



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Wednesday, July 29, 2020

11:30 AM

*Gulfport City Hall
Council Chambers*

11:30 A.M.

Declaration of Special Call Meeting

Policy Issues

- 1** Ordinance - designating new polling place for Precinct 3B in the City of Gulfport, Mississippi, and for related purposes.
- 2** Resolution - approving Change Order #3 to Contract with Gulf Breeze Landscaping, LLC, for Downtown Streetscape Improvements Project Phase III, authorizing the Mayor to execute Change Order #3, and for related purposes.
- 3** Resolution - approving Change Order #1 to Contract with F&F Construction, Inc., for Downtown Streetscape Improvements Project - Phase III-B, authorizing the Mayor to execute Change Order #1, authorizing payment of the Final Pay Application on this project, and for related purposes.

Setting of Next Meeting and Adjournment

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 DESIGNATE NEW POLLING PLACE FOR PRECINCT 3B IN
THE CITY OF GULFPORT, MISSISSIPPI, AND
FOR RELATED PURPOSES**

WHEREAS, on October 18, 2011, the Gulfport City Council adopted an ordinance, Ordinance No. 2732, in which, among other things, polling places were designated for the various voting precincts found in the City of Gulfport; and

WHEREAS, in Ordinance No. 2732, the polling place for Precinct 3B was designated as the Shiloh Missionary Baptist Church located at 1816 Martin Luther King Jr. Boulevard, within the city limits of the City of Gulfport and within Ward 3 of the City of Gulfport; and

WHEREAS, after the call for an August 4, 2020, Special Election was made by the Governing Authority of the City of Gulfport in connection with the Mississippi Power Company Franchise Ordinance, it was determined that Shiloh Missionary Baptist Church is no longer operating and that a new polling place for Precinct 3B must be designated; and

WHEREAS, to improve and facilitate the ability of registered voters in Precinct 3B to cast their ballots in the aforementioned special election, it is necessary to designate a new polling place for Precinct 3B at the Isiah Fredericks Community Center located at 3312 Martin Luther King Jr. Boulevard, which is located within the City limits of Gulfport and within Ward 3 of the City of Gulfport and which is also the polling place for Precinct 3A; and

WHEREAS, separate and distinct polling places shall be established for each precinct at the Isiah Fredericks Community Center, effectively creating separate polling places at the single location.

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

SECTION 1. That the matters and things set forth in the Preamble are hereby accepted as stated as the findings of the Gulfport City Council.

SECTION 2. That the polling places for Precinct 3A and 3B shall be separate and distinct, but both shall be designated as the Isiah Fredericks Community Center, 3312 Martin Luther King Jr. Boulevard, and no other portion of Ordinance No. 2732 shall be effected hereby.

SECTION 3. That this ordinance shall be in full force and effect thirty (30) days after the date of passage, except where it should pass unanimously in which case, for the safety and benefit of the City, it shall go into effect immediately. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

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

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

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 CHANGE ORDER #3 TO CONTRACT WITH GULF BREEZE
LANDSCAPING, LLC, FOR THE DOWNTOWN STREETScape IMPROVEMENTS
PROJECT – PHASE III PROJECT, TO AUTHORIZE THE MAYOR TO EXECUTE
CHANGE ORDER #3, AND FOR RELATED PURPOSES**

WHEREAS, Gulf Breeze Landscaping, LLC was awarded the contract for a project for demolition of existing pavements, construction of new sidewalks, new street lighting, irrigation and landscaping in the area of 15th Street south to Highway 90 between 20th Avenue, near the Aquarium site; and

WHEREAS, certain and various changes to the contract as more fully set forth in the attached Change Order #3 (which is attached hereto as a part of Exhibit “A”), resulting in an DECREASE in project costs (\$44,513.00), and an increase in project time (384 days), as more fully described in proposed Change Order #3; and

WHEREAS, approval of Change Order #3 is in the best interest of the City of Gulfport.

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

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

SECTION 2. That Change Order #3 to the City’s contract with Gulf Breeze Landscaping, LLC be and it is hereby approved in the form as is found in Exhibit “A” to this

resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That the proposed changes to the contract are necessary and/or incidental to the completion of the work as originally bid, are not outside the scope of the original contract, are commercially reasonable and not made to circumvent the public purchasing statutes.

SECTION 5. That the DECREASE in project costs and INCREASE in contract time are 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

CHANGE ORDER

NO: 3

PROJECT: DOWNTOWN STREETScape, PHASE III DATE OF ISSUANCE: 7/27/2020

OWNER: CITY OF GULFPORT
P.O. BOX 1780
GULFPORT, MS 39502 OWNER'S PROJECT # N/A

CONTRACTOR: GULF BREEZE LANDSCAPING, LLC ENGINEER: CITY OF GULFPORT DEPARTMENT OF ENGINEERING
P.O. BOX 347 4050 HEWES AVENUE
GAUTIER, MS 39553 GULFPORT, MS 39507

CONTRACT FOR ENTIRE PROJECT

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

This change order has been prepared to deduct the following items and add 384 days to the contract. The adjustment of items allows another contractor to complete part of the remaining work to expedite construction. The addition of days is necessary to bring contract time current and provide sufficient time to have "wayfinding signs" fabricated and installed. This change order will extend the contract time to October 19, 2020.

