement (and all counterparts thereof) in behalf of the City of Gulfport, Mississippi.

SECTION 3. That this resolution shall be spread upon the Minutes of the Gulfport City Council, and shall 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 _____, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2020.

MAYOR



2-17-2020

Tank Owner:	City of Gulfport
Old Tank Location:	49 51st Street
New Tank Location:	57 51st Street
	Gulfport, MS 39507
Licensor Project No.:	121035
Licensee Name:	Powertel/Memphis, Inc.
Licensee Site Name:	Tramark Golf Course
Licensee Site ID:	9EM0967A

Third Amendment to License Agreement

THIS THIRD AMENDMENT TO LICENSE AGREEMENT ("Third Amendment") is made as of this _____ day of _____, 2020, between Utility Service Communications Co., Inc., a part of SUEZ, a Georgia Corporation, whose business address is P.O. Box 1350, 535 Courtney Hodges Blvd., Perry, Georgia 31069 (herein referred to as the "Licensor" or "Company") and Powertel/Memphis, Inc. a Delaware Corporation, as successor in interest to Eliska Wireless Ventures, Inc., whose business address is 3757 Halls Mill Road, Mobile, AL 36693-5607 (herein referred to as the "Licensee") and The City of Gulfport, P.O. Box 1780, Gulfport, MS 39502-1780 (herein referred to as the "Tank Owner").

W I T N E S S E T H

WHEREAS, Licensor, Tank Owner and Licensee entered into a License Agreement dated April 21, 2003 ("Agreement"), a First Amendment dated July 7, 2009 ("First Amendment"), a Second Amendment dated May 20, 2014 ("Second Amendment") whereby Licensor granted Licensee permission to install, maintain and operate certain radio communications equipment ("Equipment") on a tank located at 49 51st Street and will now relocate on a New Tank Site located at 57 51st Street, Gulfport, MS 39507.

WHEREAS, Tank Owner determined it will replace the existing water tank with a new water tank to be located at 57 51st Street, Gulfport, MS 39507 (the "New Tank Site") and in connection therewith has requested that Licensee relocate its equipment from the Existing Tank Site to the New Tank Site.

WHEREAS, Licensor, Licensee and Tank Owner desire to enter into this Fifth Amendment to document the removal of Licensee's Equipment from the Existing Tank Site and installation of its Equipment at the New Tank Site. Details of the equipment to be installed on the new tank are listed on the Exhibit A-3 attached hereto.

WHEREAS, Licensee, PRIOR TO ANY MODIFICATIONS TO THE SITE must provide to Licensor all licenses, permits and any other required documentation; *however*, if said documents are not obtainable prior to the execution of this Third Amendment, Licensee must submit said documentation to Licensor no later than three (3) days from their issuance.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreement, the parties hereto agree as follows:

1. Exhibit A-2 attached to the Second Amendment is hereby replaced with Exhibit A-3 attached.

2. Exhibit D-2 attached to the Second Amendment is hereby replaced with Exhibit D-3 attached.

3. Exhibit E-2 attached to the Second Amendment is hereby replaced with Exhibit E-3 attached.

4. The amount of the Site Fee provided for in Section 4 of the Second Amendment shall be amended to reflect an increase in the Site Fee to: Four Thousand Five Hundred Six and no/100 (\$4671.00) Dollars effective as of the earlier of the first day of the month in which the modifications commence or May 1, 2020 (New Site Fee Commencement Date), which shall be due and payable on the first day of each month. The Site Fee shall thereafter increase in accordance with Agreement with the next scheduled increase to occur on March 1, 2021 at a rate of four percent (4%). To enable proper crediting of Licensee payments, please include the Site Name, Site Address, Licensor Project Number 121035 and Site I.D. Number on remittance to Licensor.

5. In addition to any change in the Site Fee set forth in this Third Amendment, Licensee shall pay to Licensor within forty-five (45) days upon Licensee's execution and delivery of this Third Amendment a one time non-refundable Administrative Fee in the amount of One thousand and no/100 (\$1,000.00) Dollars.

6. A final inspection must be completed by a representative of the Licensor. Licensee must supply advance notice to Licensor to perform inspection. Such inspection approval shall not be unreasonably withheld or delayed.

7. The parties hereto expressly agree that in the event of any discrepancy or contradiction between the terms of the Agreement and the Amendments and the terms of this Third Amendment, full force and effect shall be given to the terms of this Third Amendment, and any clause, condition, restriction or other term of the Agreement and the Amendments that contradicts any term of this Third Amendment is hereby declared null and void. Except as herein modified, and subject to the foregoing, every provision, condition, obligation and covenant contained in the Agreement and the Amendments shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment as of the date first written above.

LICENSOR:

Utility Service Communications Co., Inc.

By: Debbie Sullivan

Printed Name: Debbie Sullivan

Title: Vice President / Director

Date: 8-12-19

LICENSEE:

Powertel/Memphis, Inc.

By: David R. Ide

Printed Name: DAVID R. IDE

Title: MARKET DIRECTOR

Date: 8-7-19

Tank Owner:

City of Gulfport

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A-3

Tank Owner: City of Gulfport
New Tank Location: 57 51st Street
Gulfport, MS 39507
Licenser Project No.: 121035
Licensee Name: Powertel/Memphis, Inc.
Licensee Site Name: Tramark Golf Course
Licensee Site ID: 9EM0967A

1. Frequencies:**Existing:**

Transmit: 1940-1990 MHz

Receive: 1860-1910 MHz

New:

Transmit: 1980-1990 MHz / 2135-2145 MHz / 622-642 MHz

Receive: 1900-1910 MHz / 1735-1745 MHz / 668-688 MHz

2. FCC call letters: KNLF628**3. Type of Service: LTE, PCS, L600****4. Transmitter(s):****Existing to remain:**

Number: NONE

Existing to be removed:

Number: 6 dual (12) / 3

Make: Ericson / Nokia

Model: DTRU-19 Edge / FRIB

Power Output: 35 watts

ERP: 56

New:

Number: NONE

5. Receiver(s):**Existing to remain:**

Number: NONE

Existing to be removed:

Number: 6 dual (12) / 1 / 3

Make: Ericson / Matsushita / Nokia

Model: DTRU-19 Edge / VIC-100 GPS / FRIB

New:

Number: NONE

6. Diplexers(s): COMBINERS / BIAS-T**Existing to remain:**

Number: NONE

Existing to be removed:

Number: NONE

New:

Number: NONE

7. Tower Mounted Amplifier(s): TMA / ODU/ RFU**Existing to remain:**

Number: NONE

Existing to be removed:

Number: Six (6)
 Make: Andrew
 Model: ETT19V2S12UB
 Dimensions: 9.4hX3.5dX7.3w
 Weight: 13.9 lbs.

New:

Number: Six (6)
 Make: Commscope
 Model: Twin Style 3CX -TMAT1921B68-21-43(E14R00P09)
 Dimensions: 9.1"x8.7" 4.2"
 Weight: 17.7 lbs

8. Tower Mounted Remote Radio Heads/Units: RRU / RRH/ FRIG / FXFB / FXMB**Existing to remain:**

Number: NONE

Existing to be removed:

Number: Six (6)
 Make: Nokia/ Nokia
 Model: (3) FRIG / (3) FXFB
 Dimensions: 24"X20"X8" / 5.2"X19.3"X22"
 Weight: 57 lbs. / 57 lbs

New:

Number: Six (6)
 Make: Nokia / Nokia
 Model: (3) AHLOA/ (3) AHFIB
 Dimensions: 22.04"x12.13"x7.44"/ 26.6" x 12.6" x 6.5"
 Weight: 83.8 lbs / 66.1 lbs

9. Remote Controlled Antenna Tilt Units: RCU / RET**Existing to remain:**

Number: NONE

Existing to be removed:

Number: NONE

New:

Number: NONE

10. Remote Mounted Junction / Distribution Box / COVP**Existing to remain:**

Number: NONE

Existing to be removed:

Number: Three (3)

Make: NSN

Model: COVP

Type: Large COVP

Dimensions: 18.85"X16.08"X5.8"

Weight: 15.85 lbs

New:

Number: NONE

11. Surge Protector(s): Raycaps**Existing to remain:**

Number: NONE

Existing to be removed:

Number: NONE

New:

Number: NONE

12. Antenna(s):**Existing to remain:**

Number: None

Existing to be removed:

Number: Nine (9)

Make: Andrew

Model: (6) TMBXX-6517-R2M

(3) TMBX-6517-R2M

Type: Panel

Dimensions: 82.9"X11.9"X6.3" /

Weight: 44.4 lbs. / 15.4lbs

New:

Number: Nine (9)

Make: Commscope / Andrew / Andrew

Model: (3) FFHH-65C-R3; (3) TMBXX-6517-R2M; (3) TMBX-6517-R2M

Type: Panel

Dimensions: 95.9" x 25.2" x 9.3" / 82.9"X11.9"X6.3" / 82.9"X6.6"X3.3"

Weight: 127.6 lbs / 44.4 lbs. / 15.4 lbs

13. Microwave(s):**Existing to remain:**

Number: NONE

Existing to be removed:

Number: NONE

New:

Number: NONE

14. Coax:**Existing to remain:**

Number: None

Existing to be removed:

Number: None (12)

Make: Andrew

Model:

Color: (9) Blue / (3) White

Size: 1-5/8" / 1-5/8"

New:

Number: NONE

15. Fiber / DC / RET Cable(s):**Existing to remain:**

Number: None

Existing to be removed:

Number: Three (3)

Make: NSN

Model: Low Cap HCS

Size: 1.24"

New:

Number: NONE

16. Generator: No Change -Use Existing**Existing to Remain:**

Number: None

Existing to be removed:

Number: One (1)

Make: Generac

Model: 60 Hz

Size: 20KW

New:

Number: One (1)

Make: Generac

Model: 60 Hz

Size: 20 kw

17. Fuel Tank: No Change**Existing to Remain:**

Number: None

Existing to be removed:

Number: One (1)

Model: Propane

New:

Number: One (1)

Type: Diesel

Size: 135 gallon (self-contained belly tank)

18. Licensee's New Ground space will measure 15' x 25'.

19. All tower mounted equipment, including but not limited to: Antennas, Microwaves, Diplexers, Amplifiers, Remote Controlled Tilts, Remote Radio Heads, Junction/Distribution Boxes and Surge Protectors must be approved by Licensor. Exact location, mounting method, height, and orientation of tower mounted equipment must be approved by Licensor. Loose gravel is NOT permitted at the site.

Removing nine (9) antennas mounted on (9) post(s) on the balcony railing at the 146' level. Adding nine (9) antennas mounted on nine (9) post on the corral, giving Licensee a total of nine (9) antennas on nine (9) post(s) at a maximum separation between posts of five feet in each sector.

20. Antenna Orientation:

Alpha position at **0 degrees**, on posts #: 2, 3 & 4

Beta position at **120 degrees**, on post #: 17, 18 & 19

Gamma position at **240 degrees**, on post #: 32, 33 & 34

21. Scope of work relating to this upgrade:

Removing all equipment from the tank located at 49 51st Street and relocating on new tank located at 57 51st Street. Changes in the equipment model, make, size and the number is reflected above.

22. Final Configuration:

NINE (9) Antennas

SIX (6) TMAs

SIX (6) RRU's

THREE (3) COVPs

THREE (3) Low Cap Hybrid Lines

TWELVE (12) Coax

Exhibit D-3**Utility Service Communications Co., Inc.
Structural & Drawing Requirements****Structural Requirements:****Standards:**

1. ANSI/ TIA-222-H: Structural Standard for Antenna Supporting Structures and Antennas
 - a. Section 15: Existing Structures
2. ASCE/ SEI 7: Minimum Design Loads for Buildings and other Structures
 - a. Section 15.7.7: Water Storage and Water Treatment Tanks and Vessels
3. ANSI/AWWA D100: Welded Carbon Steel Tanks for Water Storage
 - a. Appendix A.5.6: Antennas and Related Equipment
4. ANSI/AWWA D103: Factory-Coated Bolted Carbon Steel Tanks for Water Storage

A rigorous structural analysis, with calculations, of the entire structure using design loads appropriate for the geographical area per the latest applicable standards and local codes. The analysis must determine the overall stability and show the actual versus allowable stresses for the structural members and connections including anchor bolts, wind rods, columns and struts. In addition, local stresses should be evaluated at the antenna supports attachment points. Analysis must include fully loaded corral if applicable.

Summary page must include:

1. Size of Tank (Capacity in gallons)
2. Style of Tank (Elevated, Pedisphere, Composite etc.)
3. Total number of posts if corral installation and number of coax
4. Total number of posts, antennas and coax if balcony installation
5. Diameter of Tank bowl and balcony
6. Total Tank height
7. Balcony height
8. List of all equipment installed on tank. To include Model Numbers, Dimensions and Weight
9. Type of analysis (feasibility or rigorous)
10. Design Loading Criteria: Occupancy Category, Applicable Load Cases (Wind, Ice, Seismic, etc.) and Controlling Load Combinations
11. Results of analysis
12. Proposed reinforcement of existing members and/or connections and all proposed additional members where needed
13. Sources of Data: Previous Structural Analysis, Fabrication Drawings, Field mapping, As-Built Drawings, Geotechnical Reports, etc.

Drawing Requirements:

1. All drawings must be Site specific
2. If Licensor's Project Manager has made site visit prior to drawing, a sketch of site (not to scale) will be given to Site Acquisition Representative
3. 4-6 gang meter for Power and Telco must be placed at the Site to accommodate utility meter reader
4. Coax will be required to be buried by Licensor's Project Manager and/or Tank Owner, unless prior approval has been given by Licensor for alternate method (ice bridge)
5. Coax must be routed on the inside (riser side) face of the Tank leg. Only exception: design of Tank would not allow
6. First Licensees coax must be installed in the inside of a hinged jumbo cluster bracket. Subsequent Licensees may be required to install on the outside of same bracket, if ground Equipment location is limited
7. Tank height, RAD center height, balcony height must be on plans
8. If Licensee is co-locating on top of Tank or corral, the diameter of Tank must be on plans. Plans must indicate current antenna locations on the Tank, by post number with post #1 = True North
9. Only full sealed welding is allowed and must be indicated on plans
10. All coax running over the bowl of Tank must have at least four foot (4') separation from Tank logo and coax must be shrouded with shrouding painted to match Tank
11. Corral must be painted to match Tank
12. Licensee may be required to use white or colored coax to match Tank.
13. Painting of coax not allowed
14. Corral posts must be marked 1, 2, 3, etc., indicating which post Licensee will be using and the orientation of the antenna. Post number one (#1) to align with True North. (No skipping of post within a sector)
15. The number of coax installed must be denoted on plans. Also must have a detail showing coax being installed on the kickers
16. Licensee may be required to install a "Stymielock" at the compound entry gate. If applicable this lock must be denoted on the drawings
17. Signature box with date must be included on the title sheet drawings. Signature box to include:
 - a. Licensor's Project Manager
 - b. Licensee Project Manager
18. The distance from Tank to Equipment shall be no less than ten feet (10')
19. Licensed Ground area must be in concrete not gravel, due to ground maintenance problems. No loose gravel is allowed at the site
20. Include cover sheet listing General Structural Notes (Applicable codes, Standards, Design Load Criteria), Structural Metals, etc. as applicable

Installation must follow the Installation Standards attached in License Agreement/Amendment along with any site-specific requirements and/or Governmental and AWWA standards.

2-17-2020

Installation inspection must be performed by Licensor prior to Licensee being allowed to go on air.

Licensor's Project Manager will make every effort to meet at the Tank Site with Tank Owner, Site Acquisition contact, Project Manager and any other parties prior to Licensee submitting for plans. This will help insure drawings are correct the first time.

Make sure all involved parties are issued these requirements as well as Exhibit E Installation Standards in License Agreement/Amendment.

If you have any questions, please contact:

Lee Duke, Project Manager

Office: 800-679-7819 Desk: 478-988-5260 Cell: 478-396-0843

OR

Debbie Sullivan, Vice President / Director

Office: 800-679-7819 Desk: 478-988-5255 Cell: 478-396-9534

Exhibit E-3**Utility Service Communications Co., Inc.
Installation Standards for Antennas and Related Communication Equipment****1.0 Introduction:**

1.1 The various communication companies have been installing antennas and related communication Equipment on Tanks/Site for a number of years, but more recently the frequency and complexity of these installations has increased dramatically. The types of installations typically being utilized have the potential of reducing the structural integrity of the Tank facility and have several adverse effects on the maintenance of the structure and its coating systems. Major Tank manufactures have historically avoided providing any engineering analysis or installation assistance with regard to this type of Equipment.

1.2 The purpose of this standard is to:

1. Provide a general guide for Licensee, their consultants, site construction managers, installation s and their crews.
2. Prevent possible structural failure.
3. Ensure compliance with the industry standards.
4. Ensure current operational and maintenance standards.
5. Provide maintenance access to the Tank.

New appurtenances and attachments are to be in compliance with the latest AWWA standards including proposed amendments and or commentaries.

1.3 Licensee may be required to install a "Stymielock" on the compound entry gate & any time during the Licensee's occupancy of the site.

1.4 Antenna installations on Tanks without previous Licensee antenna installations will be required to furnish and erect a corral in accordance with Licensor's standard design and meeting the OSHA 1926.502 and 1910.23 Rail Requirements with a locking gate when applicable. Corral shall be sized to fit the diameter of the Tank

1.5 At Tank Owner's request, Licensee may be required to use white or colored coax to match the color of the Tank as closely as possible.

2.0 Qualifications:

2.1 All Licensee installations require the use of certified electronics technicians, steeplejacks electricians or licensed s that have received Licensor's approval prior to commencing any installation work. Such approval shall require the completion of a Licensor's s Qualification Package along with submittal of photographs of prior Tank installations. All installation work shall be in

accordance with an Licensor's previously approved installation plan. Licensor, at its sole discretion, shall have the right to supervise the installation at Licensee's expense of any and all Equipment. Certificates of insurance will be required by Licensor of any installer.

- 2.2 All approved installers shall have demonstrated capability of conforming to established manufacturer's installation standards, as well as any special standards imposed by Licensor. All work shall be performed in a neat and workmanlike manner. Licensor may require that certain work be supervised and or inspected by Licensor's approved at Licensee's expense.
- 2.3 All installers will have a certified welder per AWS D1.1 performing any welding.
- 2.4 All installers will have a demonstrated familiarity with AWWA D100 standards as it relates to the installation of appurtenances and attachments.

3.0 **Health and Safety:**

- 3.1 Access to an existing structure shall not be permitted by installation personnel without the express consent and approval of Licensor.
- 3.2 Any access to the interior of the Tank is not permitted unless the Tank is emptied, taken out of service and isolated from the water supply system.
- 3.3 Precautions shall be taken to prevent water contamination. Any intrusion to the Tank interior may be considered contamination. If contamination occurs disinfect the Tank (see ANSI/AWWA C652)
- 3.4 Lockout and Tagout procedures should be in place and followed.
- 3.5 Site keys obtained will not be duplicated. Combinations shall not be shared with anyone other than the Licensor and Licensee's tech personnel.
- 3.6 Personal RF monitors must be worn and examined when it is not possible to turn off the energy to any and all existing devices on the structure.
- 3.7 The coating system shall be checked for hazardous materials. Where hazardous materials are found, the environment, potable water supply and all personnel shall be protected from contamination in accordance with applicable standards.
- 3.8 The shall provide fall protection for their personnel during installation or inspection of any Equipment in accordance with OSHA.
- 3.9 Cables shall not be attached to any ladder structures, in accordance with OSHA standards.

- 3.10 Manholes and other access ports shall not be obstructed in any way by cable routing or attachments, in accordance with OSHA standards.
- 3.11 Balconies and platforms shall not be obstructed in any way by cable routing or attachments, in accordance with OSHA standards.
- 3.12 Licensee's must comply with applicable Site Safety Plans.

4.0. **General Workmanship:**

- 4.1 Epoxy attachments shall not be used. Epoxy compounds can lose strength at temperatures exceeding 140 degrees Fahrenheit. Additionally, epoxy compounds can be subjected to extreme stresses from thermal expansion/contraction of the metal structure due to changes in the ambient temperature and subsequently exhibit shear failure.
- 4.2 Stud welding shall not be used. A properly installed stud weld will scorch the internal coating system in the same manner as a full seal weld. In addition, the plate attachment to the studs is open to water seepage and corrosion from trapped water and moisture. Proper coating procedures cannot be used on the Tank surfaces that have plates or other attachments bolted to them.
- 4.3 Any penetrations larger than three inch (3") in diameter that are to be cut into the support structure require special expertise in design and installation to minimize the possibility of structural damage to the structure. Consideration should be given to reducing the Tank water level whenever openings are cut into the support structure per AWWA D100 – A5.6 recommendations. A professionally engineered solution must be provided.
- 4.4 Older Tanks are prone to hidden corrosion. A careful inspection of all components, including ultrasound thickness measurements are recommended to verify the Tank's structural strength relative to the original design. Corrective repairs should be made as recommended by a professional structural engineer competent with ANSI/ TIA-222-G, ASCE/SEI 7 and AWWA D100 standards.
- 4.5 Should Licensee's Equipment installed on the Tank and Site be allowed to remain at the site during tank maintenance at Licensee's expense antenna cables should be arranged and located to allow protective wrapping during abrasive blasting and recoating. Neatly arranged cables shall be offset from the Tank to allow maintenance s to perform this work without removing the cable runs. Chaining or strapping to tower legs or handrails is not allowed. Cable runs should be routed under balconies or walkways to minimize access and rigging interference. Vertical coax routing up a leg should be orientated towards the center of the Tank on the inside face of the leg, typically between the struts and riser rods.

- 4.6 Licensee shall use hinged cluster brackets with snap-in clips capable of supporting twenty-four (24) 1 5/8" coax cables and shall route the coax cables on the inside of the cluster brackets.
- 4.7 Cables and antenna shall be installed to provide a minimum of six inch (6") clearance from the coating systems. Any deviations must be expressly approved by Licensor.
- 4.8 Coax runs shall have a minimum of four foot (4'-0") clearance from Tank logos. The coax run on the Tank bowl shall be shrouded and painted to match the Tank.
- 4.9 A heavy duty "Hoisting Bracket" shall be installed at the top of the messenger pipe for the purpose of coax support on the tank leg. The weight of the coax cannot be supported on the catwalk penetration or on the bowl brackets used for routing coax over the dome.
- 4.10 If new antennas are installed on the top of the Tank, FAA obstruction lighting may need to be installed or raised to meet FAA guidelines. Local FAA height restrictions should be adhered to strictly.
- 4.11 Many components common to the communications industry are designed for easy shipping. When bolted together, back to back components should be seal welded to prevent future corrosion and rust streaking.
- 4.12 When electrical components are installed within the Tank support pedestal, the effects of high humidity, moisture and condensations should be considered and the Equipment adequately protected or waterproofed.
- 4.13 Interference with interior Tank components should be considered and avoided to minimize cable rerouting.
- 4.14 Penetrations shall be designed in accordance with AWWA D100 Section 3.13.
- 4.15 Penetrations through walkways and platforms shall be toe board compliant in accordance with OSHA regulations.
- 4.16 Ground bars and leads shall not be installed on any part of the structure. Full seal welded coax and antenna standoffs may be utilized for mounting ground bars and leads.
- 4.17 A rigorous structural analysis by a professional engineer competent in the application of the ANSI/ TIA-222-G, AWWA D100 and ASCE 7 Standards is required on each structure.
- 4.18 All installers shall comply with applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC codes, as well as EIA, TIA and AWWA, Standards will apply.

- 4.19 All materials and workmanship are to be in compliance with the latest AWWA standards.

5.0 **Welding:**

- 5.1 All welding shall be in accordance with AWWA D100 Section 8, Welding and Section 11, Inspection and Testing. This requires all welders to be certified in accordance with AWS D1.1. Only Licensor's approved contractors will be allowed to weld on Licensor's managed Tanks.
- 5.2 All welds to the Tank surface shall be made with E7018 low hydrogen rod and shall be smooth and free of burs and undercuts. Unacceptable welds shall be repaired as Section 6.1 below indicates to meet AWWA D100 requirements.
- 5.3 No welding shall be done when the ambient temperature is below 32 degrees Fahrenheit unless the cold weather welding requirements of AWWA D100, Section 10.2.1 are followed.
- 5.4 Penetrations shall not intersect Tank weld seams. Penetrations should clear existing seams by 6 inches (6"). If this clearance is not possible, a review by a professional engineer shall be made of adjacent weld seams that may be affected by local welding.
- 5.5 Welding to the Tank or access tube opposite the water level is not permitted. The water level shall be drawn down to a level not less than 2 feet (2') below the point of welding.
- 5.6 Galvanized components shall not be welded directly to the Tank surface. Galvanized surfaces mating to the Tank structure must be ground free of galvanizing prior to welding.
- 5.7 Tubular columns on multi-leg supported Tanks are hermetically sealed and must not be breached or punctured under any circumstance since moisture will accumulate inside the leg and eventually cause serious structure damage.

6.0 **Painting:**

- 6.1 Welding may cause blistering of the interior paint opposite the weld. Damaged interior paint surfaces shall be repaired in a manner that is compatible with the existing paint system. Exterior paint damage shall be repaired after completion of the antenna installation, and should be compatible with the existing paint system. It is recommended that a one-year anniversary inspection be made to evaluate the quality of the touchup and repainting if required. AWWA D102 should be consulted for proper paint procedure.

- 6.2 All painting and surface preparation shall be in compliance with SSPC and NACE regulations.
- 6.3 Utility Service Company must be given "First Right of Refusal" to perform the interior touch ups on Tanks that are currently being maintained by Utility Service Company.

7.0 **Electrical:**

- 7.1 All installation work shall be performed in a neat and workmanlike manner. Any new installation shall not cause mechanical, electrical or electronic interference to other RF Equipment located on the site.
- 7.2 All installations shall comply with all applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC codes, as well as EIA, TIA and AWWA standards must be adhered to.
- 7.3 All RF Equipment and transmission lines installed shall be FCC type accepted for the radio service and frequencies proposed in the License Agreement and attached exhibits.
- 7.4 All transmission lines shall be attached to tower coax supports using snap-in hangers. The use of stainless steel angle adapters (Andrew 31768A or approved equal) is authorized. Cable ties are not permitted.
- 7.5 Cable runs shall be buried between the tower and electrical Equipment housing. Any excessive or slack cabling must be attached at the cabinet or inside the shelter. No excessive or slack cabling should be visible on the Tank or attached to the Tank itself.
- 7.6 When possible, the Equipment cabinet or shelter will be located a minimum of ten feet (10'-0") from the Tank.
- 7.7 A four (4) to six (6) gang meter for Power and Telco shall be provided by the Licensee.

8.0 **Equipment:**

- 8.1 All transmission lines shall be tagged at the top and bottom of each run near the connector with an identification tag containing the Licensee's name, with Sector location FCC or IRAC call sign and the frequency assigned. Brass tags with copper wire are preferred. Plastic tags with vinyl labels or indelible ink markings are acceptable. Licensee's name, site name, site I.D., site address, contact for the licensee, phone number and the output power must be posted at the site.

- 8.2 Licensee shall be responsible for the proper signage at the site per all regulatory requirements. Attaching signs to the Tank is not allowed.
- 8.3 Equipment shall only be installed in locations and positions determined by the Licensor. The Licensor's Project Manager will designate the exact locations for the installation of electric equipment, transmission lines and antennas. If for any reason the proposed installation cannot conform to these instructions, the Licensor's Project Manager shall be contacted prior to any further work.
- 8.4 All installed Equipment shall be housed in suitable EIA approved enclosures or Equipment racks. All enclosure doors and covers shall remain closed and locked at all times except during actual Equipment servicing.
- 8.5 New installations will not cause mechanical, electrical or electronic interference to other Licensee's RF Equipment, other associated Licensee's Equipment or any Licensor Equipment located in the Equipment shelter, tower structure or anywhere else on the site.
- 8.6 The use of Ice Bridges must be approved by the Licensor.

9.0 **Inspections & Approvals:**

- 9.1 Licensor shall require a structural analysis for review and approval. (See "Exhibit D-3" for Requirements)
- 9.2 Licensor shall be provided with 'as-built plans' for review.
- 9.3 Licensor shall be provided with all drawings for review and approval prior to start of construction. (See "Exhibit D-3" for Requirements)
- 9.4 Licensee must have the following in hand prior to releasing the site for permitting.
 - A. Fully Executed License Agreement / Amendment
 - B. Licensor's Approved Structural
 - C. Licensor's Approved and Stamped Drawings
 - D. Licensor's Approved to perform the work on the tank
 - E. All fees and charges must be paid
 - F. Copy of P.O. Confirming Scope of Work (Pricing redacted)
 - G. Licensor Issued NTP Executed with a firm construction start date
- 9.5 Licensor will issue an NTP prior to the site being released for construction/permitting. Licensee must sign and give a firm construction date and return the NTP to Licensor. Licensor will then release the site for construction. Licensor will supply a Tank Owner contact name and number to Licensee.
- 9.6 Licensor must be supplied with a copy of the Purchase Order (P.O.) and/or Notice to Proceed (NTP) and a tentative schedule date of when exterior and interior touch up will be completed.