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
ADD THE FOLLOWING ITEMS TO THE CONTRACT:					
02519-A	CONCRETE PAVERS	(125)	SY	\$140.00	(\$17,500.00)
02520-A	NON-REINFORCED CONCRETE PAVEMENT, 7" THICK	(325)	SY	\$49.00	(\$15,925.00)
02522-A	CONCRETE SIDEWALK	(252)	SY	\$44.00	(\$11,088.00)
TOTAL CHANGE IN CONTRACT PRICE					(\$44,513.00)

<u>CHANGE IN CONTRACT PRICE</u>	<u>CHANGE IN CONTRACT TIME</u>
Original Contract Price \$1,284,924.71	Original Contract Time (DAYS) 170
Previous Change Orders \$216,361.00	Net Change from Previous Change Orders (DAYS) 278
Contract Price Prior to This Change Order \$1,501,285.71	Contract Time Prior to This Change Order (DAYS) 448
Net Increase/(Decrease) of This Change Order (\$44,513.00)	Net Increase/Decrease of This Change Order (DAYS) 384
Contract Price with All Approved Change Orders \$1,456,772.71	Contract Time with All Approved Change Orders (DAYS) 832

RECOMMENDED:
GULFPORT DEPARTMENT OF ENGINEERING

APPROVED:
OWNER

APPROVED:
CONTRACTOR

BY: _____
ROBERT K. RIEMANN, P.E.

BY: _____
CITY OF GULFPORT

BY: _____
GULF BREEZE LANDSCAPING, LLC

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 F&F CONSTRUCTION,
INC., FOR THE DOWNTOWN STREETScape IMPROVEMENTS – PHASE III-B
PROJECT, TO AUTHORIZE THE MAYOR TO EXECUTE CHANGE ORDER #1, TO
AUTHORIZE PAYMENT OF THE FINAL PAY APPLICATION ON THIS PROJECT,
AND FOR RELATED PURPOSES**

WHEREAS, F&F Construction, Inc. was awarded the contract for a project for demolition of existing pavements, construction of new sidewalks, new street lighting, irrigation and landscaping in the area of 14th Street south to Highway 90 between 21st Avenue to 23rd Avenue, near the Aquarium site; and

WHEREAS, certain and various changes to the contract as more fully set forth in the attached Change Order #1 (which is attached hereto as a part of Exhibit “A”), resulting in a DECREASE in project costs (\$24,741.90), and an INCREASE in project time (25 days), as more fully described in the memorandum from the City Engineer, Kris Riemann, P.E. (attached as part of Exhibit “A”); and

WHEREAS, the Project Engineer, Brown, Mitchell & Alexander, Inc., the City Engineer, and the Purchasing Manager have recommended approval of Change Order #1; and

WHEREAS, the Gulfport City Council, on September 3, 2019, approved and authorized execution of a Certificate of Substantial Completion with respect to the Streetscape III-B project and the same was executed by the Mayor on or about September 4, 2019; 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 F&F Construction, Inc. be and it is hereby approved in the form as is found in Exhibit "A" to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That the final Pay Application (Invoice No. 5), which is attached hereto as Exhibit "B", be and the same is hereby authorized to be paid and that a special check is authorized for the payment of the same.

SECTION 4. 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 DECREASE in project costs and an INCREASE in project time are reasonable in light of all relevant facts and circumstances.

SECTION 6. 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

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: 11/8/19
Re: Change Order Number 1 (Summary)
- Downtown Streetscape Improvements, Phase 3-B

Attached for your consideration is the referenced summary change order number 1 , in the deductive amount of \$24,741.90 and additive 25 calendar days of time. This change is necessary to reflect actual quantities and time used during the construction of the project.

The project includes demolition of existing pavements, construction of new sidewalks, new street lighting, irrigation and landscaping in the area of 14th Street south to Highway 90 between 21st Avenue to 23rd Avenue near the Aquarium Site.

The project is funded 100% by Community Development Block Grant funding.

I recommend approval.

Please place this item on the November 19, 2019 Council Agenda.