- 9.7 shall provide a closeout package at the end of the project prior to acceptance by Licensor. This package shall supply as a minimum, photographs, sweep charts, copies of permits and as-built drawings and lien waivers for subs and vendors.
- 9.8 **Licensor must complete a final inspection and approve the installation prior to Licensee going on air.**
(Regardless of)

If you have any questions regarding these installation standards contact:

Lee Duke, Project Manager

Office: 800-679-7819

Desk: 478-988-5260

Cell: 478-396-0843

OR

Debbie Sullivan, Vice President / Director

Office: 800-679-7819

Desk: 478-988-5255

Cell: 478-396-9534

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing
CC: Mayor Billy Hewes Gerard Bellocq, Finance
 Dr. John Kelly, CAO Wayne Miller, P.E., Public Works
From: Kris Riemann, P.E. *RKR*
Date: 3/27/20
Re: **Certificate of Partial Substantial Completion**
 - Downtown Streetscape Improvements, Phase 3

Attached for your consideration is the Certificate of Partial Substantial Completion for the above referenced project. This inspection was for the Electrical portion for the Intellistreet Lighting only on the Streetscape Project. This will allow the City to take “beneficial use” of the street lighting and begin to pay the monthly bills for the streetlights. The streetlights were added to the contract through a change order and extended the contract time. The original contract time was awarded on June 5, 2018, for 170 calendar days. Since this contract was awarded, the City requested a change order to add the Intellistreet Lighting adding 278 calendar days bringing the completion date to September 30, 2019. It is reasonable to accept these street lights now so that the City and the Aquarium can begin using them. This electrical portion was substantially complete as of March 12, 2020. All punch list items listed have been completed by the contractor. All other work is not complete and we are in discussions with our legal office and the contractor to come to a solution.

The project includes demolition of existing pavements, construction of new sidewalks, new Intellistreet lighting, irrigation and landscaping in the area of 15th Street south to Highway 90 between 20th Avenue to 23rd Avenue.

The project is funded by Community Development Block Grant funding. I recommend approval.

Please place this item on the April 7, 2020 Council Agenda.

Attachments: 1. Dax Alexander, P.E., Letter Dated 3/19/20
 2. Certificate of Partial Substantial Completion

March 19, 2020

Mr. Kris Riemann, P.E., Director
City of Gulfport Engineering Department
4050 Hewes Avenue
Gulfport, MS 39507

**RE: Downtown Streetscape Improvements, Ph. III
Gulfport, Mississippi**

Dear Mr. Riemann:

An inspection was recently conducted on the Electrical portion of the referenced project. A Certificate of Partial Substantial Completion (ELECTRICAL), along with accompanying Punch List has been prepared and two (2) originals are attached.

The Contractor has planned to complete the Punch List by April 3, 2020.

Also attached, is a copy of the electrical power bill for the street lighting, being Mississippi Power Company (MSPCO) Account No. 74919-68008, with service located at 1419 22nd Avenue.

Pursuant to the work progress meeting of today's date, please process the Certificate of Partial Substantial Completion (ELECTRICAL) and present to City Council for acceptance at the April 7, 2020 meeting; subject to the Contractor's completion of the Punch List by April 3rd. Additionally, please process acceptance and transfer of the power bill account to the City of Gulfport.

Additionally, we understand that the City of Gulfport will accept the power bill as of February 7, 2020, which may be reimbursed or included in a future Change Order.

Should you have any questions or comments, please feel free to contact me.

Sincerely,



Dax Alexander, P.E.
President

Attachments

Cc: Will Battley, Gulf Breeze Landscaping, LLC (w/attachments)

RECEIVED
3/19
4050 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612

131 Rue Magnolia
Biloxi, MS 39530
228-436-7612

3221 Market Street
Pascagoula, MS 39567
228-436-7612

www.bmaengineers.com

CERTIFICATE OF PARTIAL SUBSTANTIAL COMPLETION
ELECTRICAL ITEMS

City of Gulfport

Downtown Streetscape Improvements, Ph. III

DATE OF ISSUANCE: March 16, 2020

OWNER: City of Gulfport

CONTRACTOR: Gulf Breeze Landscaping, LLC ENGINEER: Brown, Mitchell & Alexander, Inc.

PROJECT: Downtown Streetscape Improvements, Ph. III

OWNER'S CONTRACT NO. _____ ENGINEER'S PROJECT NO.: 17-3544A

This Certificate of Substantial Completion applies to all Work under the Contract Documents for **PARTIAL PROJECT (ELECTRICAL ITEMS)**

TO: City of Gulfport

OWNER

AND TO: Gulf Breeze Landscaping, LLC

CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, AND ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

March 12, 2020

DATE OF PARTIAL SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within fourteen (14) days of the issuance of this Certification of Partial Substantial Completion (Electrical Items).

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, insurance, and warranties and guarantees shall be as follows:

RESPONSIBILITIES

OWNER: Owner assumes responsibility for maintenance starting March 12, 2020

CONTRACTOR: Contractor to complete the attached list of items to be corrected or completed and provide one full year warranty beginning March 12, 2020

The following documents are attached to and made a part of this Certificate:

Tentative List of Items to be Corrected or Completed

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on 3/18/2020, 2020.

Dax Alexander
Engineer - Brown, Mitchell & Alexander, Inc.

CONTRACTOR accepts this Certificate of Substantial Completion on 3/18/2020, 2020.

W. B. Breezy
Contractor – Gulf Breeze Landscaping, LLC

OWNER accepts this Certificate of Substantial Completion on _____, 2020.

Owner – City of Gulfport

LIST OF ITEMS TO BE CORRECTED OR COMPLETED

General Items:

1. Planting and Irrigation for hanging baskets to be reviewed at future inspection.
2. Contractor to contact manufacturer for explanation of striping on pole finish.

Specific Items:

1. Paint PVC black on all hanging baskets.
2. Remove concrete splatter from all poles, specifically Poles A, E, F, I and L.
3. Replace screw on Pole L.
4. Remove sonotube and grout foundations for Poles M, N, L, O, P, No. 4 and No. 16.
5. Touch up and clean Poles 2, 3, 4, 8, 9, 11 and 21.
6. Repair manufacturer defect on Pole 5 (light stays "ON" and is not working properly).
7. Remove extra irrigation line near Pole 7.
8. Grout foundations at Poles 10, 17, 19, 20 and 24.
9. Lower landscaping around Pole 18.
10. Add ground wire from meter box to control box.
11. Repair/Replace the color light on Pole 24. Light is not "ON".
12. Deliver keys for power control station locks to the City.
13. Straighten all fixtures on top of poles.
14. Plumb Pole 14.
15. See attached Canon Field Report dated 3/12/20 for additional items to be corrected or completed.

Canon Engineering LLC

P.O. Box 6549
Diamondhead, MS
Telephone: 228.861.3780
canon@canoneng.net

Field Report

To: Brown, Mitchell & Alexander, Inc.
401 Cowan Road Suite A,
Gulfport, Mississippi 39507
Date/time: 2020-03-12 9:30am – 11:00am
Project: Downtown City Streetscape Phase 3
Project #: Canon Engineering LLC #17027
Location: Gulfport, Mississippi
Contractor: Gulf Breeze
Weather: 75°±, Clear
Present on Site: Wyatt Peterson (BMA), Dax Alexander (BMA), Will Battley (GBL), Henry Shapens (Commercial Electric), Jeremy Harrison (City of Gulfport), Victor Lachin (Canon Engineering)

Attention: Wyatt Peterson

Final progress review noted the following:

1. All luminaire assemblies were installed and permanently connected to the electrical system.
2. The Electrical Service was complete. The raceway enclosing the grounding electrode conductor was steel and not PVC as noted on the Drawings. The contractor will revisit this change with the City Inspector. Rework the grounding electrode conductor to be continuous and un-spliced from the bonded neutral and ground bars of the panel to the grounding electrode. Connect the meter bonding conductor to the grounding electrode conductor with an exothermic weld or bronze mechanical connector. Install the grounding electrode conductor and meter bond in Schedule 80 PVC.
3. Time clock shall operate contactors to override the photoelectric switches.
4. Apply pole numbering numerals to base of pole once numbers are established.
5. Touch up pole and foundation top finishes.
6. Label panel directory to reflect final pole numbers.
7. Provide electrical equipment enclosure labels. Deliver panel key to Owner.
8. Provide training on operation of time clock and other systems as required by the Contract.

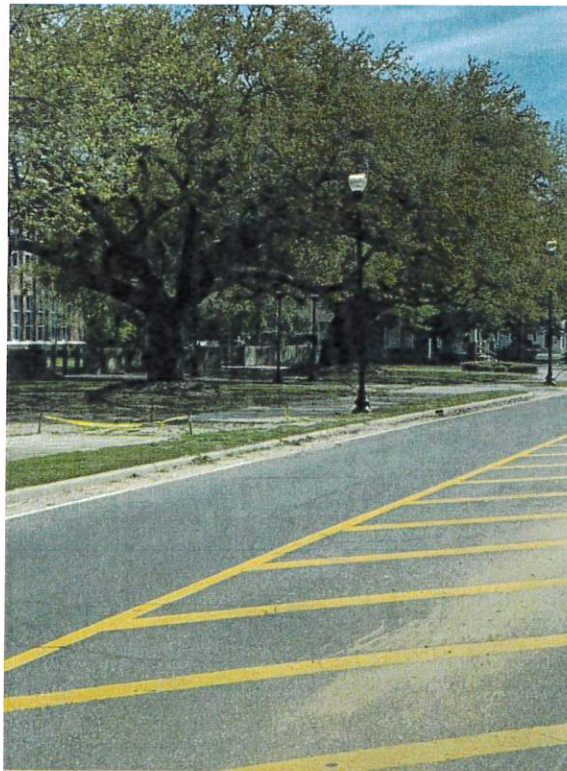
Field Report No. 17027 FR.005



Victor Lachin, PE
victor.lachin@canoneng.net

Copies to: File







Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Jessica Versiga, Procurement Specialist

Date: March 25, 2020

**Re: Request Permission to Purchase Promotional Items
Leisure Services Department**

The Leisure Services Department is requesting permission to purchase promotional items for City upcoming events for 2020-2021. Events include but are not limited to annual Boo Bash, Mother Son event, Thanksgiving and Fall events for seniors, and the Sugarplum Saturday Christmas parade, Daddy Daughter Dances, and Senior Mardi Gras Mambo. The total amount requested is NTE \$26,000.00.

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.”

Thank you for your consideration.

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 7th day of April, 2020, 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's Department of Leisure Services regularly participates in and/or sponsors functions, events and community outreach efforts intended to promote a good relationship between the City and the community that it serves; and

WHEREAS, the Department desires to purchase various items in support of a number of events that it sponsors as more fully outlined in the attached documentation; 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), an expenditure of approximately \$26,000.00 for the purchase of items for events such as Boo Bash event, Mother Son event, Senior Activity fall events, Sugarplum Saturday Christmas parade, Daddy Daughter Dances and Senior Mardi Gras Mambo.

WHEREAS, the items identified in the attached documentation serve 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 Council and Administration, is hereby authorized to expend municipal funds in the approximate amount of \$26,000.00 for items such as Boo Bash event, Mother Son event, Senior Activity fall events, Sugarplum Saturday Christmas parade, Daddy Daughter Dances and Senior Mardi Gras Mambo.

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 _____, 2020.

(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 _____, 2020.

APPROVED:

MAYOR

MEMORANDUM – CITY OF GULFPORT

Date: MARCH 24, 2020

To: Mayor Billy Hewes
City Council Members

From: Greg Pietrangelo, Director
Department of Urban Development

Re: Resolutions Awarding Bids For Lot Clean-Up and/or Demolitions Of
Certain Property Within The City Of Gulfport And Providing For
Assessment Of Cost To The Said Properties Being Presented To The
City Council On The 7th Day Of April, 2020.

**Please place the attached item on the above referenced council agenda for
resolutions awarding bids.**

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 7th day of April, 2020, the following Resolution:

**A RESOLUTION AWARDING AND/OR REJECTING BIDS FOR LOT CLEANUP
AND/OR DEMOLITION OF CERTAIN PROPERTY WITHIN THE CITY OF
GULFPORT AND PROVIDING FOR THE ASSESSMENT OF COSTS TO THE SAID
PROPERTIES**

WHEREAS, at a prior meeting of the Gulfport City Council, certain and various properties located within the City of Gulfport were declared to be in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community; and

WHEREAS, by prior action of this Council, the City of Gulfport was authorized to advertise for bids to perform the noted and required work on the identified properties; and

WHEREAS, having advertised for bids and having received bids, the following represent the lowest and best bids received (per parcel) for the work as described therein:

- Parcel 1: 0710K-01-033.000. Lot 11 New Pinehurst Subd Unit #2. Awarded To Grassmasters Lawn Service LLC For \$129.00 To Cut & Clean The Property, Remove/Haul Off Trash & Debris From Site Located At 3415 54th Ave. (Pickart Jillian Nicole) Case: 5421
- Parcel 2: 0711H-06-013.001. Lots 22 To 24 Inc Blk 2 Woodlawn Subd. Awarded To Grassmasters Lawn Service LLC For \$339.00 To Cut & Clean The Property, Remove/Haul Off Trash & Debris From Site Located At 40th Ave. (State Of Mississippi) Case: 5477
- Parcel 3: 0911C-01-003.000. Lots 5 To 8 Inc Blk 11 Live Oak. Awarded To L & M Lawn Care For \$3372.00 To Bring Building Up To Code Or Demolish From Site Located At 211 28th St. (Espinoza Samuel Santos) Case: 5138
- Parcel 4: 0810F-02-112.000. Lots 11 & 12 Blk 330 North Gulfportsecs 27/28-7-11. Awarded To Purposed By Design Lawn Maintenance Llc For \$80.00 To Cut & Clean The Property, Remove/Haul Off Trash & Debris From Site Located At 4317 Alabama Ave. (Lee Mckinley & Angela) Case: 5264
- Parcel 5: 0811B-06-003.000. Lot 3 Blk 9 Arlington Heights. Awarded To Grassmasters Lawn Service LLC For \$99.00 To Cut & Clean The Property, Remove/Haul Off Trash & Debris From Site Located At 2621 18th Ave. (State Of Mississippi) Case: 5436
- Parcel 6: 0909P-01-024.002. Beg 805 Ft N & 375 Ft W Of Se Cor Of Sec 24 On S Mar Of Of Otto Ave S130 Ft To Mar Of Canal W Along Canal 200 Ft N 130 Ft To Rd E Along Rd 200 Ft To Pob Part Of Se1/4 Of Se1/4 Of Sec 24-7-11. Awarded To Purposed By Design Lawn Maintenance Llc For \$545.00 To Remove Unsafe Brick Column(s) From Site Located At Otto Ave. (Fiegenbaum George Ralph) Case: 5382
- Parcel 7: 0808I-03-115.000. Lot 18 Blk 3 Norwood Subd. Awarded To Purposed By Design Lawn Maintenance LLC For \$345.00 To Board Up And Secure All Openings From Site Located At 1006 Patricia Dr. (Englebreetsen Mitsuko) Case: 5484

WHEREAS, the Mayor and Members of the Council find and do so determine that pursuant to bids heretofore received for lot cleanup and/or demolition of certain property described above in the City of Gulfport, that the bid price noted above is the lowest and best price and should

be accepted; and

WHEREAS, the Mayor and Members of the Council further find and do so determine that Notice to Proceed should be given to the listed property above, and that the actual costs of cleanup should be assessed against the property as provided by law including a \$250.00 penalty.

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 individual bids for the cleanup of the certain properties described above within the City of Gulfport, should be accepted as the lowest and best bid/bid price.

SECTION 3. That Notice to Proceed should be immediately given to the lowest and best bidder as noted above and the completion of all work shall be accomplished within 30 calendar days. If extenuating circumstances occur, the company may request an extension of time in writing to complete the work.

SECTION 4. That the costs of lot cleanup, plus a \$250.00 penalty, should be assessed as a lien against the said properties and shall be enrolled in the Office of the Circuit Clerk of the First Judicial of Harrison County, Mississippi, as other judgments are enrolled, as provided by 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:

YEAS:

NAYS:

ABSENT:

WHEREUPON, the President thereby declared the motion carried and the Resolution adopted this the _____ day of _____, 2019.

(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 _____, 2019.

APPROVED:

MAYOR

MEMORANDUM – CITY OF GULFPORT

Date: MARCH 24, 2020

To: Mayor Billy Hewes
City Council Members

From: Department of Urban Development
Code Enforcement

Subject: Awarding Of Bids

RE: Resolution Awarding Bids For Lot Cleanups and/or Demolition Of
Certain Property Within The City Of Gulfport And Providing For
Assessment Of Cost To The Said Properties Being Described:

WARD 1

- Parcel 1: 0710K-01-033.000. Lot 11 New Pinehurst Subd Unit #2. Awarded To Grassmasters Lawn Service LLC For \$129.00 To Cut & Clean The Property, Remove/Haul Off Trash & Debris From Site Located At 3415 54th Ave. (Pickart Jillian Nicole) Case: 5421
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WARD 3

- Parcel 3: 0911C-01-003.000. Lots 5 To 8 Inc Blk 11 Live Oak. Awarded To L & M Lawn Care For \$3372.00 To Bring Building Up To Code Or Demolish From Site Located At 211 28th St. (Espinoza Samuel Santos) Case: 5138
- Parcel 4: 0810F-02-112.000. Lots 11 & 12 Blk 330 North Gulfportsecs 27/28-7-11. Awarded To Purposed By Design Lawn Maintenance Llc For \$80.00 To Cut & Clean The Property, Remove/Haul Off Trash & Debris From Site Located At 4317 Alabama Ave. (Lee Mckinley & Angela) Case: 5264
- Parcel 5: 0811B-06-003.000. Lot 3 Blk 9 Arlington Heights. Awarded To Grassmasters Lawn Service LLC For \$99.00 To Cut & Clean The Property, Remove/Haul Off Trash & Debris From Site Located At 2621 18th Ave. (State Of Mississippi) Case: 5436

WARD 4

- Parcel 6: 0909P-01-024.002. Beg 805 Ft N & 375 Ft W Of Se Cor Of Sec 24 On S Mar Of Of Otto Ave S130 Ft To Mar Of Canal W Along Canal 200 Ft N 130 Ft To Rd E Along Rd 200 Ft To Pob Part Of Se1/4 Of Se1/4 Of Sec 24-7-11. Awarded To Purposed By Design Lawn Maintenance Llc For \$545.00 To Remove Unsafe Brick Column(s) From Site Located At Otto Ave. (Fiegenbaum George Ralph) Case: 5382

WARD 5

Parcel 7: 0808I-03-115.000. Lot 18 Blk 3 Norwood Subd. Awarded To Purposed By Design Lawn Maintenance LLC For \$345.00 To Board Up And Secure All Openings From Site Located At 1006 Patricia Dr. (Englebreetsen Mitsuko) Case: 5484

TOTAL: \$ 4909.00

Memorandum

To: The Honorable Mayor and City Council
From: Connie Debenport, CPPB
Date: March 12, 2020
Re: Emergency Purchase Authorization
Flat Branch Sewer Force Main Repair
Department of Public Works

Attached please find a letter of explanation from Director of Public Works, Wayne Miller, along with a quote from United Rentals in the amount of \$5,750.00 to repair a break in the 14" sewer force main located at Flat Branch. Purchase Order #209403 has been issued in support of this emergency.

As per MS Code 31-7-1 (f), documentation of this emergency is to be placed on the minutes of the board.

I thank you for your consideration.

Memorandum – City of Gulfport



PUBLIC WORKS

TO: Connie Debenport, Purchasing

CC: Ryan Merrill, Assistant Director of Public Works
Veronica Weaver, Public Works Budget Analyst

FROM: Wayne E. Miller, P.E., Director of Public Works *WEM*

DATE: March 11, 2020

RE: **Emergency Purchase for Repair/Bypass of Sewer Force Main Break at Flat Branch**

On March 11, 2020 it was discovered that there was a break in the 14 inch sewer force main located at Flat Branch. A break of this magnitude is allowing pressurized raw sewage to flow into the environment. To maintain EPA regulations this must be corrected immediately. This would be considered an emergency due to “failure of transport or treatment of sewage” per State of Mississippi Purchase Law, Section 31-7-1(f).

United Rentals has submitted a quote in the amount of \$5,750.00 to provide a bypass system to the next manhole to stop the sewage leak. Attached is copy of this quote.

In order to restore the sewer force main to the proper operating condition, I recommend this emergency purchase.



RENTAL QUOTE

BRANCH 65K
9257 WEST OAKLAWN ROAD
BILOXI MS 39532
601-238-1520

179842738

Job Site

CUSTOMER PICK UP
9257 W OAKLAWN RD
BILOXI MS 39532-8047

Office: 228-868-5740 Job: 228-868-5740

CITY OF GULFPORT
PO BOX 1780
GULFPORT MS 39502-1780

Customer # : 1129727
Quote Date : 03/10/20
Estimated Out : 03/10/20 08:00 AM
Estimated In : 04/07/20 08:00 AM
UR Job Loc : 9257 W OAKLAWN RD, B
UR Job # : 19
Customer Job ID:
P.O. # : TBD
Ordered By : LYLE SMITH
Written By : CHRISTOPHER KOENENN
Salesperson : WOODY SEARCEY

This is not an invoice
Please do not pay from this document

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
650	545/2409	8" HDPE PIPE DR26		.33	1.00	3.00	1,950.00
1	5000885	PIPE FUSION MACHINE 6" - 18" TRACK		300.00	900.00	2700.00	2,700.00
Rental Subtotal:							4,650.00
SALES/MISCELLANEOUS ITEMS:							
Qty	Item		Price		Unit of Measure		Extended Amt.
2	LABOR	[LABOR/MCI]	450.000		EACH		900.00
	LABOR FOR TECH TO COME FUSE PIPE WITH MACHINE						
1	DELIVERY CHARGE		100.000		EACH		100.00
1	PICKUP CHARGE		100.000		EACH		100.00
Sales/Misc Subtotal:							1,100.00
Agreement Subtotal:							5,750.00
Estimated Total:							5,750.00

COMMENTS/NOTES:

CONTACT: LYLE SMITH
CELL#: 228-868-5740

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

Official Purchase Request

UNDER 5K	
OVER 5K	X
OVER 50K	

☐	Executive	☐	Fire	☐	Public Works	☐	Police
☐	Legislative	☐	Liesure Services	☐	Engineering	☐	Capital
☐	Judicial	☐	Harbor	☐	Water Operations	☐	Capital
☐	Legal	☐	Community Development	☒	Sewer Operations	☐	Capital
☐	General Admin.	☐	Utility Billing	☐	Traffic	☐	Capital
☐	Urban Development	☐	Economic Development	☐	Streets & Drainage	☐	Other

Date: 3/12/2020

Requisition #: _____

Requestor / POC: WAYNE MILLER

PO #: _____

Department: PUBLIC WORKS

Suggested Vendor: UNITED RENTALS

Account #'s: 825-626700: \$4,650.00

Vendor #: 3180

825-620900: \$1,100.00

POC: _____

Phone #: _____

Fax #: _____

Email: _____

STATE BID / BID GROUP: NOT ON BID

Council Approval: N/A

LINE	QTY	UOM	ITEM#	DESCRIPTION	UNIT COST	EXTENDED COST
1	1	MO	545/2409	8" HDPE PIPE DR26 (650 AT \$3/EA FOR (1) 4 WEEK PERIOD)	\$ 1,950.00	\$ 1,950.00
2	1	MO	5000885	PIPE FUSION MACHINE 6" - 18" TRACK	\$ 2,700.00	\$ 2,700.00
3	2	EA	N/A	LABOR FOR TECH TO FUSE PIPE W MACHINE	\$ 450.00	\$ 900.00
4	1	EA	N/A	DELIVERY CHARGE	\$ 100.00	\$ 100.00
5	1	EA	N/A	PICK UP CHARGE	\$ 100.00	\$ 100.00
6						\$ -
7						\$ -
8						

FREIGHT / SHIPPING COST

TOTAL

\$5,750.00

COMMENTS / JUSTIFICATION

EMERGENCY REPAIR AT FLAT BRANCH SEWER FORCE MAIN PER MS PURCHASE LAW SECTION 31-7-1(f)

SEE ATTACHED EMERGENCY LETTER FROM DIRECTOR OF PW

LINES 1-2: RENTAL FOR 1 MONTH (PERIOD 3/12/2020-4/12/2020) -- LINES 3-5: LABOR/FEES

REQUESTOR SIGNATURE

DATE

V. Weaver

3-12-20

DOC #

P1

AUTHORIZED SIGNATURE

DATE

PURCHASING WEBSITE LINK



Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: March 18, 2020

Re: HVAC Unit A/C Systems
Municipal Complex

I have reviewed the quotes received on the above referenced item and find Powers Inc. to be the lowest and best bid for a total amount of \$8,550.00.

I have issued Purchase Order #209470 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.



PROPOSAL

Attention:	LT. Clay Faulks
Project:	Insight to Desigo Migration
Location:	Gulfport Police Head Quarters
Date:	03/16/2020
Proposed By:	Troy Abell

Scope

Below is our proposal upgrade the existing Insight Front End to Desigo CC

- Install all necessary software and licensing on customer supplied computer
- Upgrade panel firmware to be compatible with new software
- Create new graphics for all of the existing equipment that is currently on site and tied into the existing system
- Coordinate all hardware requirements needed with the internal IT Department
- Onsite Customer Training
- One-year warranty from the date of completion

Exclusions and Clarifications

- All work to be performed during normal working hours
- No work to be performed on any failed or faulty field devices
- No OCIP/CCIP. (Owner/Contractor Controlled Insurance Program)
- No Performance and Payment Bonds Included.

Price -----	\$8,550.00
--------------------	-------------------

Site: Gulfport Police Head Quarters
Project: BAS Insight to Design Migration
Date: May 7, 2019

Scope of Work

Brief description of scope:

- Upgrade existing Siemens building automation software from Insight to Design CC:
 - Supply and install all necessary software and licensing on customer supplied computer
 - Siemens to communicate hardware platform requirements to Gulfport Police internal IT department
 - Upgrade panel firmware to be compatible with new software
 - Create new graphics for all air handlers, terminal boxes and water systems
 - Create new trends for critical equipment
 - Provide onsite customer training
- Provide one-year warranty from date of completion

Exclusions & Clarifications

- All work is to be performed during normal business hours
- Does not include replacement of and faulty mechanical equipment
- Does not include replacement of any faulty field devices except as noted above
- No OCIP/CCIP. (Owner/Contractor Controlled Insurance Program)
- No Performance and Payment Bonds included

Total Price-----\$9,320.00

Matthew Cunningham

Service Engineer

Cell: (228) 348-1583

Fax: (228) 265-8149

Email: matthew.cunningham@siemens.com



JEM LLC

PROPOSAL & CONTRACT AGREEMENT

Date: 3/17/2020

General Contractor/Customer:

Gulfport Police Department
Attn: Mr. Faulks
2220 15th St.
Gulfport, MS 39501
Phn: 228-262-5300
Email: cfulks@gulfport-ms.gov

Subcontractor/Service Provider:

Mechanical Service, LLC
Attn: Zachary Elkins
214 Camellia Street
Waveland, MS 39576
Phn: 228-463-1261
Email: zache@jemmechanical.com

Project: Insight Upgrade

Location: Gulfport Police Department
2220 15th St.
Gulfport, MS 39501

JEM, LLC will provide the services described below:

To furnish labor and material to upgrade BMS system.

Lump sum price of **\$12,400.00**

- Upgrade BMS software to the latest revision on customer supplied computer
- Upgrade Graphics
- Onsite Customer Training
- Warranty
- Certificate of responsibility **No. 16942-MC.**
- We have not included a performance and payment bond at this time.

This agreement is the property of Mechanical Services, LLC and is provided for customers use only. Mechanical Services, LLC guarantees the price stated in this agreement for thirty (30) days from proposal date. Upon execution as provided below, this agreement, including the following pages attached hereto shall become binding and enforceable against both parties hereto. Customer, by execution of this agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this agreement.

Mechanical Services, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

Gulfport Police Department

Signature: _____

Name: _____

Title: _____

Date: _____



JEM LLC

Contract Agreement Terms and Conditions

1. Customer shall permit Service provider free and timely access to areas and equipment, and allow Service Provider to start and stop the equipment as necessary to perform required service. All planned work shall be performed during the Service Providers normal working hours.
2. In case of any failure to perform its obligations under this agreement, Service Provider's liability is limited to repair or replacement at its option and such repair or the replacement shall be the Customer's sole remedy.
3. Customer shall be responsible for any taxes applicable to the services and/or materials hereunder.
4. Customer will promptly pay invoices within thirty (30) days of invoice date.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Service Provider's rates then in effect) over the sum of the stated agreement.
6. Service Provider will not be required to move, replace or alter any part of the building structure in the performance of this agreement.
7. Customer shall permit only Service Provider's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than the Service Provider's personnel perform such work, Service Provider may, at its own option, cancel this Agreement or eliminate the involved item from inclusion in this Agreement.
8. In the event Service Provider must commence legal action in order to recover any amount payable under this agreement, customer shall pay Service Provider all court costs and attorneys' fees incurred by Service Provider.
9. Any legal action against the service Provider relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of work.
10. Service Provider shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, action of the elements, forces of nature, or by any cause beyond its control.
11. Customer shall make available to Service Provider's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
12. Service Provider expressly disclaims any and all responsibility and liability for indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Service Provider's work under this Agreement.

IN THE CITY OF GULFPORT
FIRST JUDICIAL DISTRICT OF HARRISON COUNTY
STATE OF MISSISSIPPI

**EMERGENCY MAYORAL PROCLAMATION OF EXECUTIVE
ORDER PERTAINING TO TEMPORARY CLOSING OF ENTRANCES TO
CITY BUILDINGS AND FACILITIES, AS WELL AS PROHIBITING
GATHERINGS OF MORE THAN 10 PEOPLE, LIMITING GATHERINGS
OF 10 PEOPLE OR FEWER, CLOSING VARIOUS ESTABLISHMENTS
AND LIMITING ACCESS THERETO IN THE CITY OF GULFPORT**

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency due to the coronavirus (COVID-19) pandemic and the Governor of the State of Mississippi issued a similar declaration of emergency on March 14, 2020; and

WHEREAS, on March 14, 2020, the Mayor of the City of Gulfport, Mississippi, pursuant to Miss. Code Ann. § 45-17-3, et seq. and Miss. Code Ann. § 33-15-17, et seq., issued a “Proclamation by the Mayor of the City of Gulfport Declaring a Civil and/or Local Emergency to Exist as a Result of a Threatened or Existing Public Health Emergency (COVID-19)”; and

WHEREAS, COVID-19 is a disease that can result in severe illness or death and can easily spread from person to person, and which is caused by a new strain of coronavirus that had not previously been identified in humans; and

WHEREAS, heretofore Federal, State, and Local Authorities have continually impressed upon the public the importance of heeding the guidance of the Centers for Disease Control and Prevention (CDC), state departments of health, and the President concerning steps necessary to stop the spread of this outbreak, which has now been turned into a pandemic, one of the most significant of which is the need to “social distance” ourselves from others in all places, including in the public; and

WHEREAS, authorities have previously advised the citizens of the State of Mississippi to practice social distancing measures and to avoid large gatherings; and

WHEREAS, on March 16, 2020, the President of the United States recommended the avoidance of gatherings of more than ten (10) people; and

WHEREAS, unfortunately there are many in our communities who have refused to follow or otherwise ignored this guidance and promulgated aids in maintaining social distancing and who have persisted to congregate in the public, including at places of business, all of which have and, if permitted to continue, will contribute to the spread of this disease and prolific exposure of our citizens to this emergent threat to public health and safety; and

WHEREAS, in an effort to curtail the lack of civic responsibility, to prevent the spread of this disease, and in an effort to curb the growth of cases of affected persons and conditions, authorities across the country have taken and are continuing to take extraordinary measures to limit and inhibit close personal contact in the community through the issuance of orders and enactment of legislation, many of which have restricted access to areas that are routinely used for gatherings of people; and

WHEREAS, the Mississippi Department of Health (“MDOH”) has reported that as of March 19, 2020, there were eighty (80) positive cases of coronavirus in the State of Mississippi, including eight (8) in Harrison County, Mississippi, where the City of Gulfport is located; and

WHEREAS, the City of Gulfport does not have the luxury of a “wait-and-see” approach to the coronavirus pandemic and, trends across the world have demonstrated that such an approach can and will be costly in terms of public health, including an increase in deaths; and

WHEREAS, the MDOH is now recommending that all restaurants and bars suspend dine-in services immediately and that various social and public events be limited; and

WHEREAS, extraordinary measures related to the spread of the coronavirus are necessary and needed to be expedient for the health, safety, and welfare and good order to protect the public peace and save and preserve lives; and

WHEREAS, to comply with the directives and guidelines of the CDC and the MDOH, as well as the President of the United States, as part of an effort to thwart the spread of this disease and to safeguard the health and safety of the public, including City employees, public entrances to all municipal buildings and facilities should be closed to the public as of 11:59 p.m. on Friday, March 20, 2020, and should not re-open until further notice, with the understanding that the public could still contact and perform business with City officials and employees through non-face-to-face contact via the telephone, e-mail, drive thru service (where available), and written communications (regular U. S. Mail, etc.) during this period of time; and

WHEREAS, in furtherance of these efforts and interests, all public parks should be closed to gatherings of individuals in excess of ten (10) persons, such to be effective as of 11:59 p.m. on Friday, March 20, 2020, until further notice; and

WHEREAS, in further promotion of these efforts and interests, certain events and gatherings should be temporarily curtailed and other orders issued pertaining to various other matters.

THEREFORE, pursuant to the authority vested in me by Mississippi Law, including, but not limited to, Miss. Code Ann. § 47-17-7, et seq. and Miss. Code Ann. § 33-15-17, et seq., as amended, and in the public interest of the City of Gulfport, and to safeguard and protect the health, safety, and welfare of the public, I do hereby issue this Emergency Mayoral Proclamation of Executive Order (also referred to as “Proclamation”) as set out herein.

IT IS HEREBY ORDERED, that to comply with the directives and guidelines of the CDC, the Mississippi State Department of Health, as well as the President of the United States,

as part of an effort to thwart the spread of the coronavirus (COVID-19), and to safeguard the health and safety of the public, including City employees, public entrances to all municipal buildings and facilities within the City of Gulfport shall be, and hereby are, temporarily closed to the public as of 11:59 p.m. on Friday, March 20, 2020, and shall not re-open until further notice or expiration of the ongoing State of Emergency related to this pandemic issued by the City of Gulfport, whichever shall occur first, with the understanding that the public can still contact and perform business with City officials and employees through non-face-to-face contact via the telephone, e-mail, drive thru service (where available), and written communications (regular U. S. Mail, etc.) during this period of time. It is further,

ORDERED that (1) all events of more than ten (10) people in the City of Gulfport are hereby temporally prohibited; and (2) all events of ten (10) people or fewer in the City of Gulfport are limited, as provided herein:

1. An event, for purposes of this Proclamation, is an organized, orchestrated or sponsored gathering that people are invited to attend or encouraged to attend through advertising or membership. Further, an event is a gathering for business, social, or recreational activity, including, but not limited to, community, civic, public, leisure, or sporting event; parades; concerts; festivals; conventions; fundraisers, large private parties, celebrations, or banquets; and artistic performances and spiritual and faith-based gatherings.
2. An event, for purposes of this Proclamation, is not a public location where people pass through, such as transportation centers, airports, public squares, and shopping areas. Retail establishments such as grocery stores, gas stations, pharmacies, and banks are not events. Medical facilities, office environments, factories, schools, universities, and City-owned or leased buildings where essential functions and services are being carried out are not events.
3. Organizers of events of ten (10) people or fewer must ensure that:
 - (a) Older adults and individuals with underlying medical conditions that are at increased risk of serious COVID-19 are encouraged not to attend.
 - (b) Social distancing recommendations, as prescribed by the Mississippi State Department of Health, must be met.
 - (c) Proper hygiene and sanitation must be readily available to all attendees and individuals involved.
 - (d) Environmental cleaning guidelines from the CDC are followed.

ORDERED that all restaurants located in the City of Gulfport, with or without drive-in or drive-through services, may only provide take-out, pick-up, delivery, or drive-through services as allowed by law. There shall be no in-house dining or available sitting areas for the public. It is further,

ORDERED that all bars, nightclubs, lounges, taverns, and private clubs located in the City of Gulfport shall close, except to the extent that such establishments may only provide take-out, pick-up, delivery, or drive-through services for food as allowed by law. It is further,

ORDERED that only to the extent allowed by state and federal law and the United States Constitution, this Proclamation of Executive Order prohibiting and limiting events is applicable to spiritual and faith-based gatherings. It is further,

ORDERED that this Proclamation of Executive Order shall be: (1) filed with the City Clerk; (2) distributed to the news media and other organizations reasonably calculated to bring its contents to the attention of the general public; and (3) distributed to others as necessary to ensure proper implementation of this Proclamation of Executive Order. It is further,

ORDERED that violations of this Proclamation of Executive Order may be subject to misdemeanor prosecution pursuant to State Law, including, but not limited to, Miss. Code Ann. § 45-17-9, as amended, as well as the City's Code of Ordinances, including, but not limited to, § 1-9 of the City's Code of Ordinances. It is further,

ORDERED that, except for what is otherwise set out herein, this Emergency Mayoral Proclamation of Executive Order shall be, and hereby is, effective at 11:59 p.m. on Friday, March 20, 2020. It is further,

ORDERED that all municipal parks and recreational facilities within the City of Gulfport shall similarly be, and hereby are, temporarily closed to the public as of 11:59 p.m. on Friday, March 20, 2020, and shall not re-open until further notice of expiration of the ongoing State of Emergency issued by the City of Gulfport, whichever shall occur first. It is further,

ORDERED that this Emergency Mayoral Proclamation of Executive Order shall be, and hereby is, effective Friday, March 20, 2020, at 11:59 p.m. and shall remain in effect until amended, rescinded, or superseded by another applicable Mayoral Proclamation or Executive Order or the termination of the current (and ongoing) State of Emergency related to this pandemic issued by the City of Gulfport, whichever shall occur first.

THIS, the 20th day of March, 2020, at 7:45 p.m.



MAYOR BILLY HEWES
CITY OF GULFPORT, MISSISSIPPI

ATTEST:



GERARD BELLOCQ
CITY CLERK
CITY OF GULFPORT, MISSISSIPPI



March 20, 2020

For Immediate Release:

Contact: Lashaundra McCarty
City of Gulfport PIO (228) 236-5149

EMERGENCY MUNICIPAL PROCLAMATION

On March 13, 2020, the President of the United States issued a national emergency declaration on the basis of the outbreak of COVID-19 (coronavirus). The Governor of our State issued a similar "State of Emergency" on March 14, 2020. This was followed by a Mayoral Proclamation similarly declaring the existence of a civil/local emergency in our community on March 15, 2020. Federal, State, and Local Authorities have continually impressed upon the public the importance of heeding the guidance of the Centers for Disease Control and Prevention (CDC), State Department of Health, and the President concerning steps necessary to stop the spread of this outbreak, which has now turned into a pandemic.

Efforts by many of our community members to adhere to these sanitation and social distancing guidelines are appreciated. The "Good to Go" model that involves purchasing meals from local restaurants and food establishments by way of drive-thru or delivery service has been intended to follow this guidance. Unfortunately, there are some in our community who have irresponsibly ignored these recommendations. People continuing to congregate in the public and at places of business, have only served to penalize those observing the new protocols - and worse, have created an environment where this invasive contagion can easily spread. The result is having the additional effect of forcing authorities to take drastic measures to severely curtail opportunities for public contact. This is not a choice we want to make, but is being forced upon us out of concern for the health and safety of our community.

We cannot overstress the seriousness of this situation. Based upon trends around the country, matters are likely to get worse, before they get better. If we do not act NOW, it will become grave. All one has to do is look at the experience of Italy. COVID-19 is an equal opportunity infector. It's not just Seniors - everyone is susceptible. More troubling, given the rapid spread of the disease - everybody is a potential carrier - symptomatic, or not.

These are unprecedented times, and require unprecedented action. This decision may be too late to avert an overall quarantine, but at this point, we believe it is best to implement new measures, in an attempt to stem further spread of the virus.

In keeping with newly released Mississippi State Department of Health guidelines, the City of Gulfport is putting the following measures in place:

- Closing all City properties (parks, centers, harbors, and marinas) to gatherings of groups of more than 10 people.
- Closing of City buildings to the public, but continuing the provision of City services via telephonic and/or digital means.
- Requiring the closing of all restaurants bars, nightclubs, lounges, taverns, and private clubs, except to the extent that such establishments may only provide take-out, pick-up, delivery, or drive-through services for food.

The attached proclamation outlines the new regulations in effect in the City of Gulfport, effective at 11:59 pm, March 20, 2020.

IN THE CITY OF GULFPORT
FIRST JUDICIAL DISTRICT OF HARRISON COUNTY
STATE OF MISSISSIPPI

**EMERGENCY MAYORAL PROCLAMATION OF EXECUTIVE
ORDER PERTAINING TO TEMPORARY CLOSING OF ENTRANCES TO
CITY BUILDINGS AND FACILITIES, AS WELL AS PROHIBITING
GATHERINGS OF MORE THAN 10 PEOPLE, LIMITING GATHERINGS
OF 10 PEOPLE OR FEWER, CLOSING VARIOUS ESTABLISHMENTS
AND LIMITING ACCESS THERETO IN THE CITY OF GULFPORT**

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency due to the coronavirus (COVID-19) pandemic and the Governor of the State of Mississippi issued a similar declaration of emergency on March 14, 2020; and

WHEREAS, on March 14, 2020, the Mayor of the City of Gulfport, Mississippi, pursuant to Miss. Code Ann. § 45-17-3, et seq. and Miss. Code Ann. § 33-15-17, et seq., issued a "Proclamation by the Mayor of the City of Gulfport Declaring a Civil and/or Local Emergency to Exist as a Result of a Threatened or Existing Public Health Emergency (COVID-19)"; and

WHEREAS, COVID-19 is a disease that can result in severe illness or death and can easily spread from person to person, and which is caused by a new strain of coronavirus that had not previously been identified in humans; and

WHEREAS, heretofore Federal, State, and Local Authorities have continually impressed upon the public the importance of heeding the guidance of the Centers for Disease Control and Prevention (CDC), state departments of health, and the President concerning steps necessary to stop the spread of this outbreak, which has now been turned into a pandemic, one of the most significant of which is the need to "social distance" ourselves from others in all places, including in the public; and

WHEREAS, authorities have previously advised the citizens of the State of Mississippi to practice social distancing measures and to avoid large gatherings; and

WHEREAS, on March 16, 2020, the President of the United States recommended the avoidance of gatherings of more than ten (10) people; and

WHEREAS, unfortunately there are many in our communities who have refused to follow or otherwise ignored this guidance and promulgated aids in maintaining social distancing and who have persisted to congregate in the public, including at places of business, all of which have and, if permitted to continue, will contribute to the spread of this disease and prolific exposure of our citizens to this emergent threat to public health and safety; and

WHEREAS, in an effort to curtail the lack of civic responsibility, to prevent the spread of this disease, and in an effort to curb the growth of cases of affected persons and conditions, authorities across the country have taken and are continuing to take extraordinary measures to limit and inhibit close personal contact in the community through the issuance of orders and enactment of legislation, many of which have restricted access to areas that are routinely used for gatherings of people; and

WHEREAS, the Mississippi Department of Health (“MDOH”) has reported that as of March 19, 2020, there were eighty (80) positive cases of coronavirus in the State of Mississippi, including eight (8) in Harrison County, Mississippi, where the City of Gulfport is located; and

WHEREAS, the City of Gulfport does not have the luxury of a “wait-and-see” approach to the coronavirus pandemic and, trends across the world have demonstrated that such an approach can and will be costly in terms of public health, including an increase in deaths; and

WHEREAS, the MDOH is now recommending that all restaurants and bars suspend dine-in services immediately and that various social and public events be limited; and

WHEREAS, extraordinary measures related to the spread of the coronavirus are necessary and needed to be expedient for the health, safety, and welfare and good order to protect the public peace and save and preserve lives; and

WHEREAS, to comply with the directives and guidelines of the CDC and the MDOH, as well as the President of the United States, as part of an effort to thwart the spread of this disease and to safeguard the health and safety of the public, including City employees, public entrances to all municipal buildings and facilities should be closed to the public as of 11:59 p.m. on Friday, March 20, 2020, and should not re-open until further notice, with the understanding that the public could still contact and perform business with City officials and employees through non-face-to-face contact via the telephone, e-mail, drive thru service (where available), and written communications (regular U. S. Mail, etc.) during this period of time; and

WHEREAS, in furtherance of these efforts and interests, all public parks should be closed to gatherings of individuals in excess of ten (10) persons, such to be effective as of 11:59 p.m. on Friday, March 20, 2020, until further notice; and

WHEREAS, in further promotion of these efforts and interests, certain events and gatherings should be temporarily curtailed and other orders issued pertaining to various other matters.

THEREFORE, pursuant to the authority vested in me by Mississippi Law, including, but not limited to, Miss. Code Ann. § 47-17-7, et seq. and Miss. Code Ann. § 33-15-17, et seq., as amended, and in the public interest of the City of Gulfport, and to safeguard and protect the health, safety, and welfare of the public, I do hereby issue this Emergency Mayoral Proclamation of Executive Order (also referred to as “Proclamation”) as set out herein.

IT IS HEREBY ORDERED, that to comply with the directives and guidelines of the CDC, the Mississippi State Department of Health, as well as the President of the United States,

as part of an effort to thwart the spread of the coronavirus (COVID-19), and to safeguard the health and safety of the public, including City employees, public entrances to all municipal buildings and facilities within the City of Gulfport shall be, and hereby are, temporarily closed to the public as of 11:59 p.m. on Friday, March 20, 2020, and shall not re-open until further notice or expiration of the ongoing State of Emergency related to this pandemic issued by the City of Gulfport, whichever shall occur first, with the understanding that the public can still contact and perform business with City officials and employees through non-face-to-face contact via the telephone, e-mail, drive thru service (where available), and written communications (regular U. S. Mail, etc.) during this period of time. It is further,

ORDERED that (1) all events of more than ten (10) people in the City of Gulfport are hereby temporally prohibited; and (2) all events of ten (10) people or fewer in the City of Gulfport are limited, as provided herein:

1. An event, for purposes of this Proclamation, is an organized, orchestrated or sponsored gathering that people are invited to attend or encouraged to attend through advertising or membership. Further, an event is a gathering for business, social, or recreational activity, including, but not limited to, community, civic, public, leisure, or sporting event; parades; concerts; festivals; conventions; fundraisers, large private parties, celebrations, or banquets; and artistic performances and spiritual and faith-based gatherings.
2. An event, for purposes of this Proclamation, is not a public location where people pass through, such as transportation centers, airports, public squares, and shopping areas. Retail establishments such as grocery stores, gas stations, pharmacies, and banks are not events. Medical facilities, office environments, factories, schools, universities, and City-owned or leased buildings where essential functions and services are being carried out are not events.
3. Organizers of events of ten (10) people or fewer must ensure that:
 - (a) Older adults and individuals with underlying medical conditions that are at increased risk of serious COVID-19 are encouraged not to attend.
 - (b) Social distancing recommendations, as prescribed by the Mississippi State Department of Health, must be met.
 - (c) Proper hygiene and sanitation must be readily available to all attendees and individuals involved.
 - (d) Environmental cleaning guidelines from the CDC are followed.

ORDERED that all restaurants located in the City of Gulfport, with or without drive-in or drive-through services, may only provide take-out, pick-up, delivery, or drive-through services as allowed by law. There shall be no in-house dining or available sitting areas for the public. It is further,

ORDERED that all bars, nightclubs, lounges, taverns, and private clubs located in the City of Gulfport shall close, except to the extent that such establishments may only provide take-out, pick-up, delivery, or drive-through services for food as allowed by law. It is further,

ORDERED that only to the extent allowed by state and federal law and the United States Constitution, this Proclamation of Executive Order prohibiting and limiting events is applicable to spiritual and faith-based gatherings. It is further,

ORDERED that this Proclamation of Executive Order shall be: (1) filed with the City Clerk; (2) distributed to the news media and other organizations reasonably calculated to bring its contents to the attention of the general public; and (3) distributed to others as necessary to ensure proper implementation of this Proclamation of Executive Order. It is further,

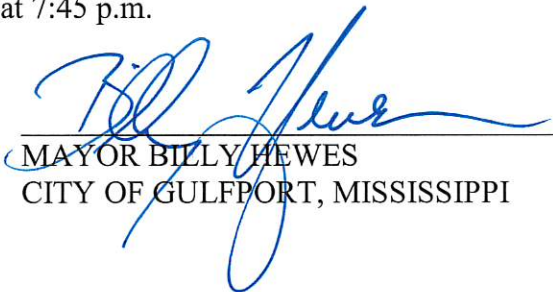
ORDERED that violations of this Proclamation of Executive Order may be subject to misdemeanor prosecution pursuant to State Law, including, but not limited to, Miss. Code Ann. § 45-17-9, as amended, as well as the City's Code of Ordinances, including, but not limited to, § 1-9 of the City's Code of Ordinances. It is further,

ORDERED that, except for what is otherwise set out herein, this Emergency Mayoral Proclamation of Executive Order shall be, and hereby is, effective at 11:59 p.m. on Friday, March 20, 2020. It is further,

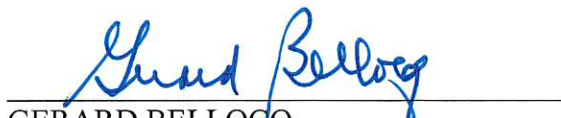
ORDERED that all municipal parks and recreational facilities within the City of Gulfport shall similarly be, and hereby are, temporarily closed to the public as of 11:59 p.m. on Friday, March 20, 2020, and shall not re-open until further notice of expiration of the ongoing State of Emergency issued by the City of Gulfport, whichever shall occur first. It is further,

ORDERED that this Emergency Mayoral Proclamation of Executive Order shall be, and hereby is, effective Friday, March 20, 2020, at 11:59 p.m. and shall remain in effect until amended, rescinded, or superseded by another applicable Mayoral Proclamation or Executive Order or the termination of the current (and ongoing) State of Emergency related to this pandemic issued by the City of Gulfport, whichever shall occur first.

THIS, the 20th day of March, 2020, at 7:45 p.m.


MAYOR BILLY HEWES
CITY OF GULFPORT, MISSISSIPPI

ATTEST:


GERARD BELLOCQ
CITY CLERK
CITY OF GULFPORT, MISSISSIPPI

IN THE CITY OF GULFPORT
FIRST JUDICIAL DISTRICT OF HARRISON COUNTY
STATE OF MISSISSIPPI

COVID-19 EXECUTIVE ORDER NO. 2

**EMERGENCY MAYORAL PROCLAMATION OF
EXECUTIVE ORDER REGARDING ADDITIONAL EFFORTS
TO FURTHER COMBAT THE SPREAD OF COVID-19
IN THE CITY OF GULFPORT, MISSISSIPPI, INCLUDING THE
ESTABLISHMENT OF A TEMPORARY MANDATORY CURFEW
AND ISSUANCE OF A “SAFER-AT-HOME” ORDER**

WHEREAS, on March 14, 2020, as Mayor of the City of Gulfport, Mississippi and pursuant to Miss. Code Ann. § 45-17-3, et seq. and Miss. Code Ann. § 33-15-17, et seq., I issued a “Proclamation by the Mayor of the City of Gulfport Declaring a Civil and/or Local Emergency to Exist as a Result of a Threatened or Existing Public Health Emergency (COVID-19)”; and

WHEREAS, within the span of a week and by March 19, 2020, the Mississippi Department of Health (“MDOH”) reported that there were in excess of 70 confirmed cases of persons infected with COVID-19 in the State of Mississippi, and which number is now (as of March 30, 2020) presently in excess of 845 with 16 deaths, 44 of which are reported cases in Harrison County, Mississippi, where the City of Gulfport is located; and

WHEREAS, COVID-19 is a new strain of coronavirus that previously had not been identified in humans, and this disease can result in severe illness or death, is highly contagious, and can be easily transmitted from person to person and by attaching to surfaces for prolonged periods of time; and

WHEREAS, heretofore Federal, State, and Local Authorities have continually impressed upon the public the importance of heeding the guidance of the Centers for Disease Control and Prevention (“CDC”), state departments of health, and the United States President concerning steps necessary to stop the proliferation of this outbreak, one of the most significant of which is the need to create “social distance” from others in all places, including in the public; and

WHEREAS, the scientific evidence shows that it is essential to slow virus transmission as much as possible to safeguard lives and to protect the ability of public and private health care providers to handle the influx of new patients and that one proven way to slow the transmission of the virus is to limit interactions among people to the greatest extent possible; and

WHEREAS, as a means of attempting to combat the prolific spread of this disease in the City of Gulfport, I issued an “Emergency Mayoral Proclamation of Executive Order” on March 20, 2020, which expanded on my earlier “Proclamation Declaring a Civil and/or Local Emergency” by temporarily closing entrances to the City’s buildings and facilities, as well as

prohibiting gatherings of more than ten (10) people and which also temporally closed various establishments; and

WHEREAS, the outbreak of COVID-19 is continuing to grow and is now infiltrating more areas in close proximity to the City of Gulfport; and

WHEREAS, as an example, the State of Louisiana presently has over 4,000 reported cases of the COVID-19 virus and 185 related deaths, and the rate of growth of the virus in Louisiana has been noted by some to be the fastest in the world so far and rivaling the rate in Italy, which has suffered over 11,000 deaths to the coronavirus to date; that the City of New Orleans, which is located within an hour's drive of the City of Gulfport, is reported as having more than 1,400 of Louisiana's 4,000 plus confirmed cases of the COVID-19 virus to date, which number largely grew in the span of the past two (2) or so weeks; and that in response to the significant rise in reported coronavirus cases in the City of New Orleans, the Mayor there recently issued a "stay at home mandate" to citizens, and the Governor of the State of Louisiana on March 22, 2020, issued an Executive Order requiring residents of Louisiana to restrict travel and to stay home; and

WHEREAS, the nationwide outbreak of COVID-19 and the effects of its extreme risk of person-to-person transmission throughout the country and region, including the Mississippi Gulf Coast, continue to significantly threaten the health, safety, and security of the citizens of the City of Gulfport; and

WHEREAS, since issuance of the May 20, 2020, "Emergency Mayoral Proclamation of Executive Order," reported cases of the coronavirus in Harrison County, Mississippi have increased and, according to the MDOH, reported cases of the disease in the State of Mississippi have significantly risen from a little more than 80 on March 19, 2020, to more than 200 as of March 22, 2020, and now to over 845 on March 29, 2020; and

WHEREAS, in continued recognition of the need to restrict the ability of this virus to spread, the Governors from several nearby States, including now Florida and Texas, have issued Executive Orders which require persons traveling from certain areas to self-quarantine for a minimum of fourteen (14) days or the length of their stay, whichever is shorter, as additional measures to combat this pandemic; and there are a number of cities and States that have now issued orders that have generally been referred to as "stay-at-home" or "shelter-in-place," the common theme of which is to require people to remain home except for those affiliated with the provision or receipt of "essential services"; and

WHEREAS, the extraordinary threat posed by COVID-19 has resulted in critical shortages of health care equipment, personal protective equipment, and possible shortages of hospital beds, throughout the region, and without additional means and measures to slow the spread of this disease in our region, health care facilities in our community are at a significant risk of being overwhelmed and which may lead to some who contract the virus requiring in-hospital treatment but not being able to receive the same; and

WHEREAS, consistent with guidance from the CDC and the MDOH, as well as after consultation with MDOH officials and local physicians, including one specializing in infectious diseases, it is clear that further courses of action and measures are necessary to protect and

safeguard the health, safety, and welfare of those residing in the City of Gulfport, to mitigate the impact of this disease, and to combat and disrupt the spread of the virus; and

WHEREAS, unbelievably in the midst of this increasing pandemic, there have numerous businesses, establishments, and individuals in the City of Gulfport who have selfishly refused to comply with the guidelines of the CDC and the President of the United States as well as have violated the Proclamation of Executive Order that I issued on March 20, 2020; and

WHEREAS, in addition, there are certain non-essential businesses whose very nature require contact of less than six (6) feet, including, but not limited to, personal care and grooming businesses, tattoo parlors, spas, exercise studios, massage parlors, fitness centers, nail salons, barber shops, cross training gyms, fitness facilities, beauty parlors, and gyms, and it is my determination that any guidance regarding social distancing while still operating such businesses is impractical, if not impossible, and, if such businesses are permitted to continue, these would contribute to the spread of this disease and expose our citizens to this emergent threat to public health and safety; and

WHEREAS, the Mayor of Gulfport is statutorily empowered through Miss. Code Ann. § 45-17-5 to order and issue a general curfew applicable to the City as deemed advisable and applicable during hours of the day or night as found necessary in the interest of the public safety and welfare and is further empowered through Miss. Code Ann. § 45-17-7 to issue such orders as are necessary for the protection of life and property; and, further, the Mayor is statutorily authorized pursuant to Miss. Code Ann. § 33-15-17 to, among other things, control and restrict egress, ingress and movement within and about the City to the degree necessary to facilitate the protection of life and property; and

WHEREAS, in a continuing effort to encourage civic responsibility, to prevent and combat the spread of this virus, and in an effort to curtail the growth of cases, authorities across the country have taken and are continuing to take and pursue extraordinary measures to limit and preclude close personal contact in communities through the issuance of orders and enactment of legislation; and such extraordinary measures related to attempting to thwart the spread of this disease continue to be necessary and needed in promotion and preservation of the public health, safety, welfare, and good order to protect public peace and save and preserve lives; and

WHEREAS, in addition to the temporary closure of certain establishments ordered because of this emergency in the “Emergency Proclamation of Executive Order” issued on March 20, 2020, certain additional businesses and establishments need to be temporarily closed to the public during this emergency; movement of citizens and visitors not associated with “Essential Businesses,” as defined and understood herein, is in need of temporary restriction by way of imposition of a curfew and restriction of movement; and it is further imperative that all residents in our City, when they are not engaged in services or operations associated with “Essential Businesses,” should limit movements outside of their homes beyond essential needs.

THEREFORE, pursuant to the authority vested in me by Mississippi Law, including, but not limited to, Miss. Code Ann. § 45-17-1, et seq. and Miss. Code Ann. § 33-15-17, et seq., as amended, and in the public interest of the City of Gulfport, and to safeguard and protect the health, safety, and welfare of the public and for the protection of life and property, I do hereby

issue this additional Emergency Mayoral Proclamation of Executive Order (also referred to as "Proclamation") as set out herein.