Attachments: 1. Kevin Mullen Letter Dated 10/29/19
2. Change Order No. 1 (Summary)

October 29, 2019

796 Vieux Marche, 2nd Floor
Biloxi, MS 39530
228-436-7612

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

3103 Pascagoula Street
Pascagoula, MS 39567
228-436-7612

www.bmaengineers.com

**RE: Downtown Streetscape Improvements, Phase III-B
Gulfport, Mississippi**

Dear Mr. Riemann:

F&F Construction, Inc. has completed the above referenced project. We have prepared and enclosed several final documents for your review and approval:

1. One (1) Final Pay Application No. 5, and
2. Three (3) original Summary Change Orders to reflect actual quantities used on the project.

Also enclosed for your records are the following close-out documents as required by the General Conditions of the contract documents:

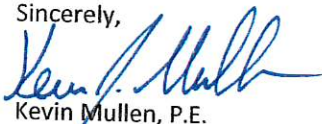
- ☐ Certificate of Insurance reflecting Completed Operations Coverage,
- ☐ Contractor's Affidavit of Payment of Debts and Claims,
- ☐ Contractor's Affidavit of Release of Liens, and
- ☐ Consent of Surety Company to Final Payment.
- ☐ Record Drawings

Therefore, subject to review by the appropriate City official of the enclosed documents, we recommend final payment to the Contractor for the total amount due this application of \$76,023.54.

Please place the Pay Application and Summary Change Order on the next available Council agenda for approval of payment to the Contractor. Please have two fully executed originals of the summary change returned to our office for further distribution.

If you should have any questions, please do not hesitate to contact me at 864-7612.

Sincerely,


Kevin Mullen, P.E.
Project Engineer

Enclosures

P:\3544-Streetscape III-B\X3\Final Pay App tmsml ltr.docx



CHANGE ORDER

NO: 1 (SUMMARY)

PROJECT:	DOWNTOWN STREETScape, PHASE III-B	DATE OF ISSUANCE:	9/5/2019
OWNER:	CITY OF GULFPORT P.O. BOX 1780 GULFPORT, MS 39502	OWNER'S PROJECT #	PO# 203835
CONTRACTOR:	F&F CONSTRUCTION, INC. 21525 BLACKWELL FARM ROAD SAUCIER, MS 39574	ENGINEER:	BROWN, MITCHELL & ALEXANDER, INC. 401 COWAN ROAD, SUITE A GULFPORT, MS 39507
CONTRACT FOR ENTIRE PROJECT		ENGINEER'S PROJECT #	17-3544D

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

This change order has been prepared to reflect actual quantities and time used during the construction of the project.

TOTAL CHANGE IN CONTRACT PRICE

(\$24,741.90)

<u>CHANGE IN CONTRACT PRICE</u>	<u>CHANGE IN CONTRACT TIME</u>
Original Contract Price \$370,110.12	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 \$370,110.12	Contract Time Prior to This Change Order (DAYS) 90
Net Increase/(Decrease) of This Change Order (\$24,741.90)	Net Increase/Decrease of This Change Order (DAYS) 25
Contract Price with All Approved Change Orders \$345,368.21	Contract Time with All Approved Change Orders (DAYS) 115

RECOMMENDED:
BROWN, MITCHELL & ALEXANDER, INC.

APPROVED:
OWNER

APPROVED:
CONTRACTOR

BY:



BY: _____
CITY OF GULFPORT

BY: 
F&F CONSTRUCTION, INC.

CHANGE ORDER

NO: 1 (SUMMARY)

PROJECT:	DOWNTOWN STREETScape, PHASE III-B	DATE OF ISSUANCE:	9/5/2019
OWNER:	CITY OF GULFPORT P.O. BOX 1780 GULFPORT, MS 39502	OWNER'S PROJECT #	PO# 203835
CONTRACTOR:	F&F CONSTRUCTION, INC. 21525 BLACKWELL FARM ROAD SAUCIER, MS 39574	ENGINEER:	BROWN, MITCHELL & ALEXANDER, INC. 401 COWAN ROAD, SUITE A GULFPORT, MS 39507
CONTRACT FOR ENTIRE PROJECT		ENGINEER'S PROJECT #	17-3544D