IT IS HEREBY ORDERED, that all provisions of the "Emergency Mayoral Proclamation of Executive Order" issued by me on March 20, 2020, not expressly in conflict with the provisions of this additional Proclamation herein shall remain in full force and effect. It is further,

ORDERED that all businesses and establishments that do not explicitly fall within the scope of "Essential Businesses," as referred to herein, and whose very nature requires contact of less than six (6) feet, including, but not limited to, personal care and grooming businesses, tattoo parlors, spas, exercise studios, massage parlors, fitness centers and facilities, health clubs, nail salons, barber shops, cross training gyms, beauty parlors and salons, gyms, and other similar businesses located in the City of Gulfport, to the extent they were not previously within the scope of the March 20, 2020, "Emergency Mayoral Proclamation of Executive Order," shall close and suspend operations, effective Tuesday, March 31, 2020, at 11:59 p.m. It is further,

ORDERED that all restaurants, bars, and dining establishments located in the City of Gulfport shall continue to remain closed, with the only exception being that these businesses may provide take-out, curbside pick-up, delivery, or drive-through services as allowed by law. To the extent there is any ambiguity, these businesses shall not provide any in-house, on-premise, or dine-in services or available sitting areas for the public, regardless of whether inside or outside of a structure or building. It is further,

ORDERED that the maximum room occupancy for all transient public lodging establishments within the City of Gulfport, which is understood and defined herein to mean and include hotels, motels, short-term rentals, and similar type businesses and operations that provide temporary lodging by way of temporary rental of rooms, mobile or immobile units, structures, enclosed spaces, or any other lodging areas or improvements shall temporarily not exceed the bed capacity of the room or facility. For example, if a room that is rented has two (2) beds, its maximum room occupancy shall temporarily be limited to two (2) persons – i.e., one (1) person per bed. It is further,

ORDERED that businesses and other similar type establishments having a large customer/client base, such as retail stores, plasma centers, home improvement stores, and comparable and like businesses still in operation must limit customer access to their places of business to no more than five percent (5 %) of their permitted occupancy limit at any one time (with this calculation not including employees in the count). Furthermore, such businesses must offer and/or provide customers hand sanitizer or similar type disinfectant for personal, human use, must disinfect and sanitize common areas on a regular basis, and must actively pursue all available precautions to ensure adherence to the most recent regulations or guidelines issued by the CDC, the MDOH, or the President of the United States with respect to prevention and protection against the spread of this virus, whichever is strictest, including, but not limited to, social distancing requirements (e.g., minimally staying at least six (6) feet away from others) and guidelines or guidance on restrictions of gathering of persons (e.g., avoiding groups in excess of ten (10) persons) and regular and proper hand-washing and personal hygiene (e.g., using hand sanitizers that minimally contain 70% alcohol or washing hands with soap in excess of twenty (20) seconds). It is further,

ORDERED that all public parks and public spaces in the City may remain open on a limited basis only for those persons properly adhering to the most recent regulations or guidelines issued by the CDC, the MDOH, or the President of the United States with respect to prevention and protection against the spread of this virus, whichever is strictest, including, but not limited to, social distancing requirements (e.g., minimally staying at least six (6) feet away from others) and guidelines or guidance on restrictions of gathering of persons (e.g., avoiding groups in excess of ten (10) persons) and regular and proper hand-washing and personal hygiene (e.g., using hand sanitizers that minimally contain 70% alcohol or washing hands with soap in excess of twenty (20) seconds). It is further,

ORDERED that, in an effort to, among other things, conserve medical supplies and preserve essential resources for use by health care professionals and others responding to this emergency, including personal protective equipment ("PPE"), that may be used by physicians and other health care provider practices and offices, all hospitals, ambulatory surgical centers, surgery centers, and other health care practitioners' offices and clinics in the City of Gulfport shall not provide any medically unnecessary, non-urgent, or non-emergency procedure or surgery which, if delayed, does not or would not place a patient's immediate health, safety, or well-being at risk, or will, if delayed, not contribute to the worsening of a serious or life-threatening medical condition. It is further,

ORDERED that all persons within the boundaries of the City of Gulfport should take personal responsibility to prevent the spread of COVID-19 by adhering to the most recent regulations or guidelines issued by the CDC, the MDOH, or the President of the United States, whichever shall be the strictest, regarding the prevention and protection against the spread of this virus, including, but not limited to, social distancing requirements (e.g., minimally staying at least six (6) feet away from others) and guidelines or guidance on restrictions of gathering of persons (e.g., avoiding groups in excess of ten (10) persons) and regular and proper hand-washing and personal hygiene (e.g., using hand sanitizers that minimally contain 70% alcohol or washing hands with soap in excess of twenty (20) seconds). It is further,

ORDERED that all City of Gulfport residents and visitors to Gulfport, especially those who the CDC has indicated are at an increased risk of infection with the COVID-19 virus, including, but not limited to, those adults over sixty (60) years of age and individuals with underlying medical conditions, shall adhere to this "*Safer-at-Home*" Order and take personal responsibility to prevent the spread of the COVID-19 virus by taking all available, reasonable measures, including, but not limited to, the following:

1. For businesses and employers who do not provide services critical and essential to an "Essential Business" and whose operations are not suspended or temporarily closed by Mayoral Proclamation of Executive Order, resolution or ordinance by the City's Governing Authority, order, declaration, or edict issued by the Governor of the State of Mississippi or President of the United States, or any state or federal law, these establishments shall take all steps reasonably necessary for employees to work remotely from home and these businesses shall have the least number of staff on premises necessary to continue basic operations, while still also adhering to the most recent regulations or guidelines issued by the CDC, the MDOH, or the President,

whichever shall be the strictest, regarding the prevention and protection against the spread of this virus, including, but not limited to, social distancing requirements (e.g., minimally staying at least six (6) feet away from others) and guidelines or guidance on restrictions of gathering of persons (e.g., avoiding groups in excess of ten (10) persons) and regular and proper hand-washing and personal hygiene (e.g., using hand sanitizers that minimally contain 70% alcohol or washing hands with soap in excess of twenty (20) seconds).

2. For businesses and employers who do provide services critical and essential to an “Essential Business” and whose operations are not suspended or temporarily closed by Mayoral Proclamation of Executive Order, resolution or ordinance by the City’s Governing Authority, order, declaration, or edict issued by the Governor of the State of Mississippi or President of the United States, or any state or federal law, these establishments shall take all steps reasonably necessary to adhere to the most recent regulations or guidelines issued by the CDC, the MDOH, or the President, whichever shall be the strictest, regarding the prevention and protection against the spread of this virus, including, but not limited to, social distancing requirements (e.g., minimally staying at least six (6) feet away from others) and guidelines or guidance on restrictions of gathering of persons (e.g., avoiding groups in excess of ten (10) persons) and regular and proper hand-washing and personal hygiene (e.g., using hand sanitizers that minimally contain 70% alcohol or washing hands with soap in excess of twenty (20) seconds).
3. For any and all persons employed by, associated with, or involved in the provision of services of an “Essential Business,” such persons shall:
 - (a) restrict movement around the City to only that necessary for travel to and from authorized work environments, accessing services associated with “Essential Businesses” (e.g., obtaining food and beverages and goods or services associated with “Essential Businesses”), and performing such services; attending to medically necessary appointments or seeking necessitous medical attention, essential social services, governmental services, assistance from law enforcement, or emergency services; caring for family or household members or pets, complying with a valid order of a court of competent jurisdiction; and engaging in personal recreation (e.g., walking, hiking, running/jogging, fishing, bicycling, walking pets, etc.); and
 - (b) comply with the most recent issued regulations or guidelines issued by the CDC, the MDOH, or the President of the United States, whichever shall be the strictest, regarding the prevention and protection against the spread of this virus, including, but not limited to, social distancing requirements (e.g., minimally staying at least six (6) feet away from others) and guidelines or guidance on restrictions of gathering of persons (e.g., avoiding groups in excess of ten (10) persons) and regular and proper hand-washing and personal hygiene (e.g., using

hand sanitizers that minimally contain 70% alcohol or washing hands with soap in excess of twenty (20) seconds).

4. For any and all persons not employed by, associated with or involved in the provision of services of an “Essential Business,” such persons shall:
 - (a) restrict movement around the City to only that necessary for travel to and from authorized work environments, accessing services associated with “Essential Businesses” (e.g., obtaining food and beverages and goods or services associated with “Essential Businesses”), attending to medically necessary appointments or seeking necessitous medical attention, essential social services, governmental services, assistance from law enforcement, or emergency services, caring for family and household members or pets, complying with a valid order of a court of competent jurisdiction; and engaging in personal recreation (e.g., walking, hiking, running/jogging, fishing, bicycling, walking pets, etc.); and
 - (b) comply with the most recent issued regulations or guidelines issued by the CDC, the MDOH, or the President of the United States, whichever shall be the strictest, regarding the prevention and protection against the spread of this virus, including, but not limited to, social distancing requirements (e.g., minimally staying at least six (6) feet away from others) and guidelines or guidance on restrictions of gathering of persons (e.g., avoiding groups in excess of ten (10) persons) and regular and proper hand-washing and personal hygiene (e.g., using hand sanitizers that minimally contain 70% alcohol or washing hands with soap in excess of twenty (20) seconds).

As used herein, “Essential Business” (also referred to as “Essential Worker Functions”) shall refer to and mean those activities and establishments necessary to maintain continuity of operations and services of critical infrastructure sectors with respect to the COVID-19 pandemic, as delineated or described in guidance provided by the United States Department of Homeland Security, Cybersecurity & Infrastructure Security Agency (“CISA”) and set out at <https://www.cisa.gov/identifying-critical-infrastructure-during-covid-19> . As set forth by the United States Department of Homeland Security in the link above, the Federal Government has identified various critical infrastructure sectors whose assets, systems and networks, whether physical or virtual, are considered so vital to the United States that their incapacitation or destruction amidst the current emergency would have a debilitating effect on security, economic security, public health or safety, or any combination thereof. Individuals working in these critical infrastructure sectors may continue their work because of the importance of these sectors to the health and well-being of individuals residing or working in the City of Gulfport.

As a non-exhaustive means of illustration, the following are included within the scope and meaning of an “Essential Business” within this Proclamation: hospitals, medical clinics and facilities and healthcare, mental and behavioral health, and laboratory facilities and services and workers and caregivers thereof; law enforcement and public transportation; home-based care for seniors, adults, or children; mental health and social services and workers thereof; pharmacies

and pharmacy employees; grocery stores and convenience stores that sell unprepared food and workers thereof; pharmacies, and other retail sales of food and beverage products; restaurant carryout, curbside, and drive-thru operations and food delivery services and employees; farm workers; utilities and industries, including those associated with the provision of electricity, gas, water, sanitary sewer transport, collection, or treatment, or solid waste collection, transport, or disposal services; “critical manufacturing employees,” as referred to in “CISA”; postal and delivery services and employees thereof; petroleum, natural and propane gas companies and workers thereof; gas stations and their employees; transportation and logistics workers; communications and information technology employees; City, County, State, and Federal Governments and employees thereof; building supply and appliance sales and repairs businesses; vehicle support businesses; and financial services and banking institutions and employees thereof. References to employees in this paragraph mean those individuals who are in the course and scope of their duties associated with the “Essential Business” that serves as their employer at the time. As referred to herein, the services provided by “Essential Businesses” shall mean and refer to “Essential Services.”

Individuals experiencing homelessness, who may include individuals in shelters, shall not be subject to this provision but shall be strongly encouraged to adhere to the regulations or guidelines issued by the CDC, the MDOH, or the President of the United States with respect to prevention and protection against the spread of this virus, whichever is strictest, including, but not limited to, social distancing requirements (e.g., minimally staying at least six (6) feet away from others) and guidelines or guidance on restrictions of gathering of persons (e.g., avoiding groups in excess of ten (10) persons) and regular and proper hand-washing and personal hygiene (e.g., using hand sanitizers that minimally contain 70% alcohol or washing hands with soap in excess of twenty (20) seconds). It is further,

ORDERED that a curfew shall be, and hereby is, instituted and in place as to all persons found within the City of Gulfport’s corporate limits from 11:00 p.m. to 5:00 a.m. each day of the week until further notice or modification or recession of the same. This curfew applies to all persons, with the exception of the following: (i) public safety officers; (ii) persons working for federal, state and local government or law enforcement; (iii) persons employed by a hospital, urgi-care type facility, medical clinic, medical laboratory, or physician’s office or ambulance service and who are traveling to or from such facility or place of employment; (v) persons going to and from work as permitted in this Proclamation or the “Emergency Mayoral Proclamation of Executive Order” issued on March 20, 2020; (vi) persons suffering a health or medical emergency who are traveling to a hospital, urgi-care type facility, medical clinic, medical laboratory, or physician’s office or similar type facility; (vii) individuals traveling through the City along Interstate 10 or U. S. Highway 90 and who do not stop in the City; and (viii) persons actively involved in the provision of services of an “Essential Business.”

Movement around the City outside of this curfew should be limited to that as set forth and permitted elsewhere herein, and even in such circumstances only upon strict adherence to the most recent regulations or guidelines issued by the CDC, the MDOH, or the President of the United States with respect to prevention and protection against the spread of this virus, whichever is strictest, including, but not limited to, social distancing requirements (e.g., minimally staying at least six (6) feet away from others) and guidelines or guidance on restrictions of gathering of persons (e.g., avoiding groups in excess of ten (10) persons) and regular and proper hand-washing and personal hygiene (e.g., using hand sanitizers that

minimally contain 70% alcohol or washing hands with soap in excess of twenty (20) seconds). It is further,

ORDERED, that this Proclamation of Executive Order does not alter any of the obligations under law of an employer affected by this Proclamation, or the one issued on March 20, 2020, to its employees or to the employees of another employer. It is further,

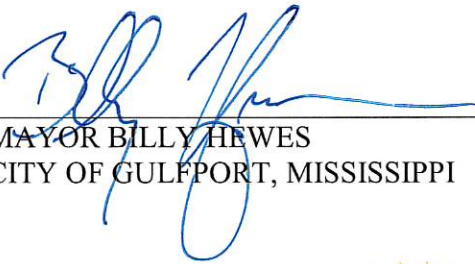
ORDERED that this Proclamation of Executive Order is herein being issued to the extent allowed by state and federal law and the United States Constitution. It is further,

ORDERED that this Proclamation of Executive Order shall be: (1) filed with the City Clerk; (2) distributed to the news media and other organizations reasonably calculated to bring its contents to the attention of the general public; and (3) distributed to others as necessary to ensure proper implementation of this Proclamation of Executive Order. It is further,

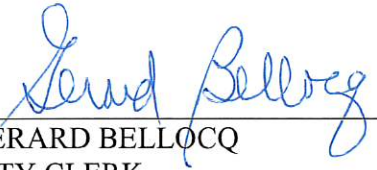
ORDERED that violations of this Proclamation of Executive Order may be subject to misdemeanor prosecution in accordance with, including, but not limited to, Miss. Code Ann. § 45-17-9, as amended, § 7-14 of the City's Code of Ordinances, and, to the extent applicable, Miss. Code Ann. § 33-15-43, as amended, as well as other state laws and provisions in the City's Code of Ordinances. It is further,

ORDERED that, except for what is otherwise set out herein, this Emergency Mayoral Proclamation of Executive Order shall be, and hereby is, effective at 11:59 p.m. on Tuesday, March 31, 2020, and shall remain in effect until amended, rescinded, or superseded by another applicable Mayoral Proclamation or Executive Order or the termination of the current (and ongoing) State of Emergency related to this pandemic issued by the City of Gulfport, whichever shall occur first.

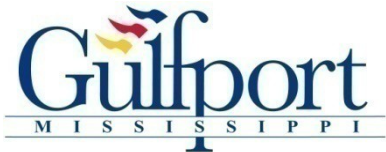
THIS, the 31st day of March, 2020, at 12:00 p.m.


MAYOR BILLY HEWES
CITY OF GULFPORT, MISSISSIPPI

ATTEST:


GERARD BELLOCQ
CITY CLERK
CITY OF GULFPORT, MISSISSIPPI





Gerard Bellocq
Comptroller / City
Clerk

1410 24th Avenue
Gulfport, MS 39501
Phone: 228-868-5705 Ext.6542
Email: [gbellocq@gulfport-
ms.gov](mailto:gbellocq@gulfport-ms.gov)

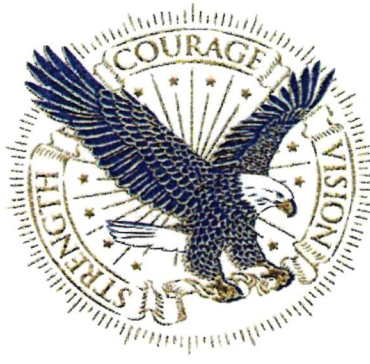
TO: Mayor Billy Hewes and
Gulfport City Council

FROM: Gerard Bellocq, Comptroller/City Clerk
Approvers

DATE: 3/23/20

Subject: Ratification -of Oaths of Office – to be made part of the minutes

Recommendation: Please see attached.



**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

I, *Patrick Rager*, do solemnly swear (or affirm) that I will faithfully support the Constitution of the United States of America and the Constitution of the State of Mississippi, as well as the Ordinances of the City of Gulfport, and obey the laws thereof; that I am not disqualified from holding the office of law enforcement officer for the City of Gulfport; and that I will faithfully, honestly, and fearlessly discharge the duties of the office upon which I am about to enter. So help me God.

Patrick Rager

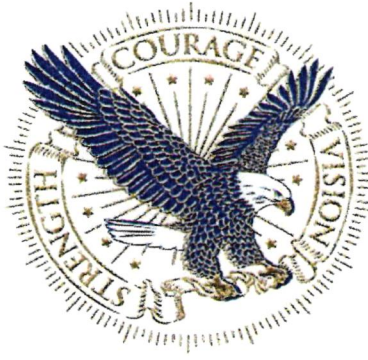
Officer Signature



Sworn on this, the 23rd Day of March, 2020

Fant Walker

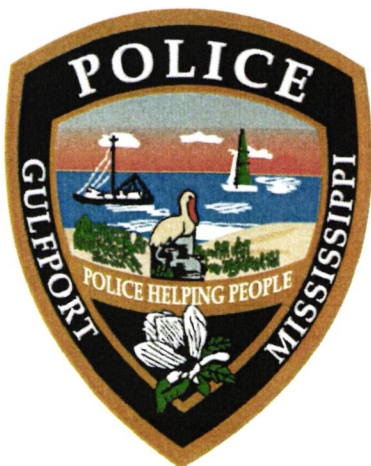
Fant Walker, Municipal Court Judge



**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

I, *Isabella Ashley*, do solemnly swear (or affirm) that I will faithfully support the Constitution of the United States of America and the Constitution of the State of Mississippi, as well as the Ordinances of the City of Gulfport, and obey the laws thereof; that I am not disqualified from holding the office of law enforcement officer for the City of Gulfport; and that I will faithfully, honestly, and fearlessly discharge the duties of the office upon which I am about to enter. So help me God.

Officer Signature



Sworn on this, the 23rd Day of March, 2020

Fant Walker, Municipal Court Judge

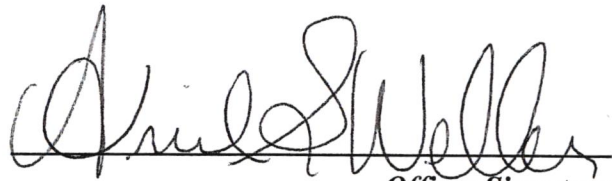
**Perseverance, Integrity and Honor
Protecting Gulfport Since 1898**

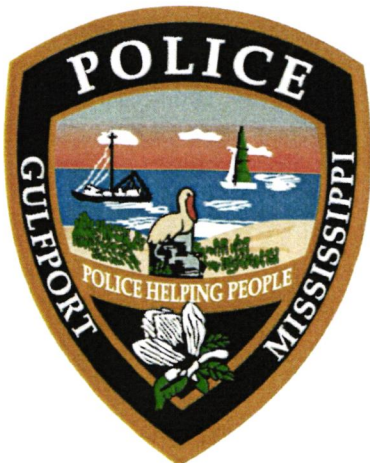
-SEAL-



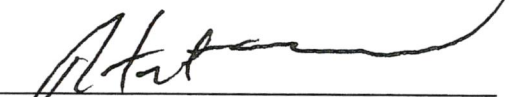
**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

I, *Ariel Weller*, do solemnly swear (or affirm) that I will faithfully support the Constitution of the United States of America and the Constitution of the State of Mississippi, as well as the Ordinances of the City of Gulfport, and obey the laws thereof; that I am not disqualified from holding the office of law enforcement officer for the City of Gulfport; and that I will faithfully, honestly, and fearlessly discharge the duties of the office upon which I am about to enter. So help me God.


Officer Signature



Sworn on this, the 23rd Day of March, 2020


Pant Walker, Municipal Court Judge

**Perseverance, Integrity and Honor
Protecting Gulfport Since 1898**

-SEAL-

PRELIMINARY ENGINEERING SERVICES CONTRACT

Interconnecting Gulfport BUILD Grant

FBLD-9159-00(001)/108419-811000

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, Neel-Schaffer, Inc. (the "CONSULTANT"), a Corporation, duly licensed and registered to do business in the State of Mississippi, whose address for mailing is *125 South Congress Street Suite 1100, Jackson, MS 39201*. This CONTRACT shall be effective as of the latest date of execution below.

WITNESSETH:

WHEREAS, the LPA requires the services of a professional engineering firm for the purposes of environmental documentation and preliminary design of Interconnecting Gulfport BUILD Grant roadway project beginning US 49 at Airport Road, constructing on new location beginning at Old 49, overpassing I-10, terminating at 34th Avenue and including an extension of Daniel Boulevard as provided for in *FBLD-9159-00(001)/108419-811000*, hereinafter called the "PROJECT"; and

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services as stated above, 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 selected through a Consultant Selection Process pursuant to the 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 by the LPA; which is now desirous of entering into a CONTRACT;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration 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

The 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. SERVICES provided by the CONSULTANT under this CONTRACT shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. In so doing, the CONSULTANT shall comply with all terms of this CONTRACT, including the Scope of Work and other exhibits, to the satisfaction of the LPA, which shall include any special requirements of the LPA. The CONSULTANT shall perform all SERVICES according to the terms of the CONTRACT, including all technical specifications and according to the prevailing industry standards, including standards of conduct and care, format and content.

RECEIVED

FEB 19 2020

**GULF COAST REGIONAL OFFICE,
GULFPORT**

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

Manuals, guides, standards, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and the FHWA 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 perform 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, TERMINATION

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 (as demonstrated by the issuance of final payment) or until *January 17, 2021*, at 11:59 p.m., whichever comes first, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT 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 for SERVICES rendered prior to the date of termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the reasonable 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 IV. TIME OF PERFORMANCE

Time is of the essence in this CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES by the date of execution of this CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2" which, when approved by final execution of this CONTRACT, shall control the evaluation of the CONSULTANT'S progress on this PROJECT.

The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed.

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 shall not make any claim, demand or application 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 designated 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 Exhibit 3.

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a required 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. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of this CONTRACT and up to three years thereafter.

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

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

C. Progress Reports

The CONSULTANT shall provide the LPA monthly progress reports on two documents. The first document shall be a narrative outline of work performed during the billing period for which the CONSULTANT has submitted an invoice. The second document shall be a spreadsheet that indicates the amount of progress for each designated "Part" of the Scope of Work of the CONTRACT. If a contract is for a duration of 30 days or less, the provisions of this paragraph are waived. Otherwise, waiver of the provisions of this paragraph shall only be by written consent of the LPA.

D. Record Retention

The CONSULTANT shall maintain all time and expense records related to the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of this 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.

E. Retainage

The LPA shall retain the final 25% of the CONSULTANT'S Fixed Fees until all the deliverables have been received and found acceptable, 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 shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for payment for work done, materials furnished, cost incurred,

or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation. Neither the LPA's review, approval or acceptance of, nor payment for, the SERVICES required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT, or of any cause of action arising out of the performance of this CONTRACT. The CONSULTANT shall be and remain liable to the LPA for all damages to the LPA caused by the CONSULTANT's negligent acts, errors and/or omissions in the performance of any of the SERVICES furnished under this CONTRACT. 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. Notwithstanding inspection and acceptance by the LPA or any provision concerning the conclusiveness thereof, the CONSULTANT represents that SERVICES performed and work product(s) provided under this CONTRACT conform (or exceed) the requirements of this CONTRACT.

The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES being provided 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, designs, studies, maps, or other work product(s) 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, designs, studies, maps, and other work product(s) 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 contractual and professional obligations. CONSULTANT shall correct, at its expense, any of its breaches, negligent acts, 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, and including any technical specifications and special requirements of the LPA, to the satisfaction of the LPA, and shall be responsible for any negligent acts, 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 any negligent acts, 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 or any phase of work, then an accounting of all costs incurred by the LPA resulting from such breach, including any negligent acts, errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

During construction or any phase of work performed by others based on the services provide by the CONSULTANT for this CONTRACT, the CONSULTANT shall confer with the LPA when requested for the purpose of interpreting the information, clarification of any ambiguities, and/or to correct any negligent acts, error or omission without additional compensation. The CONSULTANT shall prepare any plans or data needed to correct the negligent acts, error or omission without additional compensation, even though acceptance and/or final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes once notified by the LPA so there will be a minimum of delay to the contractor.

When notified by the LPA of potential negligent acts, errors and/or omissions, during the development, construction, or any phase of the project, the CONSULTANT shall establish and maintain cost accounting records to segregate all costs associated with the evaluation and correction of any negligent acts, errors and/or omissions. All costs associated with any negligent acts, errors and/or omissions, including direct or indirect, must be borne by the CONSULTANT. If after written notice from the LPA, the CONSULTANT fails or refuses to correct any negligent acts, errors and/or omissions, the LPA may, by contract or otherwise, correct or replace with similar services and charge to the CONSULTANT the cost occasioned to the LPA thereby, or offset and withhold a sum equal to said cost to the LPA from payments on any existing contract(s) with the CONSULTANT or against any sums due the CONSULTANT under the terms of this CONTRACT or any other active contract(s).

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense, including reasonable attorney fees, to the extent caused by any negligent act, actions, neglect, error 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 the 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 to the extent caused by 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 the CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving the 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 MDOT'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 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 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 this 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 MDOT. For breach or violation of this warranty, the LPA shall have the right to annul 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 negotiated and executed between the parties in the event that both parties agree the CONSULTANT'S compensation should be increased due to an 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 MDOT, 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 the modifications, amendments, or addenda become effective.

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 this CONTRACT may be made by written notification of such change by either the MDOT 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, subcontract, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no condition will the CONSULTANT be allowed to sublet or subcontract 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 or subcontracted in their entirety provided that the CONSULTANT performs at least 40% of the overall

CONTRACT with its own forces. Consent by the LPA to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontracts 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). The CONSULTANT shall pay all retainage owed to the subconsultant for satisfactory completion of the accepted work within 15 days after receipt of payment.

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

The CONSULTANT agrees that all reports, documents, computer information and access, software, drawings, studies, notes, maps and other data and products, prepared by and for the LPA under the terms of this CONTRACT shall become and remain 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 and products 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.

All approved releases of information, findings, and recommendations shall include a disclaimer provision and 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. 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. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements (as amended) 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 subcontractors 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'S or the LPA's intentions to ask the LPA or CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT 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

The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT or as established in the organizational chart of the CONSULTANT's proposal, 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:

LPA:

For Contractual Matters:

Mayor Billy Hewes
City of Gulfport
2309 15th Street
Gulfport, MS 39501
Phone: 228.868.5700
Fax: 228.868.5878
mayorsoffice@gulfport-ms.gov

For Technical Matters:

Wayne Miller
City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507
Phone: 228.868.5740
Fax: 228.868.5743
wmiller@gulfport-ms.gov

CONSULTANT:

For Contractual Matters:

Steven A. Twedt
Neel-Schaffer, Inc.
772 Howard Avenue
Biloxi, MS 39530
Phone: 228.374.1211
Fax: 228.374.1211
steve.twedt@neel-schaffer.com

For Technical Matters:

Steven A. Twedt
Neel-Schaffer, Inc
772 Howard Avenue
Biloxi, MS 39530
Phone: 228.374.1211
Fax: 228.374.1216
steve.twedt@neel-schaffer.com

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

P.E. # 11221
Surveyor # _____

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

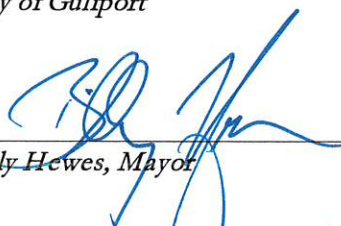
P.E. # 11221
Surveyor # _____

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 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 16th day of March, 2020.

City of Gulfport



Billy Hewes, Mayor

WITNESS this my signature in execution hereof, this the 13 day of February, 2020.

Neel-Schaffer, Inc.



ATTEST: *Nancy Cair*



Steve Twedt

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. General Scope of Work and Common Specifications
3. Fees and Expenses
4. Sample Invoice
5. Notice to the CONSULTANT
6. The CONSULTANT'S Certificate Regarding Debarment, Suspension and Other Responsibility Matters
7. Certification of the LPA
8. This Exhibit was intentionally left blank
9. Prime Consultant / Contractor EEV Certification and Agreement

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

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 18th day of February, 2020, the following Resolution:

A RESOLUTION BY THE GOVERNING AUTHORITY OF THE CITY OF GULFPORT, MISSISSIPPI TO APPROVE AWARD TO NEEL-SCHAFER, INC. FOR PLANNING AND ENVIRONMENTAL SERVICES IN CONNECTION WITH THE BUILD – INTERCONNECTING GULFPORT PROJECT, TO APPROVE AN AGREEMENT FOR SAID SERVICES, TO AUTHORIZE THE MAYOR (OR DESIGNEE) TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi (“City”) desires to undertake the BUILD – Interconnecting Gulfport Project, a project intended to connect various parts of the City, more specifically the north and south parts of the City that are intersected by Interstate 10, and which Interstate transects the entire middle width of the City and which further has historically adversely affected the mobility and movement of citizens and visitors to the City alike, especially during times of emergency; and

WHEREAS, a selection committee comprised of three (3) individuals reviewed the consultants listed on the Planning and Environmental Master Contract List provided by the Mississippi Department of Transportation and selected three (3) consulting firms to be reviewed in anticipation of entering into a services agreement for Planning and Environmental Services for the BUILD – Interconnecting Gulfport Project; and

WHEREAS, after the three (3) selected firms were graded by the selection committee, the committee recommended that Neel-Schaffer, Inc., be selected as the Planning and Environmental Services consultant for the BUILD – Interconnecting Gulfport Project, and the City Council, at its January 21, 2020, meeting concurred with that recommendation; and

WHEREAS, that an agreement for Planning and Environmental Services between Neel-Schaffer, Inc., and the City of Gulfport for the BUILD – Interconnecting Gulfport Project has

Resolution – Neel-Schaffer Agreement – BUILD – Interconnecting Gulfport Project – 2/18/2020
been prepared for consideration and is attached hereto as Exhibit “A”, and it is recommended
that the same be approved as being 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 proposed agreement between Neel-Schaffer, Inc., and the City of
Gulfport, Mississippi, for Planning and Environmental Services in connection with the BUILD --
Interconnecting Gulfport Project be, and the same is hereby, approved in substantially the form
attached as Exhibit “A” hereto and found to be in the best interest of the City, and that the Mayor
be, and he is hereby, authorized to execute and deliver 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 read
by the Clerk, was introduced by Councilmember Roland, seconded by Councilmember Casey,
and was adopted by the following roll call vote:

YEAS:

**Casey
Roland
Walker
Sharp
Flowers
Pucheu**

NAYS:

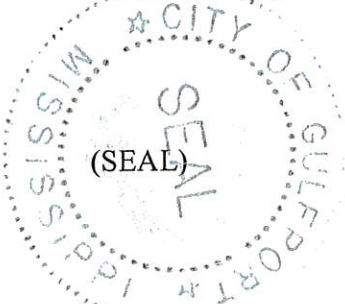
Holmes-Hines

ABSENT:

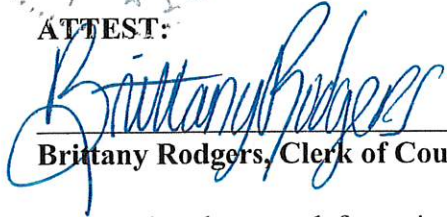
None

WHEREUPON the President declared the motion carried and the Resolution adopted,

this the 18th day of February, 2020.



ATTEST:

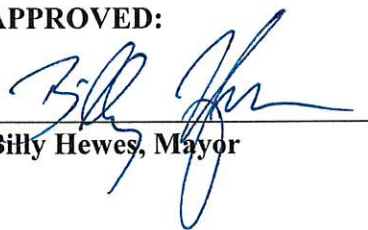

Brittany Rodgers, Clerk of Council

ADOPTED:


F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 19th day of February, 2020.

APPROVED:


Billy Hewes, Mayor

CORPORATE RESOLUTION

I, J. Clark Robinson, hereby certify that I am the duly and qualified Corporate Secretary of Neel-Schaffer, Inc., a Mississippi Corporation; that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said corporation at a meeting convened and held in said accordance with the bylaws on the 4th day of December 2017 and that said resolution is now in full force and effect:

RESOLVED, that Neel-Schaffer, Inc. is desirous of entering into engineering services agreements, work assignments, and change orders with the Mississippi Transportation Commission and LPA's within the State of Mississippi.

WHEREAS, such contract documents require the signature of a company officer or official empowered to bind the consultant to the provisions of the agreements, work assignments and change orders.

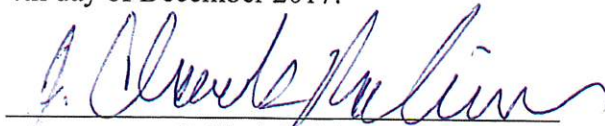
WHEREAS, Neel-Schaffer has several employees who are responsible for the preparation and management engineering services agreements, work assignments and change orders with the Mississippi Transportation Commission and LPA's within the State of Mississippi.

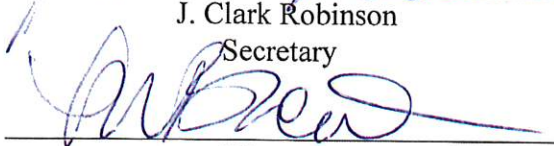
NOW, THEREFORE, BE IT RESOLVED, that:

Robert R. Walker – Area Manager and Senior Vice President
Cindy Rich – Engineer Manager and Vice President
Keith Purvis – Engineer Manager and Vice President
Kevin Stafford – Engineer Manager and Vice President
Steve Twedt – Area Manager and Vice President
Mike Essary – Sr. Engineer Manager and Vice President
Vincent Malavasi – Engineer Manager and Vice President
Jonathan Kiser – Engineer Manager and Vice President
Stan Wright – Engineer Manager and Sr. Project Manager

are hereby authorized and empowered to sign all engineering services agreements, work assignments and change orders with the Mississippi Transportation Commission for the 2018 calendar year.

IN WITNESS WHEREOF, I have affixed my name as Secretary of said corporation this 4th day of December 2017.



J. Clark Robinson
Secretary


Witness



EXHIBIT 2

SCOPE OF WORK

This CONSULTANT shall provide all necessary professional services required to complete environmental studies (environmental assessment), all necessary field surveying, the determination of required Right-of-Way limits, centerline soil profile, hydraulics and hydrology, and preliminary roadway and bridge design. The project location for these services includes **Interconnecting Gulfport Roadway** between US 49 @ Poole Street and 34th Avenue along with a connecting roadway to Daniel Boulevard in Harrison County. The CONSULTANT shall prepare all plans, specifications, and provide an Engineers Estimate as indicated in the Local Public Agency (LPA) Project Development Manual (PDM).

The following engineering services shall be performed by the CONSULTANT on behalf of the LPA in accordance with this CONTRACT at the direction of the LPA, unless otherwise modified by the Mississippi Department of Transportation (MDOT). Resumes for professionals will be submitted to the LPA in advance of performing work on the project.

A project schedule is required. Work progression is to proceed in accordance with the attached agreed project schedule. Should the work fall behind the agreed schedule a recovery schedule shall be submitted by the CONSULTANT for approval by the LPA. The following engineering services shall be performed by the CONSULTANT in accordance with this CONTRACT and the latest PDM for the LPA at the time of the execution of this contract. Where this CONTRACT and the PDM differ, the PDM shall govern.

A monthly status report along with an updated project schedule is required. This report is to be submitted by the 7th of each month to the LPA for their signature and then submitted to the District LPA Coordinator. This monthly report is to be submitted by the CONSULTANT and will update the LPA on the status of the project. Recent milestones in plan development, such as the submittal of plans for review, shall be documented. Also, the target dates for the future milestones should be included.

Surveys shall at all times comply with the following:

1. MDOT Survey Manual;
2. Mississippi Board of Registration for Professional Engineers and Land Surveyor's "Standards of Practice for Surveying" in Mississippi. All traverses and right of way monument locations (being set) shall meet with Class "A" of the standards of practice specifications and traverses shall be properly adjusted according to good surveying practices. Side ties or other locations of improvements or features shall meet the class specification normally required by said minimum standards;
3. Land Surveying laws as defined in the Mississippi Code of 1972 as well as current case law including interpretations of those laws by the judicial branches of the United States and State of Mississippi governments;
4. Local Zoning and Subdivision laws and regulations in the project area. (Properties falling within the required right of way are not subject to these regulations. However, the remainder portion of the original tract may be affected by the MDOT acquisitions.); and
5. Specific instructions as required by the Mississippi Department of Transportation on individual Projects.

TYPICAL ITEMS/MATERIALS PROVIDED BY THE LPA:

Based upon availability, the LPA will provide within normal resources of the LPA, the following:

1. Maps, aerial photographs, and other cartographic items as may be available;
2. Available old construction plans, drawings, and maps pertinent to the project;
3. Traffic data, including volume, classification, and turning movement counts, required for the analysis and provided for the specific CONTRACT
4. Available traffic growth rates, design and peak hour factors;
5. Copies of the MDOT publications, regulations, and standards, as applicable;
6. Copies of previous studies/analyses, environmental assessments, conceptual plan, and other information pertaining to the project;
7. Names, addresses, and telephone numbers of points of contact which may prove useful to the CONSULTANT in conducting this analysis;
8. A single point of contact within the LPA for day-to-day coordination of each CONTRACT;
9. Computer files (depending on availability) may include Computer Aided Design and Drafting (CADD) files, GIS data, or Survey Control Points set by other Surveyors on or near the project employed by the LPA;

GENERAL REQUIREMENTS:

As directed, the CONSULTANT shall provide engineering/technical assistance to perform specific assignments requiring needed expertise or staff resources unavailable to the LPA.

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

The design of roadways shall be in compliance with the MDOT Roadway Design Manual, and supplemented with updated design policies as described in design memos located on the MDOT Roadway Design Division's File Transfer Protocol (FTP) site, American Association of State Highway and Transportation Officials (AASHTO)'s Policy on Geometric Design Of Highways and Streets; MDOT Standard Drawings (roadway and bridge), MDOT Roadway CADD Manual; MDOT Standard Specifications for Road and Bridge Construction; Manual on Uniform Traffic Control

Devices (MUTCD); MDOT Access Management Policy; and MDOT Survey Manual. The latest edition of the aforementioned documents shall be used.

Unless otherwise directed by the MDOT, structures will be designed, fabricated and constructed in accordance with the latest editions of AASHTO Load Resistance Factor Design (LRFD) Bridge Design Specifications; AASHTO Guide Specifications for LRFD Seismic Bridge Design; MDOT Bridge Design Manual; AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals; AASHTO LRFD Guide Specifications for design of Pedestrian Bridges; AASHTO LRFD Movable Highway Bridge Design Specifications; AASHTO/AWS D1.5M/D1.5 Bridge Welding Code; MDOT Standard Specifications for Road and Bridge Construction; AASHTO Guide Specification and commentary for Vessel Collision design of Highway bridges; AASHTO Guide Specifications for Bridges Vulnerable to Coastal Storms; AASHTO LRFD Bridge Construction Specifications; AASHTO Manual on Subsurface Investigations.

Hydraulic design shall conform to the MDOT's Roadway Design Manual, 23 CFR 625, 630 AND 650, 44 CFR Part 60.3(d)(3), the Floodplain Management Regulations for the State of Mississippi (Chapter 5, General laws of 1979, 1st Extraordinary session of the State, as amended) and Federal Emergency Management Agency (FEMA) regulations and any other State or Federal regulations as appropriate.

This project shall be performed using English units, unless stated otherwise by the MDOT.

For contract plans sheets of bridges and other structures:

All preliminary plan sheets of bridges and other structures shall be marked "PRELIMINARY, NOT FOR CONSTRUCTION" in the seal block location on each sheet. Once final plans are complete, the "PRELIMINARY, NOT FOR CONSTRUCTION" markings shall be removed, and the CONSULTANT's engineer that designed the structure or components detailed on the sheet shall place his/her seal/stamp in the seal block locations on each sheet. The seal/stamp must be signed and dated by the CONSULTANT's engineer.

For other type contract plans sheets:

All preliminary plans shall be marked "PRELIMINARY, NOT FOR CONSTRUCTION" on each sheet. Once plans are complete, the "PRELIMINARY" markings shall be removed, and the Roadway Title sheet shall be signed and sealed/stamped by the CONSULTANT's engineer. If the scope of the CONSULTANT's work is limited to certain aspects of the plans, the scope shall be briefly noted near the seal/stamp (e.g., "ROADWAY AND LIGHTING ONLY" or "BRIDGE AND RETAINING WALL ONLY"). If multiple CONSULTANTS develop the plans, each firm shall sign and seal/stamp the title sheet.

It is the responsibility of the CONSULTANT to request and receive approval from the LPA's Project Manager prior to making any changes to plans developed under this contract. This requirement includes plans developed by any subconsultants.

Other provisions herein notwithstanding, in emergencies due to bridge damage, verbal NTP with a follow-up letter of authorization may be given to the CONSULTANT by the LPA, or designee, to assess the damage, make recommendations for remedial safety measures and obtain essential information for preparing an estimate of time and cost.

The Scope of Work is divided into four concurrent phases as follows:

PROJECT MANAGEMENT:

A. Project Organization and Schedule

The Consultant will be responsible for internal project organization, including sub-consultant contracts and responsibilities, and coordination with governmental and agency personnel which will have input on the study. A task specific schedule outlining responsibilities and completion dates will be developed, expanding on the Study Flow Diagram, to ensure project completion on time and within budget.

B. Project Kickoff Meeting

The Consultant will meet with appropriate LPA, MDOT and Federal Highway Administration (FHWA) staff. The purpose of the meeting will be to discuss the task-specific schedule; to establish ground rules and project expectations within the confines of the scope and fee; to exchange relevant information and documents; to initiate requests for other necessary data; and to explain administration of the contract. The CONSULTANT will prepare an agenda for the meeting, provide a sign-in sheet, and following the meeting, prepare the meeting notes.

C. Monthly Progress Reports and Meetings

The CONSULTANT will submit to the LPA brief monthly progress reports outlining the work completed to date and an updated schedule of the tasks remaining for completion the project. The CONSULTANT will also be available to attend periodic, bimonthly progress meetings with LPA personnel to discuss project status and project issues.

D. Project Coordination

This task includes overall project management, liaison with the LPA, MDOT, sub-consultants, and team members, and written documentation as appropriate for all meetings which are not specifically addressed elsewhere in this Scope. Communications and coordination with other federal, state, and local agencies will be closely coordinated with the LPA. The CONSULTANT will name a specific Project Manager for this project to maintain efficient project coordination. The Project Manager will be responsible for project coordination and communication issues under this task which will be summarized in the monthly progress reports.

E. Final Product Submittal

Reference material utilized by the CONSULTANT will be noted, and an accurate and complete bibliography will be part of the draft and final documents. Utilization of unpublished material or otherwise not easily accessible material will be specifically coordinated with the LPA prior to its use in the document. The CONSULTANT will supply the LPA with hard and digital copies (CAD and/or compatible files) of the final plan view of alignments on the aerial photography and the exhibits created for the public involvement. All mapping will be prepared in Mississippi State Plane Coordinates.

ENVIRONMENTAL STUDIES:

The CONSULTANT will perform Engineering and environmental assessments and prepare the National Environmental Policy Act (NEPA) Document, draft/preliminary and final, in accordance with the US Department of Transportation, Federal Highway Administration Technical Advisory T 6640.8A, Guidance for Preparing and Processing Environmental Documents and Section 4 (F) Documents; Federal-Aid Policy Guide 23 CFR 770, 771, 772, and 777; and MDOT Project Development/Environmental Documentation, S.O.P. No. ENV-02-01-00-000 and other related Federal and State procedures that are in effect at the time of the CONTRACT. The following special studies are required in this EA document study.

A. Cultural Resource Study:

The CONSULTANT will perform Cultural Resources surveys, testings, assessments, and mitigations and will prepare reports, draft/preliminary and final, in accordance with MDOT and Mississippi Department of Archives and History (MDAH) cultural resources guidelines and in accordance with all Federal codes and regulations related to cultural resources management that are in effect at the time of the CONTRACT.

B. Wetlands/Waters Delineation and Reporting Requirements

General Assessment Requirements

1. The CONSULTANT will identify all wetlands and streams falling partially or wholly within the project boundaries or which may be affected by the project.
2. Information referenced may include the most recent infrared photography, aerial photography, National Wetlands Inventory (NWI) maps, quadrangle maps, soils maps, etc. Referenced information will not substitute for the requirement for an on-site field determination.
3. Wetlands will be identified using the routine method set forth in the United States Army Corps of Engineers (USACE) 1987 manual. The 2008 Interim Regional Supplemental Guidance to the Corps of Engineers 1987 Wetland Delineation Manual and corresponding Supplemental Wetland Delineation Forms will be used.
4. The CONSULTANT will classify wetlands utilizing United States Fish and Wildlife Service's (USFW) "Classification of Wetlands and Deepwater Habitats of the United States, 1979".
5. The CONSULTANT will map USACE jurisdictional limits on quadrangle maps. Maps will depict the different types of jurisdictional areas.
6. The CONSULTANT will participate in any field review with the USACE, if required.
7. Other waters falling under the jurisdiction of the USACE will be identified, classified, quantified, and located.
8. Other waters, having the potential for being impacted, will be identified with an assessment of their current physical and functional characteristics. Geospatial coordinates of each stream location shall be provided. NOTE: Should a stream require re-routing, the CONSULTANT will thoroughly describe the current stream and provide construction details and location of the new stream design to the MDOT prior to finalizing the design.

9. The CONSULTANT will assess and report all conveyance systems including ephemeral, intermittent, and perennial streams which display bed and bank characteristics and/or Ordinary High Water Marks (OHWM's).
10. The CONSULTANT will collect and map all wetland perimeters, wetland reference sites, wetland data points, stream reaches, stream data points, and photo identification points within the project boundary in the form of shape files. The CONSULTANT will provide these and any other geospatial items in Mississippi State Plane (East or West) or Mississippi Transverse Mercator for the entire project. These coordinates, site identifiers, station numbers will also be included on the wetland delineation forms and stream descriptions. The CONSULTANT will provide the MDOT Environmental and Roadway Design Divisions with a copy of all shape files.
11. The CONSULTANT will provide the MDOT Environmental and Roadway Design Divisions with a copy of design drawings which indicate the locations of all wetlands and streams surveyed. The CONSULTANT will submit these drawings along with the accompanying wetlands and streams technical report. All digital files shall be prepared using the appropriate seed file provided by the LPA and located in Mississippi State Plane Coordinates.
12. The CONSULTANT will provide the MDOT Environmental and Roadway Design Divisions with two (2) electronic copies and two (2) hard copies of the wetland and stream technical report.
13. The CONSULTANT will ensure that all wetland and stream identification numbers and/or letters flow from the Beginning of Project (B.O.P.) to the End of Project (E.O.P.).

Wetlands and Streams Mapping

1. The CONSULTANT will include aerial and quadrangle Index Maps which show the entire alignment from the B.O.P. to the E.O.P and include beginning and ending station numbers. This index map (on 8 1/2" x 11") should include the ROW boundaries and numbered index boxes corresponding to inset maps.
2. The CONSULTANT will provide smaller scale Inset Maps (8 1/2" x 11") sufficiently expanded to provide greater detail of the wetland and streams encountered within the survey area. Inset maps will include aeriels and quadrangles. These inset maps will include the ROW boundary and Centerline Station Number information along the project segment. Each wetland or stream encountered within the ROW boundary should be identified.
3. The CONSULTANT will provide delineation forms and photos for referenced upland sites adjacent to each wetland survey area.
4. The CONSULTANT will provide wetlands and streams polygons for design plan and profile sheets. For Wetland Sites: each wetland site will have site descriptor and include the site ID, acres of impact, types of impacts for EACH site (i.e., fill, bridge, buffer, etc.), station numbers from beginning to end of each site, and type of wetland. For Stream Sites: each stream segment will have a site descriptor and include the site ID, linear feet of impact, types of impacts for EACH segment (i.e., fill, bridge, culvert, buffer, etc.), station number(s), Cowardin stream classification.

Wetlands Assessment Reporting

1. The CONSULTANT will provide a Summary Table of Wetland Impacts describing the following: A heading to include the project numbers, the project extent, and the counties the impacts site are in. The table will describe each wetland impact site separately. It will include the Site Number or letter, Station Number from beginning to end, a single GPS coordinate point locator in Decimal Degrees, Wetland Classification, acres impacted, and type of impact (i.e., fill, 200' bridge, etc).
2. The CONSULTANT will follow the Summary Table of Wetland Impacts with a brief, one-paragraph Wetland Area Description Summary for each of the wetland impact area. It will describe the wetland classification and indicate if the impact site is typical for the area. It will describe any additional wetland classes noted in the area

NOTE: The CONSULTANT will determine if any wetland impact site is located within "special properties" such as USACE, USFWS, United States Forest Service (USFS), Conservation Reserve Program (CRP), Farmed Wetland, Prior Converted, Wetland Reserve Program (WRP), or others not listed prior to conducting assessments. The CONSULTANT will describe the special condition in detail in the descriptor paragraph. The CONSULTANT will notify the MDOT Environmental and Roadway Design Division Engineers immediately when any "special property" is located within project ROW boundaries and which was not reported during the evaluation phase so that alignment adjustments can be considered if needed.

3. The CONSULTANT will follow each separate wetland area descriptor paragraph with an Interim Regional Supplement to the USACE Wetland Delineation Form and corresponding Photos. One form will be required for each wetland area. Forms will include the site number, station numbers, a decimal degree Global Positioning System (GPS) point, and photo numbers. Photos, enough to accurately describe the wetland, will follow each form and will indicate the azimuth and GPS location it was taken. The photo point and azimuth will also be placed on the inset maps for reference. The photo will have a reference feature such as a shovel or person to provide depth of field. One photo at each site will include a close-up view of a soil profile on a sharpshooter or similar immediately after digging.

Streams Assessment Reporting.

1. The CONSULTANT will provide a Stream Impacts Section. The CONSULTANT will begin with a Summary Table of Stream Impacts describing the following: A heading to include the project numbers, the project extent, and the counties the project is in. The table will include the Site Number, Station Number(s), a single GPS coordinate point in Decimal Degrees, the Cowardin Stream Classification, Linear Feet of impact, and impact type.
2. The CONSULTANT will follow the Stream Table of Impacts with a detailed, 1 paragraph, Stream Segment Description Summary for each stream segment. The paragraph will include the Site Identification Number, Cowardin classification of streams, stream bank and bed dimensions including bed slope, bank slope, length/width, current stream height, Ordinary High Water Mark height, bank full height, condition of stream in its current state, stream features (such as riffles, runs, bends, pools, and bends), and any additional features that adequately describe the current functional characteristics of the stream. The paragraph will also describe any bank instabilities, sediment deposits, incisions, or other details.
3. The CONSULTANT will provide photos upstream and downstream at each other water crossing. The photos will be marked with site location, GPS coordinates in decimal degrees, station number(s), stream classification, and Ordinary High Water Mark, and azimuth. A single

photo GPS coordinate point, photo number, and directional arrow will be placed on inset maps. Photos will include a reference feature, such as a shovel or person, so as to provide depth of field to the stream being reviewed.

C. Hazardous Site Assessment

The CONSULTANT shall inspect the entire project for potential sources of contamination. For those sites identified as potentially contaminated, the CONSULTANT shall conduct an Environmental Site Assessment to identify any potential risk associated with the property. All assessments shall be conducted in accordance with the Mississippi Department of Environmental Quality, United States Environmental Protection Agency, Local, State, and Federal regulations. Upon completion of field activities and receipt of laboratory results, the CONSULTANT shall provide a summary report of the assessment activities. This report shall include, but is not limited to, the following:

1. Introduction
 - a. Name of the property owner and contact information
 - b. Operator information, if different from owner
 - c. Deviations from the approved scope of work
 - d. Authorization
 - e. MDOT project information
 - f. Date of field activities
2. Background
 - a. Site Location and Setting
 - i. Describe location and setting
 - ii. Discuss any visual signs of environmental impacts
 - iii. Describe any potential off-site sources of potential environmental impacts
 - b. Site Description and History
 - i. Discuss the past, current and proposed use of the site
 - ii. Discuss any underground storage tanks that may be present, include size, location, age, product stored, location of lines and dispenser
 - iii. Discuss any previous assessment that may have been performed for the site
 - iv. Discuss any past releases at the site
3. Site Characteristics
 - a. Site Topography
 - i. Section, Township, Range, latitude-longitude and elevation (relative to the National Geodetic Vertical Datum (NGVD))
 - ii. Describe proximity of site to sensitive receptors (lakes, creeks, water wells, etc.) located within a one-mile radius of the site
 - iii. Describe the topography of the site
 - b. Hydrogeologic Setting
 - i. Discuss the general geology of the site including all formations between the base of fresh water and the surface
 - ii. Discuss the hydrologic regime
 - iii. Discuss the potential for contamination to impact an aquifer, or nearby sensitive receptors
 - c. Area Water Wells
 - i. Provide an area water well survey for all wells located within a one-mile radius of the site (wells should also be plotted on a scaled area map)

- ii. Discuss wells located within ¼ mile radius of the site. Provide the type of well (public, private, industrial, etc.), the year of installation, the total depth, the screened interval, the aquifer in which it is screened and verify if the well is in use, or not
- iii. List the possible wells that could be affected by contamination, if present
- d. Field Screening of any Utility Openings
 - i. Discuss the vapor readings of any utility manhole uncovered or storm drain openings
 - ii. State the type of meter used and the latest calibration date
 - iii. State the depth meter was lowered into the opening along with any other pertinent information.
- 4. Soil Investigation
 - a. Soil Exploration, Sampling, and Field Testing
 - i. Discuss the number of boring installed, depths of each boring and if groundwater was encountered
 - ii. Discuss whether hydrocarbon odors or a sheen was encountered during drilling
 - iii. Discuss any unusual conditions or complications encountered during drilling
 - iv. Present the field data collected from the borings in tabular form as shown below:

Sampling Date	Borehole/MW	Sampling Interval	PID/FID Readings (ppm)
01/01/2014	SB-1	4'-6'	125
		6'-8'	978*
		8'-10'	004

* Submitted for laboratory analysis

- b. Extent of Soil Contamination
 - i. Discuss the lithological characteristics of the soils encountered during drilling
 - ii. Discuss the horizontal and vertical extent of soil contamination and whether the soil contamination has been defined. If additional soil borings are necessary, provide justification and locate proposed soil borings on map (refer to Figure 8)
 - iii. Discuss potential impacts to surrounding properties
 - iv. Estimate the volume (cubic yards) of contaminated soil above regulatory limits
 - v. Present the results of any Quality Assurance/Quality Control (QA/QC) measures and discuss whether they meet allowable QA/QC standards
 - vi. Provide laboratory analytical results in a data table to be inserted behind the recommendations of the report
- 5. Groundwater Investigation
 - a. Monitoring Well Installation
 - i. Discuss which borings were converted to monitoring wells and why
 - ii. Discuss whether pre-existing wells (leak detection wells, water supply wells, wells from previous assessments, etc.) are located at the facility and if so, how many
 - iii. If certain monitoring wells were not sampled, discuss why (i.e., free product, no water, etc.)
 - iv. State whether groundwater and/or free product intersect the screened interval of the monitoring well. If not, discuss why
 - b. Extent of Groundwater Contamination
 - i. Discuss the potentiometric surface, flow direction and gradient
 - ii. Discuss any anomalies in the flow regime
 - iii. Discuss if free product is present on the water table. If so, discuss the areal extent and product thickness, and indicate on map

- iv. Discuss the potential of contamination impacting sensitive receptors and/or adjacent properties
 - v. Discuss whether groundwater contamination has been defined. If additional monitoring wells are necessary, provide justification and locate proposed monitoring wells on map
 - vi. Present and discuss the results of the quality control blanks and duplicates and state whether or not they meet quality control criteria
 - vii. Provide in tabular form the analytical results of the groundwater samples
6. Findings and Recommendations
- a. Summarize any contamination discovered during this assessment
 - b. Discuss in detail your recommendations for any future site activities, if any are recommended.
7. Tables
- The Reports shall contain the following tables, at a minimum:
- a. Table I – Summary of Soil Sampling Analysis
 - b. Table II – Summary of Groundwater Sampling Analysis
- All tables should note if the concentrations exceed the regulatory limits for the constituent of concern
8. Figures
- The Report shall contain these applicable figures:
- a. Area/Vicinity Map – Indicate the subject property in relation to the surrounding area and plot all wells and sensitive receptors located within a one-mile radius.
 - b. Surrounding Area Map (Approximate 500-foot radius surrounding the site) – Indicate potential source of contamination, environmental receptors, names of roads, utility openings, and adjacent properties and their use.
 - c. Site Map – Map shall indicate the location of any fences, retaining walls, above ground and underground utilities, property lines, above ground tanks, underground tanks, dispensers, buildings, borings locations, and monitoring wells.
 - d. Contaminated Soil Contour Map (one per constituent above regulatory limits) – Maps shall include soil boring locations, building locations, any source of contamination. Sampling location shall indicate laboratory results, PID/FID readings, and sample depth.
 - e. A Fence Diagram or Cross-Sectional Map – Map shall include lithology and hydrologic data, water levels and screened intervals of monitoring wells.
 - f. Groundwater Elevation Contour Map – Map shall include all monitoring well locations, groundwater contours, groundwater elevations plotted at each well and arrows indicating groundwater flow direction.
 - g. Groundwater Constituent Contour Map (one per constituent above regulatory limits) – Maps shall include monitoring well locations, building locations, any source of contamination. Laboratory analytical results shall be plotted adjacent to the sampling location.
 - h. Further Action Map – Map shall indicate recommendations for proposed future borings and or monitoring wells, or areas of excavation.
9. Appendices shall include the following:

- a. Boring Logs – Boring Logs should note the presence of odors or staining, location of water bearing zones, PID/FID readings, soil descriptors and soil saturations;
- b. Well Construction Diagrams;
- c. Laboratory Analytical Report, including Chain of Custody;
- d. Photo Documentation

D. Relocation Assessment

The CONSULTANT shall conduct a relocation assessment on the project in the area of Poole Street where 2 or 3 businesses would be impacted and likely relocated in the ultimate project build scenario. The relocation assessment shall be conducted as per required MDOT standard procedures and as described below.

- a. An estimate of the number of households to be displaced, including the family characteristics (e.g., minority, ethnic, handicapped, elderly, large family, income level, and owner/tenant status).
- b. A discussion comparing available (decent, safe, and sanitary) housing in the area with the housing needs of the displaced. The comparison should include price ranges, sizes (number of bedrooms), and occupancy status (owner/tenant).
- c. A discussion of any affected neighborhoods, public facilities, non-profit organizations, and families having special composition (e.g., ethnic, minority, elderly, handicapped, or other factors) which may require special relocation considerations and the measures proposed to resolve these relocation concerns.
- d. A discussion of the measures to be taken where the existing housing inventory is insufficient, does not meet relocation standards, or is not within the financial capability of the displaced. A commitment to last resort housing shall be included when sufficient comparable replacement housing may not be available.
- e. An estimate of the numbers, descriptions, types of occupancy (owner/tenant), and sizes (number of employees) of businesses and farms to be displaced. Additionally, the discussion shall identify the following:
 - i. sites available in the area to which the affected businesses may relocate;
 - ii. potential impacts on individual businesses and farms caused by displacement or proximity; and
 - iii. adverse effects to farm operations (i.e. continuity, access, pastures, irrigation, etc.).
- f. Specific financial and incentive programs or opportunities (beyond those provided by the Uniform Relocation Act) to residential and business relocates to minimize impacts. Identify assistance available through other agencies or organizations.

If households or businesses are displaced, a Preliminary Relocation Assistance Plan should be completed and included as an appendix to the project's environmental document. The environmental document shall also include the following statements in the relocation section:

- a. The acquisition and relocation program will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended; and

- b. MDOT has relocation information and resources available for all residential and business relocations without discrimination.

E. Air Quality Assessment

The CONSULTANT shall conduct up to 5 hot spot analyses for the project. The air quality/emissions analysis will be conducted in accordance with State and Federal requirements.

F. Public Involvement

The CONSULTANT shall lead the public involvement effort. The CONSULTANT shall include up to 5 Stakeholder Meetings located on the gulf coast and also include 1 Public Meeting and one final Public Hearing for the project. The CONSULTANT will include creation and printing of all displays, visual aids, and information as required for these meetings. The CONSULTANT will lead and manage all coordination of the meetings, selection of the meeting venues, and display ads. The CONSULTANT will provide minutes and summaries of each of these meetings.

G. Noise Studies:

General:

Highway Traffic Noise Studies are prepared for proposed highway construction projects for the purpose of the following:

1. Predict the effects that the proposed project will have on the noise environment;
2. Point out sites where noise impact is likely to occur;
3. Determine if there are any feasible noise abatement measures which will eliminate or reduce expected noise impact; and
4. Satisfy the requirements of Title 23 of the Code of Federal Regulations Part 772 (23 CFR 772) and the MDOT's Highway Noise Policy, or changes thereto as they may occur.

The CONSULTANT may be required to conduct a Highway Traffic Noise Study as part of an Environmental Study.

Highway Noise Studies:

The CONSULTANT will prepare Highway Traffic Noise Studies which shall fulfill all requirements contained in 23 CFR 772, or changes thereto as they may occur, and which shall be prepared in the following phases:

1. Identify all existing and planned activities or land uses that may be affected by traffic noise from all alternatives for the proposed project. Every topographical feature such as house, school, park, business, within approximately 400 feet of the outside pavement edge of all alternatives for the proposed project should be identified.

2. Measure the existing noise levels for existing activities and developed land uses. At least 1 noise level measurement should be made for every 15 to 20 land uses identified and for every substantial change in highway traffic.
3. Determine the existing, design year no build, and design year build noise levels at each noise sensitive activity or land use identified along all alternates of the proposed project using a method meeting the requirements of 23 CFR 772.
4. Compare the design year predicted noise levels for the no build alternative and the build alternative at each noise sensitive activity or land use with the existing noise levels and with the noise abatement criteria levels given in Table 1 of 23 CFR 772 and make a subjective description of the noise impact at each noise sensitive activity or land use.
5. Examine and evaluate alternative noise abatement measures for reducing or eliminating the noise impact on existing activities, developed lands and undeveloped lands for which development is planned.
6. Identify those lengths of highway (separately for each side of the highway) and those individual land uses where noise abatement measures are not feasible and reasonable.
7. Prepare Noise Report Documents with a map showing the location of all identified activities and land uses with tables showing the measured and predicted noise levels at each activity and land use. The number of copies and medium of the documents will be prescribed by the CONTRACT.

FIELD SURVEY:

The CONSULTANT shall survey the project utilizing standard surveying practices as required to prepare preliminary and final contract plans in accordance with the current MDOT Design Manual. The work shall be performed in accordance with the current MDOT Survey Manual, unless specifically accepted, and with any additional instructions or requests as specified by the LPA, including the following:

A. Centerline Survey and Control:

1. Document "good faith" efforts to notify the property owners prior to entering upon the property for survey purposes;
2. Establish horizontal and vertical control, intermediate control and centerline in accordance with the MDOT Survey Manual;
3. Perform hydraulic survey according to the MDOT Survey Manual;
4. Participate in centerline inspection (hub-line review) immediately following its location to determine if any adjustments are necessary. The CONSULTANT shall make all necessary adjustments resulting from this inspection, and shall also make any adjustments necessary as a result of the centerline inspection(s) from the adjacent project(s);

5. Perform complete topographic survey along proposed centerline in accordance with the MDOT Survey Manual;
6. By the time Preliminary Right-of-Way (ROW) plans are developed, the CONSULTANT will be required to establish the location of property lines, determine ownership from deeds of record, and develop a Property Map of the project according to standard, recognized surveying procedures in preparation for Right-of-Way documents meeting the Mississippi Board's "Standards of Practice" for surveying in the State of Mississippi as set forth and published by the State Board of Licensure for Professional Engineers and Surveyors. The following are required MDOT elements:
 - a) A detailed and diligent search and collection of property corners, ROW markers, and property line evidence shall be conducted on all parcels in or connecting to the limits of the project. A detailed description of the property evidence found will be required for each point collected;
 - b) Existing highway ROW, local road ROW, railroad ROW, and utility ROW that fall within the topographic limits of the project shall be collected.;
 - c) Each land parcel boundary in or connecting to the limits of the project shall be drawn and the boundary lines delineated as; from evidence or deed. Each individual parcel to be labeled with the following: owner name and tax parcel number. All GLO lines intersecting the project labeled with appropriate Section, Township, and Range information. Lot and block or tract numbers of property and adjoining lots of Subdivisions;
 - d) All corners and evidence found shall be labeled with coordinates and the description of the evidence found. It shall not be necessary to show station/offset to any corners or to property lines at their intersection with the existing centerline. No ROW markers or property corners symbology shall be shown unless they are collected in the field;
 - e) Any distances or bearings shown on this drawing shall be grid;
 - f) North arrow;
 - g) The property point ASC II file shall be printed by the consultant and the professional surveyor in charge of the project shall certify by signing and placing his or her seal on each page that the coordinate values of this file meets or exceeds requirements for land class "B", as required by Mississippi Board of Licensure for Professional Engineers and Land Surveyor's "Standards of Practice" for Land Surveying in the State of Mississippi.
7. Any local road to be relocated on the project will be submitted to the LPA for approval. A site visit by the appropriate representatives of the LPA and MDOT will be made with the CONSULTANT to review the proposed relocations. The approved relocations will then be staked and cross-sections developed by one of the methods outlined in the MDOT Survey Manual; and
8. In the case of any discrepancy or ambiguity between the MDOT Survey Manual, the Mississippi Board's "Standards of Practice" or specifications listed within this CONTRACT the CONSULTANT shall adhere to the most stringent requirement for the specific task in question, unless otherwise directed in writing by a representative of the MDOT authorized to make alterations to this CONTRACT.

9. The location of any utility shall be delineated, as described in the MDOT Survey Manual; and

B. Survey Data Submittal:

1. At the end of Conceptual Design, the CONSULTANT shall submit two copies of a CD containing the following information (This is in addition to the CADD files required to be submitted):
 - a) An ASCII file containing the horizontal and vertical control point information established by the consultant. Naming of the file shall be firm's name_fms#_detail code#_Control.txt. File format shall be point number, northing, easting, elevation, and point description.
 - b) An ASCII file containing the field collected property point information. Naming of the file shall be firm's name_fms#_detail code#_property.txt. File format shall be point number, northing, easting, elevation, and point description. Also this file shall be printed by the consultant and the professional surveyor in charge of the project shall certify by signing and placing his or her seal on each page that the coordinate values of this file meets or exceeds requirements for land class "B", as required by Mississippi Board of Licensure for Professional Engineers and Land Surveyor's "Standards of Practice" for Land Surveying in the State of Mississippi. This file shall be scanned and submitted in a pdf format. Naming of the file shall be firm's name_fms#_Detail code#_property certification.pdf.
 - c) An ASCII file containing the preliminary ROW marker coordinates. Naming of the file shall be firm's name_fms#_detail code#_preliminary_row.txt. File format shall be point number, northing, easting, RWM, and station-offset.
 - d) A pdf file containing the alignment geometry data. Naming of the file shall be firm's name_fms#_detail code#_alignments.pdf. The consultant shall describe each alignment (mainline, ramps, loops, detours, local roads, other) and save to a text file. Each text file shall be incorporated into the PDF with bookmarks for each alignment. Naming of each bookmark will be such that users will be able to associate the name with a physical location on the project. A certification by the Professional Engineer and Professional Surveyor stating alignment data contained in the PDF is the final alignments as of the certified date and were staked in the field as shown. This certification shall be in the form of a cover sheet in the pdf bearing the seal, date, and signature of each of the professionals.
 - e) A PDF file containing the completed MDOT survey notification forms for each landowner along the project. Naming of the file shall be firm's name_fms#_detail code#_survey_notification.pdf
 - f) An ASCII file containing all topographic points collected for the project. Naming of the file shall be firm's name_fms#_detail code#_topo.pdf. File format shall be point number, northing, easting, elevation, point code, line code: point description.
 - g) An ASCII file containing hydraulic profile data collected for the project. Include points at all the major breaks. File Format shall be point number, Station/elevation, point code, point description.
2. At the end of Final Design, the CONSULTANT shall submit two copies of a CD containing the following information:

An ASCII file containing the final ROW marker coordinates used for field staking. Naming of the file shall be firm's name_fms#_detail code#_final_row.txt. File format shall be point number, northing, easting, RWM, and station-offset. A certification bearing the seal, date, and signature of the Professional Surveyor shall accompany this file stating accuracy requirements listed below were achieved. The accuracy standards for placement of monuments shall be 0.05 feet relative to the project control established by MDOT or in accordance with Mississippi Board's "Standards of Practice, Class "A", for surveying in the State of Mississippi as set forth and published by the State Board of Registration for Professional Engineers and Land Surveyors". The more stringent of these two accuracy standards will apply and shall be used. The top of the pins shall be two to six inches below the ground surface.

C. Field Staking:

1. The centerline shall be staked and flagged on 100-foot station intervals prior to the Centerline Inspection. The CONSULTANT shall recover, re-establish and re-flag the centerline, and stake all additional alignments (ramps, loops, detours, C-D roads, local roads, etc.) within 2 weeks of notification by MDOT for the purpose of MDOT preparing a Soil Profile. The alignments shall be recovered, re-established and re-flagged again prior to the Field Inspection. All staking shall be in accordance with the MDOT Survey Manual.
2. Specific locations of ROW lines shall be cleared and staked at approximately 100 foot intervals as requested by the LPA. These locations include local road crossings, interchange areas, and bridges. This is in addition to staking of the complete project ROW once Maps and Deeds are complete.
3. The bridge abutments and intermediate bents shall be established and staked in the field prior to the Conceptual Plan Review and again prior to the Field Inspection;
4. Once Maps and Deeds are complete, iron pins (3/4" x 30" rebar) shall be set at the locations of proposed ROW monuments. Accuracy standards for placement of monuments shall be 0.05 feet relative to the project control established by the MDOT or in accordance with Mississippi Board's "Standards of Practice, Class "A", for surveying in the State of Mississippi as set forth and published by the State Board of Registration for Professional Engineers and Land Surveyors". The more stringent of these two accuracy standards will apply and shall be used. The top of the pins shall be two to six inches below the ground surface. At the end of PHASE B, it shall be the consultant's responsibility to update ROW monument pin locations due to revisions from the time Maps and Deeds are complete to the end of PHASE B.
5. Once Maps and Deeds are complete, all ROW lines shall be cleared and staked at 100-foot intervals.

FIELD REVIEW PLANS:

Part 1 -- Pre-Design Conference

Part 2 -- Base Level Floodplain Impact Analysis

Part 3 -- Conceptual Plans

Part 4 -- Centerline Soil Profile and Preliminary Geotechnical Design Report

Part 5 -- Preliminary Right-of-Way Plans

Part 6 – Highway Hydraulic Design

Part 7 -- Field Inspection Plans

Part 8 -- Right-of-Way Plans

Roadway plans shall conform to the MDOT Roadway Design Division's CADD specifications as described in the MDOT Roadway Design Division's CADD User's Manual. When field inspection plans are submitted, all hydraulic calculations (for drainage areas under 1000 acres) shall be included.

Bridge plans shall conform to the MDOT Bridge Division's CADD specifications as described in the MDOT Bridge Division CADD Manual.

Unless stated otherwise in the CONTRACT, the following specific requirements are typical for this phase:

Part 1 - PRE-DESIGN CONFERENCE

The purpose of the conference is to discuss LPA procedures, contract administration, data required by this CONTRACT, the design criteria, and other matters as the parties deem necessary. After the Pre-Design Conference, the Project Director shall authorize the CONSULTANT to proceed with the preparation of the conceptual design plans.

Part 2 – BASE LEVEL FLOODPLAIN IMPACT ANALYSIS

A. Data Compilation

The CONSULTANT will compile the existing survey, hydrologic and hydraulic information throughout the project site. THE CONSULTANT will conduct a basic field investigation to obtain background information that will be used to develop the hydraulic and hydrologic analysis.

B. Hydrology and Hydraulic Analysis

The CONSULTANT will develop a base level hydrologic and hydraulic impact analysis of the proposed project. The CONSULTANT will evaluate the impacts of the project during the selected storm event(s), including the 100-year (1% EAP).

C. Hydrologic Analysis

Compile site hydrology through existing data compilation and analysis of existing discharge data for streams and water bodies within the project area. The hydrology for the site will be defined using the existing information collected. The CONSULTANT will request the available HEC-HMS models from FEMA's effective Flood Insurance Study of the project area. Where necessary, the HEC-HMS will be revised or updated. The HEC-HMS hydrographs will be applied as input to the HEC-RAS model.

D. Hydraulic Analysis

The CONSULTANT will request the available HEC-RAS model(s) from FEMA's effective Flood Insurance Study of the project area. This model(s) will be used to compare the existing conditions of the area to the effects of constructing the proposed project on the water surface elevation(s) of the FEMA floodway.

- Existing Conditions Hydraulic Analysis

- The CONSULTANT will develop an Existing Conditions 1D or 2D HEC-RAS Model by utilizing the FEMA FIS model. Where feasible, the model will be calibrated using known discharge and stage conditions. In addition to the FEMA model(s), The CONSULTANT will utilize existing hydraulic models developed for the project area by other State/Local agencies.
- Proposed Project Hydraulic Analysis
- The CONSULTANT will modify the existing conditions HEC-RAS model to include the proposed project. The model geometry will be updated to include the conceptual design of the roadway and storm drain improvements.
- Conduct Base Level Flooding Analysis for Proposed Project
- The hydraulic analysis will compare the existing conditions model to the proposed project models to show any impacts to the floodway water surface elevations. If necessary, this stage of the hydrologic and hydraulic analysis will consist of an iterative process that will result in a preliminary action plan to minimize any impacts of the proposed project.

E. Reporting

Draft Memorandum: A technical memorandum will be prepared that describes all the work completed on the project. The focus of the report will be to describe the existing hydrology, hydraulics, and conditions through the floodplain, proposed actions of the project, and how those proposed actions perform within the hydrologic and hydraulic modeling environment. In addition, the memorandum will include appropriate background information, modeling assumptions, input variables, maps, and HEC-HMS / HEC-RAS output in support of a description of the proposed actions.

Final Memorandum: The CONSULTANT will review and incorporate, where appropriate, written comments on the Draft Report into a Final Report.

Part 3 - CONCEPTUAL PLANS

The CONSULTANT shall prepare and submit conceptual plans for the project to include, where applicable:

- A. ROADWAY PLANS: Title Sheet(s), typical sections, plan-profile sheets, traffic control sheets, conceptual permanent directional signing layout sheets, conceptual pavement marking sheets, special design sheets where needed, phase construction sheets as required (plan & elevation) and ROW limits with or without property boundaries.

The CONSULTANT shall conduct an over/under analysis to determine the most cost-effective solution for which route to be bridged. Factors which may dictate this solution include, but are not limited to, ROW acquisition, maintenance of traffic, bridge cost, existing elevations at both proposed roadways, and constructability.

The CONSULTANT shall include provisions for pedestrian and bicycle facilities meeting appropriate standards to comply with the Americans with Disabilities Act.

The CONSULTANT will investigate all local roads within the project limits to determine if realignments are necessary. Factors which may dictate realignments include, but are not limited to, angle of intersection, sight distance, crossover locations, and offset intersections. Survey for realignments will be performed prior to printing Preliminary Right-of-Way plans

to ensure approval by the LPA (a site visit by the CONSULTANT may be needed prior to survey). If CONSULTANT is not performing the survey, any proposed realignment will be sent to the LPA to ensure accurate alignment information.

A lighting plan shall be included in the conceptual plans. The CONSULTANT shall determine the most effective means of lighting the roadway to achieve the desired lighting levels. The conceptual plans shall show the location of the proposed lighting assemblies and provide information for the LPA's review. Height of poles, number of luminaries, type of lamps and any special features required shall be indicated on the plans. The CONSULTANT shall ensure that the proposed layout satisfies the AASHTO and FHWA requirements for the type of roadway being lit.

- B. BRIDGE PLANS: Span arrangements, pier/foundation schematics, shoring requirements adjacent to existing streets and railroads, typical sections, finish grade profiles, vertical and horizontal clearances, retaining walls, design data, drainage data, and any other information necessary for development of conceptual plans for bridges as well as roadway plans for the approach connections to the bridge concepts.

Four (4) sets of conceptual plans shall be submitted to the **MDOT** and the LPA for review and approval. Where applicable, conceptual bridge plans for railroad grade separations, including preliminary studies for shoring requirements, will be submitted to the railroad company for review at this time. Studies (including cost analyses) of other concepts, shoring requirements at existing streets and railroads and conceptual changes required during this review are considered to be covered by this Scope of Work. Allow approximately three (3) weeks for review by the **MDOT** and the LPA.

Part 4 - CENTERLINE SOIL PROFILE AND PRELIMINARY GEOTECHNICAL DESIGN REPORT

The CONSULTANT will investigate sub-surface soil and geological conditions along the project route as required to provide the necessary design criteria for structure foundations, pavement support criteria, embankment stability, and other as required by the LPA.

Design Criteria for pavement support shall be determined from a Centerline Soil Profile. The specific objective of this study is to determine the quality and type of soils located along the project. The centerline soil profile shall be completed prior to the submittal of the Preliminary Right-of-Way plans so that the plans reflect slope requirements in areas that contain high-volume-change soils. Specific work requirements include the following:

For this CONTRACT, the CONSULTANT shall perform necessary field and laboratory work to develop and provide the complete soil profile along the centerline of survey. The soil survey shall be performed by the CONSULTANT in such a manner as necessary to produce a report similar in content and format commonly developed by the LPA's District Materials laboratories, and in accordance with MDOT Standard Operating Procedures *TMD-20-14-00-000 – Standard Design Procedures for Construction of Roadways Through High Volume Change Soils*.

The CONSULTANT shall identify the types of soils along the proposed alignment, evaluate their potential use as fill materials, and locate any undesirable low strength surface soils which may require undercutting or other remedial measures for construction. From the original soil profile, a tentative base design will be formed by the LPA and any undesirable strata shall be noted for special consideration by the Project Engineer in charge of the actual construction. It is of distinct value in determining soil strata placement during grading operations where better soils should be placed at grade and poor soils below.

Prior to the beginning of the field exploration, the CONSULTANT shall submit the proposed plan of work to the LPA, or his or designee, for review and approval. As a general rule, soil borings should be spaced a maximum of 200 feet (60 m) apart along the centerline and drilled to a depth of 3 feet (1 m) below the proposed subgrade line in cut sections or natural ground in fill sections. The spacing and depth of soil borings should vary if unusual conditions are encountered such as rock layers, water strata, or weak deposits (muck or unstable material). The auger method of drilling for disturbed samples is generally suitable for identification of the materials obtained.

Additional laboratory tests and analyses, which are not specified in TMD-20-14-00-000, shall be performed by the CONSULTANT. These include:

1. Estimated CBR, from charts supplied by the LPA;
2. Volume Change, AASHTO T 92;
3. pH, Mississippi Test Method MT-30;
4. Soil Resistivity, Mississippi Test Method MT-47.

The CONSULTANT shall prepare a report of the findings of the soil survey. This report shall include recommendations for handling unsuitable or undesirable soils, copies of the laboratory test results on MDOT form TMD-683, or equivalent, and the centerline soil profile. The centerline soil profile shall show the limits of each soil type identified, with each type labeled with:

1. an identification number to reference it to the laboratory test results,
2. AASHTO classification,
3. Unified Soils classification,
4. Estimated CBR, and
5. % Volume Change (if applicable)

The CONSULTANT shall provide 10 copies of the report to the LPA, or his or her designee.

Design Criteria for structures (bridges and/or retaining walls) shall be determined from subsurface investigation and laboratory testing. Geotechnical borings and testing shall be completed and the results contained in a Preliminary Geotechnical Design Report. The Preliminary Geotechnical Design Report shall contain reproductions of the field boring logs and test results and contain foundation type recommendations so that the recommended foundation type may be included in the field inspection plans. Specific work requirements include the following:

The necessary field investigation, laboratory testing, and engineering services shall be conducted by the CONSULTANT on behalf of the LPA in accordance with this Contract at the direction of the LPA'S Geotechnical Engineer, unless otherwise modified by the LPA. The Geotechnical Investigation shall consist of the following:

- * Subsurface investigations, consisting of borings on land or from a barge;
- * Cone Penetrometer (CPT) Sampling / Soundings;
- * Laboratory testing of disturbed and undisturbed samples;
- * Preliminary Geotechnical Design Report containing results of Subsurface Investigation and Laboratory Testing along with preliminary bridge foundation recommendations;

- * Engineering analyses of subsurface conditions;
- * Geotechnical Design including geotechnical seismic design of bridge and/or retaining wall foundations, embankments, and/or slopes;
- * Preparation of necessary plan sheets and special provisions for inclusion in plans with only minor modifications.
- * Final Geotechnical Investigation Report containing conclusions and recommendations as well as all supporting data.

The CONSULTANT shall be responsible for obtaining permits, licenses, and/or authority from public agencies required for the conduct of his operations under this CONTRACT, including payment of any charges for the same, and shall not work or use public property without such authority, licenses, or permits. This also applies to permits required to transport equipment over or across public thoroughfares. The CONSULTANT will also be required to notify private landowners and to obtain access and permission to enter or work on their property. The LPA shall be notified in writing within 5 working days of any landowner's refusal to grant access to their property.

All foundation investigation work – drilling, soils classification, laboratory testing – and all other work in connection therewith, shall follow procedures outlined in AASHTO publication, *Manual on Subsurface Investigation, 1988*.

Subsurface Investigation:

The CONSULTANT shall perform the following:

The CONSULTANT shall prepare a layout of his proposed boring program to be submitted to the LPA, or his or her designee, for approval. This layout shall indicate boring locations and tentative termination depths and shall be prepared as soon as possible after the initial horizontal alignment is established in the field. Borehole spacing along the alignments shall not exceed 200 feet (60 m).

If subsurface conditions warrant, the CONSULTANT may request to perform additional foundation borings to help analyze slope stability. These borings shall not exceed 30 feet (9 m) in depth, and may only be performed by approval of the LPA, or his or her designee.

Piezometers shall be set in the field along the alignments for monitoring of the groundwater table. Piezometer locations shall be noted on the boring program layout submitted for approval. Piezometers shall be necessary only at locations in which footings (pile-supported or spread) or drilled shafts will be utilized.

Soil samples shall be obtained in each boring. These samples shall be taken at intervals necessary to produce a continuous log. The sampling interval shall not exceed 1.5 m (5') to a depth of 15 m (50'), and 3 m (10') beyond this depth.

Casings for borings shall be allowed by the LPA only after the CONSULTANT has demonstrated to the Geotechnical Engineer that all other common methods to maintain borehole stability have been tried without success.

Undisturbed soil samples shall be obtained in cohesive soil zones (AASHTO T207). Standard penetration tests shall be conducted in cohesionless soil zones (AASHTO T206). Continuous rock

cores shall be obtained in any rock strata greater than 150 mm (6") thick. Any rock strata less than 6" in thickness shall be identified by collecting, and analyzing cuttings. Drilling in rock shall comply with AASHTO T255. All rock cores shall be delivered to the LPA.

All soils encountered shall be described, and each strata shall be geologically classified. A detailed log of each boring shall be prepared by a professional geologist. A generalized soil profile for each structure site shall be developed and drawn, showing as a minimum the ground line profile, soil zone stratification, locations of the borings, and results of the standard penetration tests.

Laboratory Testing:

The CONSULTANT shall perform the following:

Laboratory testing of the soil samples obtained during field exploration shall be performed to adequately determine necessary classification and design parameters. The following characteristics shall be determined: Atterberg limits, field moisture content, unit mass (weight), grain size, cohesive shear strength, angle of internal friction, and consolidation. A sufficient number of tests shall be performed on representative samples from each strata designated in the field exploration to adequately determine its shear strength, settlement potential, gradation, and ultimate bearing capacity. All testing and sampling are to be performed in accordance with AASHTO or ASTM and industry standards.

Unconfined compression and unconsolidated-undrained triaxial compression tests shall be used to determine the shear strength characteristics of cohesive soils. A wide range of confining pressures shall be used with representative samples from each zone to develop a Mohr's failure envelope. Consolidated-undrained triaxial compression tests shall be performed only if necessary for embankment design.

Consolidation tests shall be performed on representative samples of all potentially compressible soil strata. The in-situ void ratio, saturation percentage, specific gravity, over-consolidation ratio, and coefficients of compression and vertical drainage shall be determined for these tests.

The angle of internal friction for each sand zone shall be determined by performing triaxial tests at three (3) relative densities. The relative densities shall be 15, 50, and 85 percent. Three (3) confining pressures shall be utilized at each relative density. These pressures are 20, 40, and 60 psi. A total of nine (9) sand triaxial tests will be run per set.

Engineering Analysis:

The CONSULTANT shall perform the following:

Foundation conditions shall be analyzed, together with typical bent loads and elevations furnished by the LPA to develop feasible foundation support systems and general foundation designs which follow current AASHTO requirements.

Ultimate pile bearing capacity curves, in either tons vs. feet or kN vs. m, shall be developed for various sizes and types of piles. The curves are to be developed for all bent locations and shall take into account scour depth, if applicable. The sizes and types of piles, bent locations, and scour depths are to be suggested by the LPA. Construction considerations, pertaining to pile installation

and the ability of standard driving equipment to achieve minimum tip elevations, shall be provided to the LPA, or his or her designee.

The feasibility of drilled shaft foundations and spread footing foundations shall be examined. General construction considerations and capacity curves for acceptable sizes of shaft and footings shall be provided for those locations that the CONSULTANT determines are suited for these types of foundations. If a complete design is requested, loads to be used in the analysis will be provided by the COMMISSION.

Each approach embankment shall be evaluated as to slope stability and anticipated settlement.

Seismic considerations regarding foundations will address recommended seismic site classification, liquefaction potential and pseudo-static seismic slope stability where required.

Findings shall be provided to the LPA.

Designs:

For projects involving designs, any or all of the following shall be required by the CONSULTANT:

1. **Retaining Walls** - The CONSULTANT shall be provided by the LPA alignment and grade of any proposed retaining walls. The CONSULTANT shall design mechanically stabilized earth (MSE) walls for external and global stability at various locations along the length of the wall per current AASHTO LRFD guidelines. Conventional cantilever walls shall be designed against sliding, overturning, and bearing capacity failure. The CONSULTANT will not be required to provide structural details, but shall provide any geometric details necessary for the LPA to develop construction plans.

Walls in cut slopes shall first be evaluated as to recommended type (MSE, cantilever, tieback and/or lag, or soil nailed). Once the selection is made by the LPA, the CONSULTANT shall furnish a generic wall design along with recommendations and considerations for construction.

2. **Foundations** - If drilled shafts are chosen as the foundation type, the CONSULTANT may be required to complete the capacity and lateral load analysis based on current AASHTO LRFD guidelines. In addition, for sites requiring a load test, the CONSULTANT shall design an out-of-position test shaft to be load tested for the purpose of determining the ultimate capacity of the test shaft and aid in the verification of design drilled shaft capacities.
3. **Embankments** - Embankments shall be designed such that a minimum factor of safety of 1.3 exists against slope failure (1.4 in critical applications). The use of berms, geosynthetics, buttresses, or other methods shall be considered by the CONSULTANT in the embankment design.

Bridge approach embankments which are prone to settle more than 50 mm (2") due to the existence of compressible materials below the ground surface shall be designed by the CONSULTANT in regards to mitigation of the settlement. Specified waiting periods, surcharging, wick drain designs, and/or special abutment pile designs shall be considered by the CONSULTANT.

4. **Cut slopes** - The CONSULTANT shall design the back slope of any cut section deemed precarious for a minimum factor of safety of 1.3. Temporary backslopes for construction shall be designed for a minimum factor of safety of 1.15 to 1.2.

5. **Geotechnical Seismic Design Requirements:**

- (a) Foundation Stiffness matrices (where required) including individual pile stiffnesses, pile group stiffnesses, footing stiffnesses, and abutment stiffnesses will be developed using the procedures outlined in FHWA -SA-97-077 Geotechnical Engineering Circular No. 3 Design Guidance: Geotechnical Earthquake Engineering for Highways Volumes I and II and the current AASHTO LRFD Bridge Design Specifications.
- (b) Seismic Site Classification and corresponding recommended response spectra for both period and displacement will be determined per the current AASHTO LRFD Bridge Design Specifications.
- (c) Liquefaction Potential (where required) will be assessed per the current AASHTO LRFD Bridge Design Specifications.
- (d) A preliminary lateral pile analysis using LPILE v5.0 is to be performed at each bridge or retaining wall site and the corresponding lateral load vs. deflection curve is to be included in the final geotechnical report.
- (e) Pseudo-static seismic slope stability analyses (where required) should follow the current AASHTO LRFD Bridge Design Specifications.

CADD Drawings:

The Generalized Soil Profile(s) and special design sheets that are included in the Final Geotechnical Investigation shall be submitted in the agreed format with the Final Contract Plans. The Generalized Soil Profiles shall contain standard notes and disclaimers. These notes will be furnished by the LPA. In addition, the Generalized Soil Profiles shall contain a table of soil strengths and unit weights used for design calculations as well as a geologic description of the individual soil zones.

Final Geotechnical Investigation Report:

The Final Geotechnical Investigation Report shall be prepared and signed by an engineer licensed in the State of Mississippi with a minimum of 10 years of experience in the practice of geotechnical engineering. The report should contain the following:

- 1. A cover letter containing Project Number, City, and a general description of the project;
- 2. A Project Layout Sheet containing the project termini and a map encompassing the entire project area;
- 3. A copy of the boring logs;
- 4. Results of the laboratory tests;
- 5. Any design sheets and draft special provisions required for the plans;
- 6. Generalized soil profiles suitable for inclusion in the plans.

In addition, the Geotechnical Investigation Report shall be organized according to the following outline.

- I. Cover Letter
- II. Layout Sheet
- III. General
- IV. Geology
- V. Conclusions and Recommendations
 - A. Settlement Analysis
 - B. Stability Analysis (including pseudo-static slope stability, where required)
 - C. Foundation Analysis
 - 1. Spread Footings
 - 2. Driven Piles
 - 3. Drilled Shafts
 - 4. Geotechnical Seismic Design
- VI. Reference Section
 - A. Generalized Soil Profile
 - B. Spread Footing/Pile/Drilled Shaft Design Curves
 - C. Laboratory Test Results
 - D. Boring Logs

The CONSULTANT shall furnish the LPA, or his or her designee, with 10 copies of the geotechnical report.

Part 5 - PRELIMINARY RIGHT-OF-WAY PLANS

The CONSULTANT shall prepare and submit Preliminary Right-of-Way plans in accordance with the LPA's format based on the approved conceptual plan. The Preliminary Right-of-Way plans shall contain the title sheet, typical sections, and plan and profile sheets showing all geometrics, profile grades, construction limits, and Preliminary Right-of-Way limits. The Preliminary Right-of-Way limits shall be consistent with the Conceptual Right-of-Way that was presented during the environmental process, subject to changes as needed based on preliminary design.

Part 6 – HIGHWAY HYDRAULIC DESIGN

HIGHWAY HYDRAULIC DESIGN (Drainage Area < 1000 ac): Highway hydraulic design including hydrology, channels, culverts, energy dissipaters, storm drainage systems, and storage facilities shall be in conformance with the MDOT Roadway Design Manual, AASHTO Drainage Manual, FHWA Hydraulic Engineering Circulars and Publications, 23 CFR 625, 630 and 650, 44 CFR Part 59-78, the Floodplain Management Regulations for the State of Mississippi (Chapter 5, General Laws of 1979, 1st Extraordinary Session of the State, as amended and supplemented from time to time), National Flood Insurance Program (NFIP) regulations, and Federal Emergency Management Agency (FEMA) regulations and any other applicable Laws.

Drainage design should achieve the most effective and economical methods by which runoff waters can be passed through and removed from the roadway. Drainage installations should not create hazardous conditions for traffic operations nor should they adversely affect conditions of adjoining properties.

Major reference publications (latest editions and interim revisions) for hydraulic design of highways are as follows (but not limited to):

1. FHWA Publication *Hydraulic Design of Highway Culverts*, Hydraulic Design Series Number 5 (HDS-5)
2. FHWA Publication *Hydraulic Design of Energy Dissipators for Culverts and Channels*, Hydraulic Engineering Circular No. 14 (HEC-14).
3. FHWA Publication *Design of Roadside Channels with Flexible Linings*, Hydraulic Engineering Circular No. 15 (HEC-15).
4. FHWA Publication *Urban Drainage Design Manual*, Hydraulic Engineering Circular No. 22 (HEC-22).

The hydraulic analysis shall be performed using a nationally recognized and readily available computer program for determination of design requirements. Acceptable software for drainage design applications may include HY-8 Culvert Hydraulic Analysis Program, FHWA Hydraulic Toolbox, HEC-RAS, PondPack, StormCAD, StreamStats, HEC-HMS, WMS, and SMS.

If the project is located in or across a FEMA Regulatory Floodway or base flood elevations have been determined as shown on the National Flood Insurance Program (NFIP) maps, the CONSULTANT shall obtain the step-backwater hydraulic model for the specified stream and community from FEMA. Modification of this input data will be required to demonstrate that the proposed development will not impact the pre-project base flood elevations, regulatory floodway elevations, or regulatory floodway widths.

For structures with drainage areas less than 1000 acres, the design flood for encroachments by through lanes of Interstate highways shall not be less than the flood with a 2 percent chance of being exceeded in any given year per 23 CFR 650.115. Further design flood classifications and standards are specified in the Roadway Design Manual.

The final submittal shall include as a minimum one hard copy of reports spiral bound, all pertinent digital files on a CD placed in the back of the report, including a color PDF of the hydraulic report to the MDOT.

The CONSULTANT shall prepare and submit Highway Hydraulic Design and Recommendations in accordance with the MDOT's format to the MDOT for review and comment.

The Highway Hydraulic Design submittal shall include Structure recommendations, all hydraulic computations, supporting data and documentation, including but not limited to:

- A. FINAL STRUCTURE RECOMMENDATIONS: The Hydraulic Structure Recommendations shall be completed in accordance with MDOT Roadway Design Manual, MDOT Design Memos, and other guidance as applicable. Recommendations shall be provided in the appropriate format as required.
 - a. Design data for culverts shall be recorded and provided on the Culvert Hydraulic Design Summary Table as stated in the MDOT Roadway Design Manual, see Figure 7-3A. The table shall be included with the plans.
 - b. Drainage details shall be provided in a Microstation or equivalent file including but not limited to hydraulic structure recommendations placed accordingly on the roadway Plan & Profile sheets for reference into the plans. The following shall be provided as a minimum:
 - i. Plan view shall show all structures in the proper location, and include corresponding labels as to size and type.
 - ii. Profile view shall show the structures in the proper location.

- iii. Drainage Details Note box including information to be placed by Roadway Design or the CONSULTANT in the profile for each structure (pipe or box culvert).
 - 1. Structure information shall include location including station, type, size, length, drainage area, flow lines, skew, and any other accompanying structures (end sections, junction boxes, collars, etc). The accompanying structures should also include flowlines and dimensions where applicable.
 - 2. Details of flat bottom ditches including but not limited to grades, bottom widths, side slopes, and location.
 - c. All structures shall be drawn to proper flowlines, dimensions and labeled in the cross section file provided by Roadway Design
- B. STORM SEWER DESIGN: Storm sewer design shall be prepared according to the MDOT Roadway Design Manual and FHWA Publication Urban Drainage Design Manual, Hydraulic Engineering Circular No. 22 (HEC-22). Recommendations shall be provided in the appropriate format as required.
 - a. Design data for structures shall be recorded and provided in a separate table or plan view showing every structure with drainage area and flow rate into the structure.
 - b. Drainage details shall be provided in a Microstation or equivalent file including but not limited to hydraulic structure recommendations placed accordingly on the roadway 1"=20' Plan & Profile sheets (left and right) for reference into the plans. The following shall be provided as a minimum:
 - i. Plan view shall show all structures in the proper location, and include corresponding labels as to size and type. Pipes shall also be labeled including a direction of flow.
 - ii. Profile view shall show the structures in the proper location, and drawn to proper flow lines and dimensions. Pipe slopes shall be labeled. Profile view shall also include the existing and proposed roadway profile provided by Roadway Design.
 - iii. Drainage Details Note box including information to be placed by Roadway Design or the CONSULTANT in the profile for each structure (pipe or box culvert).
 - 1. Structure information shall include but not limited to location including station, type, size, length, top, height, width, drainage area, flowlines, skew, inverts, and openings with pipe size and any other accompanying structures (end sections, junction boxes, collars, etc.). The accompanying structures should also include flowlines and dimensions where applicable.
 - c. All structures shall be drawn to proper flowlines, dimensions and labeled in the cross section file provided by Roadway Design
- C. TEMPORARY DRAINAGE DESIGN: The temporary hydraulic design recommendations shall be completed in accordance with MDOT Roadway Design Manual, MDOT Design Memos, and any other guidance as applicable. Temporary recommendations shall be in the appropriate format as required.
- D. SILT BASIN DESIGN: The silt basin design recommendations shall be completed in accordance with MDOT Roadway Design Manual, MDOT Design Memos, and any other guidance as applicable. Silt basin recommendations shall be in the appropriate format as required. Silt basin design shall include all items as applicable as stated for Final Structure Recommendations.

- E. **HYDRAULIC MODELS AND CALCULATIONS:** Hydraulic models shall be provided when required. Input and output from software and any other calculations used in hydraulic design shall be provided.
- F. **HYDRAULIC REPORT:** Hydraulic reports shall be provided, and shall be signed and sealed by the CONSULTANT's engineer.

The CONSULTANT shall submit the hydraulic studies and recommendations to the MDOT.

The CONSULTANT will allow approximately three (3) weeks for review by the MDOT in their progress schedule unless indicated otherwise. Upon completion of the review by the MDOT, comments shall be provided to the CONSULTANT. The CONSULTANT shall address the comments and provide updated studies and recommendations for subsequent review. Any changes or revisions required as a result of the above reviews shall be considered as part of the covered work.

If changes result from the field inspection or the MDOT's review, the consultant shall provide revised hydraulic studies and recommendations, amended hydraulic analysis and revised drawings as appropriate.

The CONSULTANT shall prepare and submit Final Hydraulic Studies and Recommendations in accordance with the MDOT's format and shall account for any changes from the field inspection to the MDOT for review and approval. Documentation from the field inspection shall be added to the report including but not limited to statements for any revisions.

One (1) complete set of the Final Hydraulic studies, design/analysis computations, supporting data and reports shall be submitted to the MDOT after all changes from the field inspection and MDOT's review have been made. This submittal shall include but is not limited to: 1) Model input and output; 2) Computations; 3) Supporting drawings; and 4) All correspondence with governmental and regulatory agencies regarding levees and water crossings. In the event a FEMA regulatory floodway is involved, the CONSULTANT shall also submit a copy of the following as appropriate: 1) FEMA flood study data; 2) Topographic maps showing revised floodway and floodplain boundaries (when directed by the MDOT); 3) No-Rise/No-Impact certification; 4) CLOMR application (when directed by the MDOT); 5) LOMR (when directed by the MDOT); and 6) All correspondence with FEMA and the Community Floodplain Administrator.

The CONSULTANT shall submit one (1) FINAL hard copy, bound hydraulic report when required including a CD/DVD of all pertinent digital files including a color PDF of the report. The CD/DVD shall be located in the back of the report.

The CONSULTANT shall also submit the Final Hydraulic Study and recommendations to the MDOT.

Part 7 - FIELD INSPECTION PLANS

The CONSULTANT shall prepare and submit field inspection plans in accordance with the LPA'S format based on the approved conceptual plan. The field inspection plans shall contain, as a minimum:

- A. **ROADWAY PLANS:** Title sheet, typical sections, preliminary listing of pay items, plan and profile sheets showing all geometrics, profile grades, construction limits, cross-sections,

preliminary earthwork quantities, preliminary permanent directional signing layout sheets, preliminary pavement marking sheets, Right-of-Way limits, size and location of all drainage structures, as well as any traffic control that will be required during construction. Cross drain structures shall be plotted on the cross sections. The Right-of-Way limits will be based on the normal border width, and will represent the actual proposed Right-of-Way for the project.

After the field review is conducted, the CONSULTANT shall provide the LPA with written updated right-of-way and construction cost estimates. These estimates shall be based on historical cost data from similar MDOT projects.

- B. **BRIDGE PLANS:** Preliminary bridge layout drawings shall be constructed to a reasonable scale. These layout drawings may or may not be in a form that can be incorporated into the final plans.

The preliminary bridge layout drawings shall include a foundation plan, an elevation view, typical cross-sections and shoring requirements (where applicable). The foundation plan shall depict items such as: (1) roadway/bridge abutments, (2) stationing and horizontal control dimensions, (3) span lengths, (4) skew and/or curve data, (5) horizontal navigation clearances, and (6) other pertinent features.

The elevation drawings shall show such items as: (1) ground profile (original and finished), (2) span lengths, (3) type construction (simple, continuous, etc.), (4) materials (prestressed beams, concrete box girders, etc.), (5) vertical navigation clearances, (6) finish grades at each bent, (7) expansion joint locations and types, (8) design data and drainage data (where applicable), (9) phase construction sheets as required (plan and elevation), (10) shoring requirement sheets where needed and (11) other pertinent data.

The typical cross-section drawings shall show items such as: (1) bridge/roadway width(s), (2) crown/superelevations, etc., (3) railing dimensions, (4) beam types, (5) substructure types (frame bents, trestle pile bents, piers, etc.), (6) bearing types, (7) slab dimensions including overhang, (8) shoring plans, when required, indicating member sizes, type and locations.

- C. **PRELIMINARY DESIGN REVIEWS:** When requested by the LPA, the CONSULTANT will perform preliminary design reviews for bridge sites to assist MDOT in determining the best bridge configurations and alternatives considering construction costs and constructability.
- D. **ROADWAY AND BRIDGE:** Any other incidental drawings needed to show pertinent topographical features or special treatments shall be included with these field inspection plans. Any remedial measures required by the LPA's S.O.P. TMD-20-14-00-000, Standard Procedures for Construction of Roadways Through High Volume Change Soils, must be identified and incorporated into the design of right-of-way plans. The CONSULTANT shall submit four (4) sets of plans for review by the LPA prior to requesting the Field Inspection. The LPA shall mark on these copies of the plans all revisions or changes required and return same to the CONSULTANT. Allow approximately three (3) weeks for review by the LPA. After completing any revisions, the CONSULTANT shall submit to the LPA one (1) set of Field Inspection plans for a Field Inspection with representatives of the LPA and the CONSULTANT at a date mutually agreed upon by both parties. Allow approximately three (3) weeks from the submittal date of the reproducibles for scheduling and completing the Field Inspection.

Part 8 - RIGHT-OF-WAY PLANS

Subsequent to the Field Inspection, the CONSULTANT shall make all necessary changes which arise during the inspection. After completion of all revisions and changes requested by the LPA, the CONSULTANT shall furnish four (4) sets of Draft Right-of-Way plans and one (1) set of Draft Right-of-Way cross-sections for review by the LPA. Allow approximately four (4) weeks for LPA review, after which time the CONSULTANT shall meet with the LPA for a Draft Right-of-Way review to discuss the necessary changes.

Upon completion of any and all changes, the CONSULTANT shall submit plan sheets of the project which show the Right-of-Way and all public and private utility locations and ownerships which will be affected by the construction. The CONSULTANT shall submit one (1) set of cross sections for the project. The CONSULTANT shall also provide the LPA with written update Right-of-Way and construction cost estimates. These estimates shall be based on historical cost data from similar recent MDOT projects.

The CONSULTANT shall include revised preliminary bridge drawings with the submittal of ROW plans.

All related electronic files for these Right-of-Way plans shall be submitted along with the plans on CD/DVD with a project description (including Project Number, Route, City) listed on the exterior of the disk along with the words "RIGHT-OF-WAY." In lieu of CD/DVD, the CONSULTANT may transmit the files by FTP or e-mail. The electronic CADD files may be in a compressed (zipped) format. The CONSULTANT shall, if requested by the LPA, attend any meetings concerning the project. Any changes or revisions required as a result of the above reviews shall be considered as part of the covered work.

At the time Right-of-Way Plans are submitted, a copy of all hydraulic calculations (for drainage areas under 1000 acres) shall be submitted. For each cross drain, a completed Culvert Design Form from Chapter 7 of the MDOT Roadway Design Manual shall be included. For closed storm sewer systems, a network flow diagram or chart indicating flow rates in each inlet and pipe shall also be included.

The Right-of-Way Plans shall be accompanied by a written certification and completed checklist from the CONSULTANT that a detailed check of all geometric design items has been made prior to submission. This certification is to include criteria specified on the RWD-600, as well as design elements described in the current version of the AASHTO Policy on Geometric Design of Highways and Streets, other applicable AASHTO publications, the current version of the MDOT Roadway Design Manual, and current Roadway Design memos. Any approved Design Exceptions or Design Variances shall be noted on and attached to this certification. The plans will not be accepted without this written certification and completed checklist.

NOTE: Preliminary Right-of-Way Plans, Field Inspection Plans and Right-of-Way Plans shall be submitted in the following two formats:

- a) Black & White PDF images (22"x34.6", 400-600DPI) on CD/DVD or other approved media as described in Roadway Design Division's CADD Manual.
- b) Printed 1/2 Scale Plan Sheets.

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EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee basis with an upset limit of **\$1,246,021.23** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT'S fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES, which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this CONTRACT. Accordingly, direct salaries chargeable to this CONTRACT shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT'S allowable indirect costs attributable to this CONTRACT.

Direct Costs are those charges 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.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT'S profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

Each month, the CONSULTANT shall submit an invoice for the period beginning on the first day of the month and ending on the last day of the month.

Each month, the CONSULTANT shall submit OCR-484-C found on MDOIT'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).

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for SERVICE will not be exceeded for all work under this CONTRACT:

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing SERVICES reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this CONTRACT.

Upon MDOT's request, all charges for SERVICES must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

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 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.

Final payment of the overhead rate costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow this CONTRACT'S cost to exceed the maximum limitation stated. Said audit of the CONSULTANT will be conducted by the LPA, or the LPA'S designated auditor at the conclusion of this CONTRACT in accordance with Federal and the LPA requirements.

All overhead rates submitted to MDOT for approval shall comply with the current edition of the AASHTO Audit Guide, 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:

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. This policy will include no meal reimbursement when there is no overnight stay. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).**

All direct costs must be substantiated by supporting data in accordance with the MDOT State Travel Handbook, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed Fee:

The CONSULTANT'S fixed fee shall be **\$65,725.03** which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed **\$1,246,021.23** (Total of all Charges) without the prior written consent of both parties.

FEE AND EXPENSE SUMMARY

	Primes Labor Cost & Overhead	Primes Direct Costs	Primes Fixed Fee	Sub-Consultants	Project Total
Project Total	\$548,013.14	\$2,035.25	\$65,725.03	\$630,247.81	\$1,246,021.23

EXHIBIT 4 **SAMPLE CSU-001 – COST PLUS FIXED FEE**

LPA-CSU-001 For LPA's

REV 4/01/2016

MISSISSIPPI DEPARTMENT OF TRANSPORTATION **MDOT REIMBURSEMENT ESTIMATE - RECAP SHEET**

Date Processed January 0, 1900
 Vendor Number 31000000000
 Project No. 0
 In Account With 0
 Contract Number: CS 000000
 Est. No. 0
 County 0
 Address 0
 Surety Period
 MDOT Project Number 0
 User Code 2 0
 Current Period January 0, 1900
 THRU January 0, 1900
 Document No.
 P.O. No. 3941
 Invoice Number : 0
 Sheet No. 1

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	000001	0	0	0	0	0.00	0.00	0.00
Total						0.00	0.00	0.00
Total All Work Due						0.00	0.00	0.00
Total Net Work Due								
Contract Not To Exceed Amount \$0.00 NTP Date January 0, 1900 Termination Date January 0, 1900								
Amount of Payment for Progress Estimates and Final Estimates should be rounded to the nearest cents (\$0.00)								
Quantities Checked Original Signed C00000000 LPA Official 0								
Approved By: Consultant Services Unit Engineer - Scot Ehrgott, P.E.								
% Matching Funds Deduction for LPA	001	00000	0	0	0	0.00	0.00	0.00
TOTAL Net Amount Owed to the LPA 0.000000%								
THE SOLE PURPOSE OF THE ENGINEER'S SIGNATURE IS TO ACKNOWLEDGE THAT THE LPA HAS SUBMITTED ALL REQUIRED DATA BY THE LPA MANUAL FOR PAYMENT								

EXHIBIT 4

SAMPLE INVOICE – COST PLUS FIXED FEE

LOCAL PUBLIC AGENCY

ADDRESS

CITY, STATE, ZIP CODE

DATE:

ATTENTION: ACCOUNTS PAYABLE

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 NUMBER 000-000000

REPORT NUMBER: 000 through 000

FMS NUMBER 000000-000000LPA

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE_____
DIRECT SALARIES	\$	\$	\$
* PAYROLL ADDITIVE (less FCCM)	\$	\$	\$
FIXED FEE (% complete X total fee less amounts previously paid – not to exceed 75%)	\$	\$	\$
PAYROLL ADDITIVE w/ FCCM only	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$
AMOUNT DUE THIS INVOICE:	\$	\$	\$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-)
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>Pay Period Date</u>	<u>Rate of Pay</u>	<u>Period Hours</u>	<u>Period Costs</u>	<u>Period Costs</u>	<u>To Date</u>
DIRECT LABOR AND DIRECT COSTS						
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Designer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Technician		0.00	<u>0.0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total			0.0	0.00	0.00	0.00
Payroll Additives				<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Labor				0.00	0.00	0.00
Fixed Fee				0.00	0.00	0.00
Direct Costs				0.00	0.00	0.00
Subconsultant(s)				<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
 Project Total				0.00	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, and 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 U. S. 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 this 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-kick back 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 CONSULTANT or subconsultant 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 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-LLL, "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-consultants 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 13 day of February, 2020

Neel-Schaffer, Inc.


Steven A. Twedt

ATTEST: 

My Commission Expires:

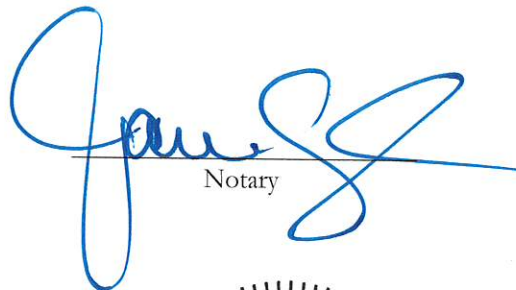

Notary



EXHIBIT 7

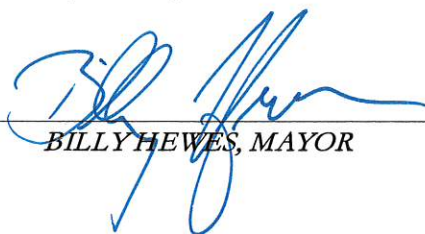
CERTIFICATION OF THE LPA

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 on the 16th day of MARCH, 2020.

City of Gulfport



BILLY HEWES, MAYOR

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.

128686

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:

Steve Twedt
Authorized Officer or Agent

2/13/2020
Date

Steve Twedt

Printed Name of Authorized Officer or Agent

Senior Vice President

Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 13 day of February, 2020

[Signature]
NOTARY PUBLIC

My Commission Expires: _____

* 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.



Harrison County
Project Number FBLD-9159-00(001) LPA /108419-811000
Neel Schaffer
2/12/2020

	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
NS Activation and Reporting	372		\$17,371.00	\$26,360.49	\$24.32	\$43,755.81	\$0.00	\$5,247.78	\$49,003.59
NS Environmental	1952		\$95,486.00	\$144,900.01	\$133.68	\$240,519.69	\$1,667.75	\$28,846.32	\$271,033.76
Pickering Environmental	306	\$50,156.18							\$50,156.18
Headwaters Environmental	624	\$51,361.79							\$51,361.79
Kimley Horn Air Study	242	\$38,715.76							\$38,715.76
NS Roadway	1399		\$66,199.00	\$100,456.98	\$92.68	\$166,748.66	\$0.00	\$19,998.72	\$186,747.38
Pickering Roadway	1128	\$190,526.79							\$190,526.79
NS Bridge	384		\$22,031.00	\$33,432.04	\$30.84	\$55,493.89	\$0.00	\$6,655.57	\$62,149.45
NS Hydraulics	331		\$16,473.50	\$24,998.54	\$23.06	\$41,495.10	\$367.50	\$4,976.64	\$46,839.24
ST Geotech	824	\$166,852.54							\$166,852.54
Machado Patano Survey	1772	\$132,634.75							\$132,634.75
Total	9334	\$630,247.81	\$217,560.50	\$330,148.06	\$304.58	\$548,013.14	\$2,035.25	\$65,725.03	\$1,246,021.23

Grand Total	\$1,246,021.23
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Activation and Reporting Sheet

Interconnecting Gulfport BUILD Grant
Harrison County
Project Number FBLD-9159-00(001) LPA /108419-811000
Neel Schaffer
2/12/2020

	No.	Estimated Hours							
MDOT Process Item Description	Sheets	Senior Manager	Senior Engineer	Engineer	Engineer Intern	Environmental Scientist	Clerical	Labor Classification	Total Hours
Project Activation									
LPA 100		1		1	1				3
LPA 700/800		1	2	24	24				51
Kickoff Meeting		4	4	4	4	4	2		22
LPA, MDOT and FHWA Process and Reporting		40	40	120	80		16		296
Total Hours		46	46	149	109	4	18	0	372

Raw Labor Rates	\$77.00	\$55.00	\$47.00	\$34.00	\$35.00	\$25.00			
Labor Cost	\$3,542.00	\$2,530.00	\$7,003.00	\$3,706.00	\$140.00	\$450.00	\$0.00		\$17,371.00

Overhead % 151.75% \$26,360.49

Fixed Fee % 12.00% \$5,247.78

FCCM Overhead % 0.140% \$24.32

Direct Costs:	Qty.	Unit Price ¹	
Mileage		\$0.575	\$0.00
Meals		\$46.00	\$0.00
Lodging		\$96.00	\$0.00
Postage			
Supplies			
Reproductions			
Other			

¹ See State Travel Handbook

Total Direct Costs:

Total: \$49,003.59

Environmental Sheet
Interconnecting Gulfport BUILD Grant
Harrison County
Project Number FBLD-9159-00(001) LPA /108419-811000
Neel Schaffer
2/12/2020

MDOT Process Item Description	No.	Estimated Hours							
	Sheets	Senior Manager	Senior Planner	Engineer	Senior Technician	Environmental Scientist	Archaeologist	Clerical	Total Hours
Environmental Documentation									
Project Organization									
Submit PEL Preliminary Statement of Purpose and Need to MDOT		8		24					32
Revise Draft Statement of Purpose and Need Based on MDOT/FHWA Comments		3	4						7
Develop Basemap		1		12	24				37
Prepare Typical Section Drawings		8		8	24				40
Agency Scoping Activities									
Solicitation of Views and Agency Coordination		2		2		8			12
Prepare Draft Project Schedule and Coordination Plan		2		8					10
Prepare Draft Solicitation of Views Letter		2		2		4			8
Schedule Project Coordination Meeting, Distribute Meeting Notice and Agenda		2	1			2			5
Hold Project Coordination Meeting, Prepare and Distribute Meeting Report		4	12			12			28
Identify Potentially Interested Local, State and Federal Agencies		1	2			2			5
Prepare Distribution List and Distribute Solicitation of Views Letter		1	1			4			6
Assemble and Transmit Solicitation of Views Responses to MDOT		1	2			2			5
Environmental Data Collection and Studies									
Land Use and Demographic Data									
Assemble Adopted Land Use Plans, Planned Developments, Zoning Restrictions			8	8	4				20
Assemble Census Data - Population, Housing, Income and Employment			4	4	2				10
Identify Any Prime, Unique or Other Farmland			1	2	2	2			7
Assemble Photographic and Other Evidence of Visual Character and Quality		1	4	2	12	12			31
Cultural Features Investigations									
Review National Register of Historic Places and Related Inventories							16		16
Review Reports on Archaeologically or Historically Significant Sites							8		8
Consult with Mississippi Department of Archives and History							20		20
Conduct Field Survey to Identify Potentially Significant Sites or Structures						24	60		84
Prepare Phase I Cultural Resources Survey Report and Submit for MDAH Review		2				4	60		66
Natural Features Investigations									
Identification and Delineation of Wetlands and Jurisdictional Waters									
Study Area Soils and Terrain									
Floral and Faunal Communities, Threatened or Endangered Species									
Water Quality									
Permit Requirements and Mitigation									
Prepare Technical Report on Wetlands and Biological Resources		2		4		8			14

Environmental Sheet
Interconnecting Gulfport BUILD Grant
Harrison County
Project Number FBLD-9159-00(001) LPA /108419-811000
Neel Schaffer
2/12/2020

MDOT Process Item Description	No.	Estimated Hours							
	Sheets	Senior Manager	Senior Planner	Engineer	Senior Technician	Environmental Scientist	Archaeologist	Clerical	Total Hours
Hazardous Materials Investigations									
Review Hazardous Materials Report		2		1		4			7
Relocation Assessment									
Estimate number of displacements			8		4				12
Identify Comparable Available Facilities			40		16				56
Prepare Relocation Report		2	40	4	12				58
Public Information Meeting									
Develop Initial Database of Contact Names, mailing Addresses, E-Mail Addresses		2	16						18
Schedule Public Meeting and Reserve Meeting Location		1		2				4	7
Prepare Notification List including Property Owners and Agency Representatives		1	2	4				2	9
Prepare Meeting Notice		1	1	2				1	5
Make Arrangements for Publication of Meeting Notice in Newspaper		1	1	2				1	5
Disseminate Meeting Notice by Mail, E-Mail, Flyers and Other Means		1	2	2				1	6
Prepare News Release and Distribute to Newspapers, Radio and Television and Social Media		1	1	2				1	5
Prepare Sign-In Sheet, Survey Questionnaire and Comment Cards				2				1	3
Set Up and Conduct Public Information Meeting and Record All Comments		8	12	20	16	8		8	72
Stakeholder Meetings									
Schedule up to 8 Stakeholder Meetings and Reserve Meeting Location		16	16	32					64
Prepare Material for Stakeholder Meeting		16	16	32	40	32			136
Attend up to 8 Stakeholder Meetings		40	40	20		24		24	148
Tabulate Comments, Prepare Meeting Minutes, and Prepare Summary Report for EA		12	16	40				40	108
Dissemination of Information									
Disseminate Press Release and One-Page Fact Sheet		2	2	4					8
Public Hearing									
Schedule Public Hearing and Reserve Meeting Location		1	1	1				2	5
Update Contact Database for Potentially Affected Property Owners and Others		1	2	2				1	6
Disseminate Legal Notice by Mail, E-Mail, Flyers and Other Available Means		1	2	2				1	6
Prepare News Release and Distribute to Newspapers, Radio and Television		1	1	2				1	5
Prepare Sign-In Sheet, Survey Questionnaire and Public Comment Form				2				2	4
Set Up and Conduct Public Hearing and Record All Comments		8	16	20	16	8		8	76
Public Comment									
Assemble Public Comments Received at or after Public Hearing		8	8	16					32
Public Involvement									
Prepare Materials for Public Information Meeting		2	1	4					7
Review Materials for Public Hearing		2	2	4					8
Print and Distribute Copies of Draft Environmental Assessment for Public Review		2	4	12					18

Environmental Sheet
Interconnecting Gulfport BUILD Grant
Harrison County
Project Number FBLD-9159-00(001) LPA /108419-811000
Neel Schaffer
2/12/2020

MDOT Process Item Description	No.	Estimated Hours							
	Sheets	Senior Manager	Senior Planner	Engineer	Senior Technician	Environmental Scientist	Archaeologist	Clerical	Total Hours
Prepare Draft Legal Notice and Secure City Council Authorization to Publish		2	2	2					6
Make Arrangements for Publication of Legal Notice Announcing Public Hearing		2	2	2					6
Noise Analysis									
Identify Sensitive Noise Receptors and Collect Noise Data				40					40
Model Base-Year and Future Noise With and Without Project				40					40
Prepare Noise Analysis Report Assessing Potential Impacts of Alternatives				24					24
Environmental Assessment Documentation/Finding of No Significant Impact									
Prepare Draft Environmental Assessment									
Chapter 1 - Introduction and Background		12		24	4				40
Chapter 2 - Purpose and Need		12		16	12				40
Traffic Operations and System Continuity		2		48					50
Safety of Motorists and Users of Non-Motorized Modes		1		8					9
Emergency Evacuation and Special Events		1	2	1					4
Access to Developable Property and Support for Sustainable Development		1	2	2					5
Chapter 3 - Alternatives									
Design Objectives and Criteria, No-Build and Build Alternative		4		16					20
Prepare Conceptual Drawing of Preferred Alternative		6		12	24				44
Prepare Preliminary Cost Estimate for Construction of Preferred Alternative		8		24					32
Present Preliminary Draft Environmental Assessment to Mayor and City Council		4	2	4					10
Prepare Draft Resolution of Endorsement for Adoption by City Council		1	2	2					5
Present Draft Document, Preferred Alternative Plans and Cost Estimate to Council		2	2						4
Submit Preliminary Draft Environmental Assessment to MDOT		1		1					2
Review and Address MDOT and FHWA Comments on Preliminary Draft		4	4	24	12	2			46
Transmit Revised Preliminary Draft Environmental Assessment to MDOT		1		2					3
Transmit Notification of MDOT and FHWA Approval of Draft Document to Gulfport		1		2					3
Prepare Draft Final Environmental Assessment Submittal and Revision									
Assemble, Print and Transmit Draft Final EA for MDOT Review and Approval		2		16				8	26
Review MDOT and FHWA Comments - Make Requested Changes to Draft Final EA		4		24					28
Submit Revised Final EA for Mississippi Transportation Commission Approval		1		1					2
Assemble Final Environmental Assessment/Finding of No Significant Impact									
Print Copies of Final EA/FONSI and Distribute to Agencies and Review Locations		4		24					28

Environmental Sheet

Interconnecting Gulfport BUILD Grant
Harrison County
Project Number FBLD-9159-00(001) LPA /108419-811000
Neel Schaffer
2/12/2020

MDOT Process Item Description	No.	Estimated Hours							Total Hours
	Sheets	Senior Manager	Senior Planner	Engineer	Senior Technician	Environmental Scientist	Archaeologist	Clerical	
Publish Legal Notice of Availability in Local General Circulation Newspaper		6		24					30
Project Management		40							40
Total Hours		296	307	693	224	162	164	106	1952

Raw Labor Rates	\$77.00	\$55.00	\$47.00	\$45.00	\$35.00	\$29.50	\$25.00	
Labor Cost	\$22,792.00	\$16,885.00	\$32,571.00	\$10,080.00	\$5,670.00	\$4,838.00	\$2,650.00	\$95,486.00
Overhead	%	151.75%						\$144,900.01
Fixed Fee	%	12.00%						\$28,846.32
FCCM Overhead	%	0.140%						\$133.68

Direct Costs:	Qty.	Unit Price ¹	
Mileage	1050	\$0.575	\$603.75
Meals	6	\$46.00	\$276.00
Lodging	3	\$96.00	\$288.00
Postage			
Supplies			
Reproductions	1000	\$0.50	\$500.00
Other			

¹ See State Travel Handbook

Total Direct Costs: \$1,667.75

Total: \$271,033.76

Environmental Sheet

Interconnecting Gulfport BUILD Grant

Harrison County

Project Number FBLD-9159-00(001) LPA /108419-811000

Pickering Firm, Inc.

2/12/2020

MDOT Process Item Description	No.	Estimated Hours							
	Sheets	Principal	Project Manager	Senior Environmental Scientist	Environmental Scientist	Environmental Technician	Engineer Intern	Labor Classification	Total Hours
Environmental Assessment									
Hazardous Waste Sites		4	28	40	40	40	10		162
Environmental Document									
Public Involvement		40	40	40					120
Public Hearing		8	8	8					24
Total Hours		52	76	88	40	40	10	0	306

Raw Labor Rates
Labor Cost

\$60.00	\$57.00	\$44.00	\$32.00	\$27.50	\$30.00	\$0.00
\$3,120.00	\$4,332.00	\$3,872.00	\$1,280.00	\$1,100.00	\$300.00	\$0.00

Overhead % 207.29% \$29,028.89

Fixed Fee % 12.00% \$5,163.95

FCCM Overhead % 0.297% \$41.59

Direct Costs:	Qty.	Unit Price ¹	
Mileage	1050	\$0.575	\$603.75
Meals	3	\$46.00	\$138.00
Lodging	6	\$96.00	\$576.00
Postage			
Supplies			
Reproductions			
Radius Report	1	\$600.00	\$600.00

¹ See State Travel Handbook

Total Direct Costs: \$1,917.75

Total: \$50,156.18

2/12/2020

[illegible]

Environmental Sheet
Interconnecting Gulfport BUILD Grant
Harrison County
Project Number FBLD-9159-00(001) LPA /108419-811000
Headwaters
2/12/2020

MDOT Process Item Description	No.	Estimated Hours							
	Sheets	Principal	Project Manager	Asst. Project Manager	Environmental Coordinator	GIS Manager	Environmental Specialist	GIS Technician	Total Hours
Access to Developable Property and Support for Sustainable Development									
Chapter 3 - Alternatives									
Design Objectives and Criteria, No-Build and Build Alternatives									
Chapter 4 - Environmental Impacts									
Land Use and Soils			4				2		6
Social and Economic Impacts			4	4			1		9
Air Quality and Noise			1						1
Water Quality, Wetlands, Jurisdictional Waters, Water Resources, Floodplains		2	8			12	8		30
Wild and Scenic Streams, Coastal Zone and Coastal Barriers			2						2
Natural Resources and Threatened or Endangered Species		2	6			2	12		22
Archaeological and Historical Resources			1						1
Hazardous Materials			1						1
Visual and Aesthetic Impacts			1						1
Energy and Construction Impacts			1						1
Secondary and Cumulative Impacts, Short-Term Use vs Long-Term Productivity		2	8				6		16
Irreversible and Irretrievable Commitments of Resources		4	8				6		18
Summary of Impacts, Mitigation and Permits		8	16				12		36
Chapter 5 - Comments, Coordination and Public Involvement		8	2	4					14
Document Initial Public Meeting and Comments Received				4					4
Document Project Coordination with MDOT and FHWA				1					1
Document Solicitation of Views and Responses Received		1	1	8					10
References and Appendices			2	4					6
Prepare References and Appendices			3	8					11
Prepare Conceptual Drawing of Preferred Alternative						4			4
Prepare Preliminary Cost Estimate for Construction of Preferred Alternative				1					1
Present Preliminary Draft Environmental Assessment to Mayor and City Council									
Prepare Draft Resolution of Endorsement for Adoption by City Council				1					1
Present Draft Document, Preferred Alternative Plans and Cost Estimate to Council									
Submit Preliminary Draft Environmental Assessment to MDOT		2	2	8					12
Prepare Cover Letter and Transmit Preliminary Draft Document to MDOT									
Review and Address MDOT and FHWA Comments on Preliminary Draft		4	10	12					26
Transmit Revised Preliminary Draft Environmental Assessment to MDOT				2					2
Transmit Notification of MDOT and FHWA Approval of Draft Document to Gulfport									
Prepare Draft Final Environmental Assessment Submittal and Revision									

Environmental Sheet
Interconnecting Gulfport BUILD Grant
Harrison County
Project Number FBLD-9159-00(001) LPA /108419-811000
Headwaters
2/12/2020

MDOT Process Item Description	No.	Estimated Hours							Total Hours
	Sheets	Principal	Project Manager	Asst. Project Manager	Environmental Coordinator	GIS Manager	Environmental Specialist	GIS Technician	
Assemble, Print and Transmit Draft Final EA for MDOT Review and Approval		2	4	6					12
Review MDOT and FHWA Comments - Make Requested Changes to Draft Final EA		2	4	8					14
Submit Revised Final EA for Mississippi Transportation Commission Approval				2					2
Assemble Final Environmental Assessment/Finding of No Significant Impact									
Print Copies of Final EA/FONSI and Distribute to Agencies and Review Locations									
Publish Legal Notice of Availability in Local General Circulation Newspaper									
Total Hours		98	180	121	0	46	179	0	624

Raw Labor Rates	\$48.08	\$30.53	\$22.60	\$29.57	\$25.00	\$19.23	\$23.08	
Labor Cost	\$4,711.84	\$5,495.40	\$2,734.60	\$0.00	\$1,150.00	\$3,442.17	\$0.00	\$17,534.01

Overhead % 147.91% \$25,934.55

Fixed Fee % 12.00% \$5,216.23

FCCM Overhead % 0.000% \$0.00

Direct Costs:	Qty.	Unit Price ¹	
Mileage	2200	\$0.575	\$1,265.00
Meals	14	\$46.00	\$644.00
Lodging	8	\$96.00	\$768.00
Postage			
Supplies			
Reproductions			
Other			

¹ See State Travel Handbook

Total Direct Costs: \$2,677.00

Total: \$51,361.79

Air Quality Analysis

Interconnecting Gulfport BUILD Grant
Harrison County
Project Number FBLD-9159-00(001) LPA /108419-811000
Kimley Horn
2/12/2020

	No.	Estimated Hours							
MDOT Process Item Description	Sheets	Senior Planner / Air Quality Modeler	Senior Engineer	Planner	Engineer	Analyst	Clerical Support	Labor Classification	Total Hours
MSAT - Hot Spot Analysis									
Site Visit			16	16					32
Interagency Consultation		2	2	4			4		12
MSAT modeling/analysis		20	16	60		8			104
Air quality documentation		16	16	40		4			76
Quality control review		2	4	8			4		18
Total Hours		40	54	128	0	12	8	0	242

Raw Labor Rates	\$62.50	\$60.10	\$38.80	\$52.98	\$30.78	\$20.68			
Labor Cost	\$2,500.00	\$3,245.40	\$4,966.40	\$0.00	\$369.36	\$165.44	\$0.00		\$11,246.60

Overhead % 193.59% \$21,772.29

Fixed Fee % 12.00% \$3,962.27

FCCM Overhead % 0.69% \$77.60

Direct Costs:	Qty.	Unit Price ¹	
Mileage	1400	\$0.575	\$805.00
Meals	6	\$46.00	\$276.00
Lodging	6	\$96.00	\$576.00
Postage			
Supplies			
Reproductions			
Other			

¹ See State Travel Handbook

Total Direct Costs: \$1,657.00

Total: \$38,715.76

**Interconnecting Gulfport BUILD Grant
Harrison County
Project Number FBLD-9159-00(001) LPA /108419-811000
Neel Schaffer
2/12/2020**

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Roadway Sheet

Interconnecting Gulfport BUILD Grant
Harrison County
Project Number FBLD-9159-00(001) LPA /108419-811000
Neel Schaffer
2/12/2020

	No.	Estimated Hours							
MDOT Process Item Description	Sheets	Senior Manager	Senior Engineer	Engineer	Engineer Intern	Senior Technician	Technician	Clerical	Total Hours
Roadway South of I-10			8	8		16			32
Revise Plans per Field Review									
Submit Right of Way Plans									
Generate PDF Files For Plans & Cross Sections				1		1			2
Print and Distribute Plans			1			4		2	7
Utility Coordination									
Coordination Meeting			4	4					8
Print and Distribute Plans			1			4		2	7
Conduct Plan in Hand review		4		4	4				12
Prepare Utility Status Reports				8	24			1	33
Railroad Coordination									
Coordination Meeting			4	4					8
Print and Distribute Plans			1			4		2	7
Conduct Plan in Hand review		4		4	4				12
Prepare Railroad Permit Forms				8	8	2	40	1	59
Project Management		80							80
Total Hours		124	279	285	132	397	168	14	1399

Raw Labor Rates
Labor Cost

\$77.00	\$55.00	\$47.00	\$34.00	\$45.00	\$31.00	\$25.00	
\$9,548.00	\$15,345.00	\$13,395.00	\$4,488.00	\$17,865.00	\$5,208.00	\$350.00	\$66,199.00
				Overhead	%	151.75%	\$100,456.98
				Fixed Fee	%	12.00%	\$19,998.72
				FCCM Overhead	%	0.14%	\$92.68

Direct Costs:	Qty.	Unit Price ¹	
Mileage	0	\$0.575	\$0.00
Meals	0	\$46.00	\$0.00
Lodging	0	\$96.00	\$0.00
Postage			
Supplies			
Reproductions			
Other			

¹ See State Travel Handbook

Total Direct Costs: \$0.00

Total: \$186,747.38

Roadway Sheet

Interconnecting Gulfport BUILD Grant
Harrison County
Project Number FBLD-9159-00(001) LPA /108419-811000
Pickering Firm, Inc
2/12/2020

MDOT Process Item Description	No.	Estimated Hours							
	Sheets	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Labor Classification	Labor Classification	Total Hours
Roadway North of I-10									
Field Review									
Title Sheet					2				2
Detailed Index						2			2
Typical Sections				8	8	8			24
Summary of Quantities									
Create SQ Sheets					2	8			10
Select Appropriate Pay Items				4					4
Plan And Profile Sheets									
Create Sheets				40					40
Sheet Clean Up And Organization				10	40	40			90
Add Notes And Pipes In Profile View				8	16	16			40
Horizontal Alignment Design									
Mainline				24					24
Side Roads				24					24
NW Loop Ramp				24					24
Establish Pavement And Shoulder Edge				0		8			8
Vertical Alignment Design									
Mainline				24					24
Side Roads				24					24
NW Loop Ramp				24					24
Intersection Design									
Evaluate Sight Distance				16					16
Determine Turn Lane Configurations				24					24
Establish Turning Radii And Channelization				24					24
Drainage Design (D.A. < 1,000 ac)									
Calculate Drainage Area And Flow Rates For Drainage				40					40
Complete Hydraulic Culvert Data Form				16					16
Storm Drain Calculations				120					120
3D Model									
Create 3D Model For Mainline				24					24
Create 3D Model For Local Roads				24					24
Create 3D Model For NW Loop Ramp				24					24
Generate Proposed Cross Sections From Model				16					16
Determine Constructability Issues				16					16
Erosion Control Sheets									
Generate Plan View Sheets With Contours				0		8			8
Evaluate Need For Clean Water Diversion Ditches				8		0			8
Miscellaneous Sheets									
Special Design Sheets				8	8	8			24
Preliminary Permanent Striping				4	16	16			36
Preliminary Permanent Signing Plan				16	16	16			48
Traffic Signal Sheets									
Traffic Signal Plan				24	8				32
Traffic Signal Details				24	8				32
Traffic Control Plan									
Evaluate Construction Phasing				8	16				24
TCP Sheets				8	16				24
TCP Typical Sections				8	16				24
QA/QC Roadway Design			40						40
Project Management		120							120
Total Hours		120	40	666	172	130	0	0	1128

Raw Labor Rates
Labor Cost

\$65.00	\$65.00	\$50.00	\$40.00	\$35.00	\$0.00	\$0.00
\$7,800.00	\$2,600.00	\$33,300.00	\$6,880.00	\$4,550.00	\$0.00	\$0.00
				Overhead	%	207.29%
				Fixed Fee	%	12.00%
				FCCM Overhead	%	0.297%
						\$114,278.98
						\$20,329.08
						\$163.74

Direct Costs:	Qty.	Unit Price ¹
Mileage		\$0.575
Meals		\$46.00
Lodging		\$96.00

Roadway Sheet
Interconnecting Gulfport BUILD Grant
Harrison County
Project Number FBLD-9159-00(001) LPA /108419-811000
Pickering Firm, Inc
2/12/2020

	No.	Estimated Hours							
MDOT Process Item Description	Sheets	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Labor Classification	Labor Classification	Total Hours
Roadway North of I-10									

Postage
Supplies
Reproductions 2500 \$0.25 \$625.00
Other

¹ See State Travel Handbook

Total Direct Costs: \$625.00

Total: \$190,526.79

Bridge Sheet

Interconnecting Gulfport BUILD Grant
Harrison County
Project Number FBLD-9159-00(001) LPA /108419-811000
Neel Schaffer
2/12/2020

MDOT Process Item Description	No.	Estimated Hours							Total Hours
	Sheets	Engineer Manager	Engineer IV	Engineer III	Engineer II	Engineer Intern	Senior Technician		
Structure Selection Study		8	36		24				68
Preliminary Design Analysis		8	24	24	16				72
Constructibility Analysis		8	24						32
Bridge Plans									
Elevation	2		24		24				48
Foundation	2		24		24				48
Typical Section	2		24		24				48
QA/QC		4	8						12
Submit Field Review Plans									
2 Multi-Page PDF Files For Plans & Complete/Submit Phase B Checklist			4						4
Submit Opinion of Probable Cost			4						4
			16						16
Project Management		32							32
Total Hours		60	188	24	112	0	0	0	384

Raw Labor Rates
Labor Cost

\$70.35	\$64.50	\$49.00	\$40.25	\$30.30	\$32.00	\$0.00
\$4,221.00	\$12,126.00	\$1,176.00	\$4,508.00	\$0.00	\$0.00	\$0.00

Overhead % 151.75% \$33,432.04

Fixed Fee % 12.00% \$6,655.57

FCCM Overhead % 0.14% \$30.84

Direct Costs:	Qty.	Unit Price ¹
Mileage		\$0.575
Meals		\$46.00
Lodging		\$96.00
Postage		
Supplies		
Reproductions		
Other		

¹ See State Travel Handbook

Total Direct Costs: \$0.00

Total: \$62,149.45

Hydrology and Hydraulics Sheet

Interconnecting Gulfport BUILD Grant
Harrison County
Project Number FBLD-9159-00(001) LPA /108419-811000
Neel Schaffer
2/12/2020

MDOT Process Item Description	No.	Estimated Hours							Total Hours
	Sheets	Senior Manager	Senior Engineer	Engineer	Engineer Intern	Environmental Scientist	Clerical	Labor Classification	
Field Review									
Local No Rise H&H Analysis									
Survey / LiDAR Data Collection			1	1		6	6		14
Data Gap Analysis			2	2		10	8		22
Site Visit		1	2	0		8	8		19
Hydrology Model		1	4	10		70	2		87
Hydraulic Model		1	4	24		80	2		111
Report		2	8	12		30	6		58
QA/QC		4	4	2		2			12
Project Management		8							8
Total Hours		17	25	51	0	206	32	0	331

Raw Labor Rates	\$77.00	\$67.50	\$63.00	\$55.00	\$44.00	\$37.50	\$0.00
Labor Cost	\$1,309.00	\$1,687.50	\$3,213.00	\$0.00	\$9,064.00	\$1,200.00	\$0.00

Overhead % 151.75% \$24,998.54

Fixed Fee % 12.00% \$4,976.64

FCCM Overhead % 0.14% \$23.06

Direct Costs:	Qty.	Unit Price ¹	
Mileage	500	\$0.575	\$287.50
Meals		\$46.00	
Lodging		\$96.00	
Postage			
Supplies			
Reproductions	400	\$0.20	\$80.00
Other			

¹ See State Travel Handbook

Total Direct Costs: \$367.50

Total: \$46,839.24

Geotechnical Sheet

Interconnecting Gulfport BUILD Grant
Harrison County
Project Number FBLD-9159-00(001) LPA /108419-811000
Soil Tech
2/12/2020

MDOT Process Item Description	No.	Estimated Hours							
	Sheets	Engineer Manager	Senior Geologist	Lab Manager	Engineer Intern	Technician	CADD Technician	Clerical	Total Hours
Pre-Exploration									
Project setup		2						2	4
Predesign Meeting		8							8
Site Visits		24	24		24				72
Boring Layout		1	1		4		4		10
Surveyor Coordination		1	1		4				6
Field Work									
Utility Clearance			4		4				8
Contact Property Owners		2			4			4	10
Logging			16		80	16			112
Brush Clearing					24	24			48
Field Data Analysis & Lab Testing									
Soil Sample Analysis & Lab Assignment		6		80	40	4			130
Process Drilling & Lab Pay Items		4	2	8	8				22
Prepare Typed Logs		16	2	40	24			8	90
Finalize Data, Drawings and Reporting									
Develop Soil Profile Drawings		16		40	40		120		216
Prepare Draft Report		8	8	8	16		8	4	52
Finalize Report		4		4	4		4	4	20
Quality Control Review		16							16
Total Hours		108	58	180	276	44	136	22	824

Raw Labor Rates	\$72.30	\$50.97	\$39.08	\$29.10	\$23.00	\$15.30	\$15.30		
Labor Cost	\$7,808.40	\$2,956.26	\$7,034.40	\$8,031.60	\$1,012.00	\$2,080.80	\$336.60		\$29,260.06
Overhead						%	195.00%		\$57,057.12
Fixed Fee						%	12.00%		\$10,358.06
FCCM Overhead						%	0.23%		\$67.30

Direct Costs:	Qty.	Unit Price ¹	
Mileage		\$0.575	
Meals		\$46.00	
Lodging		\$96.00	
Postage			
Supplies	1	\$250.00	\$250.00
Reproductions	500	\$0.20	\$100.00
Drilling and Sampling		\$ 23,660.00	\$ 23,660.00
Laboratory Testing		\$ 46,100.00	\$ 46,100.00

¹ See State Travel Handbook

Total Direct Costs: \$70,110.00

Total: \$166,852.54

DRILLING AND SAMPLING FOR CENTERLINE PROFILES

	Est Quantity	Unit Rate	Subtotal
Mobilization/Demobilization of 3 man drill crew with equipment	1	\$ 2,000.00	\$ 2,000.00
Drilling/Sampling/Backfill Per Foot (70 borings @10' each)	700	\$ 18.00	\$ 12,600.00
Drilling/Sampling/Backfill/Foot (8 borings @25' each) near I-10	200	\$ 16.00	\$ 3,200.00
Crew Standby/Rig Moving Per Hour	16	\$ 210.00	\$ 3,360.00
Dozer/backhoe Rental	1	LS	\$ 2,500.00
Total Drilling and Sampling Cost			\$ 23,660.00

LABORATORY TESTING

	Est Quantity	Unit Rate	Subtotal
Moisture Content	450	\$ 10.00	\$ 4,500.00
Atterberg Limits	200	\$ 85.00	\$ 17,000.00
Shrinkage Limits	35	\$ 80.00	\$ 2,800.00
Sieves (+#200)	200	\$ 90.00	\$ 18,000.00
pH	20	\$ 50.00	\$ 1,000.00

Soluble Sulfate	20	\$	80.00	\$	1,600.00
Soil Resistivity	20	\$	60.00	\$	1,200.00
Total Laboratory Testing Cost				\$	46,100.00

Survey Sheet

Interconnecting Gulfport BUILD Grant
Harrison County
Project Number FBLD-9159-00(001) LPA /108419-811000
Machado Patano
2/12/2020

MDOT Process Item Description	No.	Estimated Hours							
	Sheets	Survey Manager	Professional Land Surveyor	Survey Draft	Admin	3 Person Survey Crew	Crew Chief	2 Person Survey Crew	Total Hours
Gather Property Owner Information from Tax Records; Prepare & Send Out Right of Entry Notification Letters (x Properties)		4	24	16	24				68
Property Owner Interview & Questionnaire (x Properties)			24		60				84
Establish/Verify the Primary Horizontal & Vertical Control		16		8			24	24	72
Establish Secondary Control Points as a Supplement to the Primary Control		8		4			12	12	36
Establish and Verify Approx. x TBM's (Temporary Benchmarks)		20		12		60	60		152
Perform Topographic Survey of Main Line (x LF @ y' Intervals)		20	40	16		120	120		316
Layout and Perform Cross Sections of Main Line (x LF @ y' Intervals)		20		20		80	80		200
Perform Topographic Survey of Intersecting Streets (x side roads - y LF @ z' Intervals)		10	20	10		40	40		120
Layout and Perform Cross Sections of Main Line (x side roads - y LF @ z' Intervals)		10		10		40	40		100
Traverse, Profile, & Section Major Drainage Channels (x Locations - y within Floodway Limits)		10		10		60	60		140
Utility Mapping - Locate Underground Utilities per MS. One Call System/Compiling Utility Drawings from Owners - Municipalities		12	12	30	8		30	60	152
Develop Digital Terrain Model		12		40					52
Generate Finalized Existing Conditions Drawing		20	60	80					160
Quality Control		40	20	40			20		120
Total Hours		202	200	296	92	400	486	96	1772

Raw Labor Rates	\$48.08	\$24.04	\$22.50	\$20.00	\$39.50	\$25.00	\$33.00	
Labor Cost	\$9,712.16	\$4,808.00	\$6,660.00	\$1,840.00	\$15,800.00	\$12,150.00	\$3,168.00	\$54,138.16

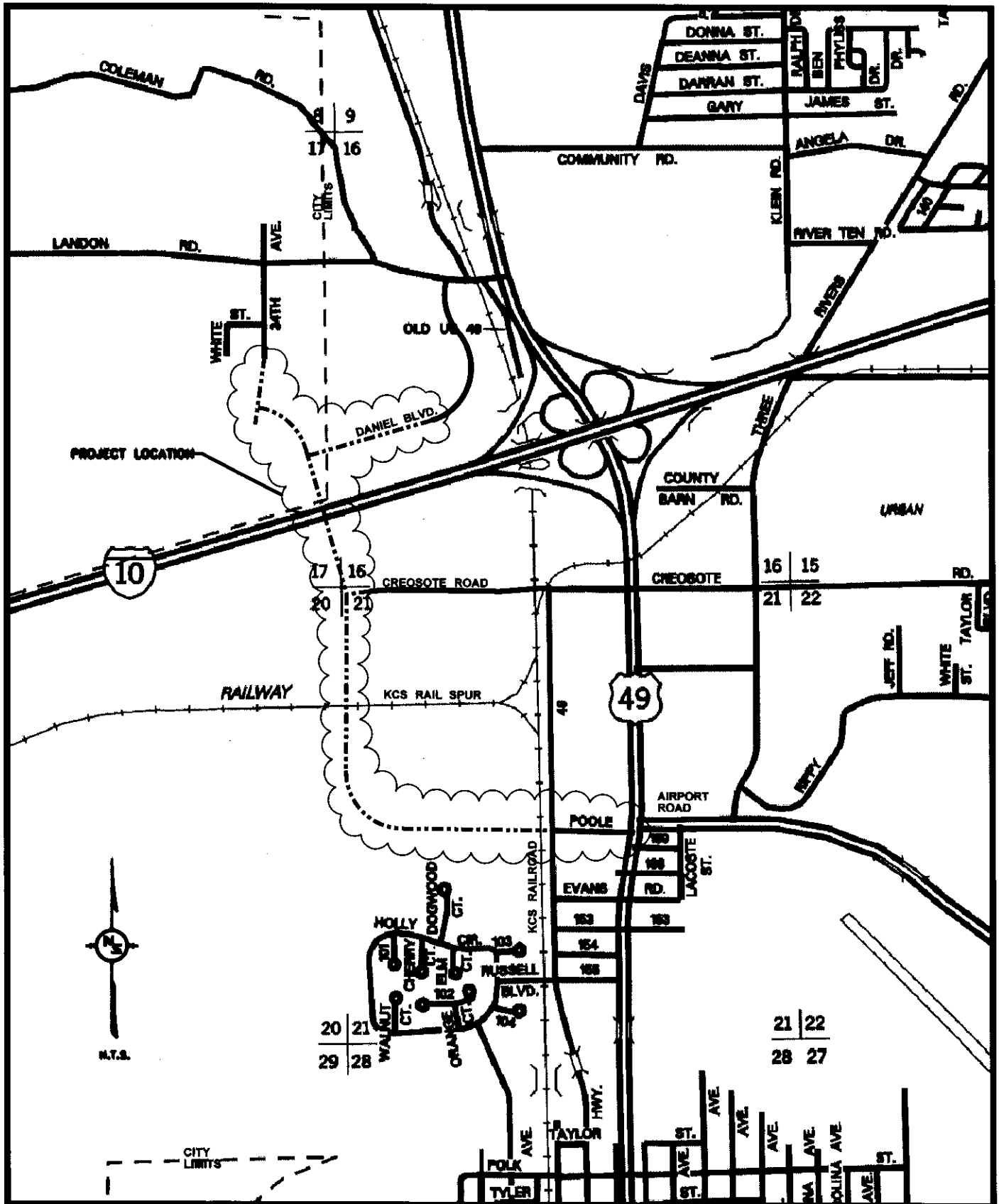
Overhead	%	116.27%	\$62,946.44
Fixed Fee	%	12.00%	\$14,050.15
FCCM Overhead	%	0.00%	\$0.00

Direct Costs:	Qty.	Unit Price ¹
Mileage		\$0.575
Meals		\$46.00
Lodging		\$96.00
Postage		
Stakes, Hubs, Pins and		
Flagging	750	\$2.00
Reproductions		\$1,500.00
Other		

¹ See State Travel Handbook

Total Direct Costs: \$1,500.00

Total: \$132,634.75





OFFICE OF MAYOR

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5700
Fax: 228-868-5800

City Hall
2309 15th Street
Gulfport, MS 39501

March 16, 2020

Steve Twedt Vice President
Neel-Schaffer, Inc.
772 Howard Avenue
Biloxi, MS 39530
Phone: (228) 374-1211
Fax: (228) 374-1216

**RE: BUILD Grant - Interconnecting Gulfport
New Construction Airport Road Extension & I10 Overpass
FBLD-9159-00(001) LPA 108419/801000
Notice to Proceed**

Dear Mr. Twedt:

You are hereby notified to commence WORK immediately in accordance with the Engineering Agreement dated March 16, 2020.

Sincerely yours,



Billy Hewes, Mayor
City of Gulfport

cc: Jeff Bruni, City Attorney
Wayne Miller, Director of Public Works