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

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
<u>ADD THE FOLLOWING ITEMS TO THE CONTRACT:</u>					
02050-B	REMOVAL OF MISCELLANEOUS CONCRETE STRUCTURES	15	CY	\$100.00	\$1,500.00
02050-C	REMOVAL OF OBSTRUCTIONS	15	CY(LVM)	\$100.00	\$1,500.00
02512-A	ASPHALT REPAIR (3")	123	SY	\$100.00	\$12,300.00
02521-A	FREE STANDING HEADER CURB	301	LF	\$14.40	\$4,334.40
02522-C	DETECTABLE/TACTILE WARNING SURFACE TILES (SURFACE APPLIED)	15	SF	\$22.50	\$337.50
32 93 00-J	TOPSOIL (BED AREAS)	14	CY	\$42.00	\$588.00
	NET INCREASE IN CONTRACT				\$20,559.90
<u>DEDUCT THE FOLLOWING ITEMS FROM THE CONTRACT:</u>					
02050-A	REMOVAL OF PAVEMENT (ALL TYPES & SIZES)	-100	SY	\$5.00	(\$500.00)
02050-D	REMOVAL OF CURBS AND/OR GUTTERS	-20	LF(FM)	\$10.00	(\$200.00)
02227-A	CLEAN SAND	-73	CY(FM)	\$30.00	(\$2,190.00)
02227-B	SANDY CLAY	-50	CY(FM)	\$30.00	(\$1,500.00)
02234-A	NO. 610 LIMESTONE BASE COURSE (ALL	-2	CY	\$127.00	(\$254.00)
02295-C	INLET PROTECTION	-2	EA	\$150.00	(\$300.00)
02519-A	CONCRETE PAVERS	-13.57	SY	\$180.00	(\$2,442.60)
02520-A	NON-REINFORCED CONCRETE PAVEMENT, 7"	-3.93	SY	\$64.80	(\$254.66)
02522-A	CONCRETE SIDEWALK	-124.47	SY	\$54.00	(\$6,721.38)
02522-B	CONCRETE RIBBON (12" WIDE)	-88	LF	\$14.40	(\$1,267.20)
02523-D	ADJUSTMENT OF INLET GRATES	-2	EA	\$200.00	(\$400.00)
32 93 00-H	BED PREPARATION MATERIAL	-18	CY	\$66.00	(\$1,188.00)
32 93 00-I	PINE STRAW	-6	SF	\$0.66	(\$3.96)
<u>DELETE THE FOLLOWING ITEMS FROM THE CONTRACT:</u>					
02050-F	REMOVAL OF EXISTING STRIPING	-90	LF	\$4.00	(\$360.00)
02221-A	SELECT BEDDING MATERIAL	-50	CY(FM)	\$127.00	(\$6,350.00)
02221-B	SELECT FOUNDATION MATERIAL	-50	CY(FM)	\$127.00	(\$6,350.00)
02234-B	STONE CONSTRUCTION ENTRANCE	-120	SY	\$26.00	(\$3,120.00)
02295-A	SILT FENCE	-500	LF	\$4.25	(\$2,125.00)
02295-B	STRAW WATTLES	-200	LF	\$5.25	(\$1,050.00)
02842-A	THERMOPLASTIC DETAIL (WHITE) (4")	-1,700	LF	\$2.00	(\$3,400.00)
02842-B	THERMOPLASTIC LEGEND (WHITE) (120 MIL)	-470	SF	\$7.50	(\$3,525.00)
02842-C	THERMOPLASTIC DETAIL (YELLOW) (4")	-900	SF	\$2.00	(\$1,800.00)
	NET DECREASE IN CONTRACT				(\$45,301.80)
TOTAL CHANGE IN CONTRACT					(\$24,741.90)

INVOICE REVIEW CHECKLIST

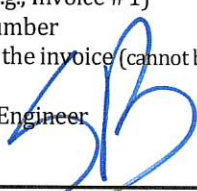
Project Name: Downtown Streetscape Improvements Project - Phase IIIB Date: 10/30/2019

PO #: 203835 Invoice #: 5 (final)

Available Funds: \$100,765.44 Funding Source: MDA

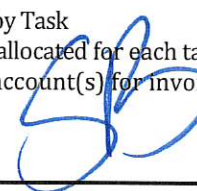
☒ **Project Engineer has provided a Cover Letter that includes the following:**

- ☒ Submitted on Engineering Firm's letterhead
- ☒ Addressed to the City Engineer
- ☒ Project title is in the subjectline
- ☒ Date of the invoice
- ☒ Invoice number (e.g., Invoice # 1)
- ☒ Purchase Order number
- ☒ Dates of service of the invoice (cannot begin prior to contract execution or after contract termination)
- ☒ Invoice amount
- ☒ Signed by Project Engineer

Engineering Executive Secretary:  Budget Analyst: _____

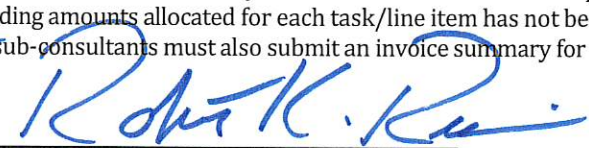
☐ **Project Engineer/Contractor has provided an Invoice that includes the following:**

- ☒ Submitted on Engineering Firm's letterhead
- ☒ Includes remittance address
- ☒ Date of the invoice
- ☒ Invoice number (e.g., Invoice # 1)
- ☒ Purchase Order number
- ☒ Dates of service of the invoice
- ☒ Project title
- ☒ Amount invoiced by Task
- ☐ Funding amounts allocated for each task/line item has not been overspent
- ☐ Includes funding account(s) for invoice payments

Engineering Executive Secretary:  Budget Analyst: _____

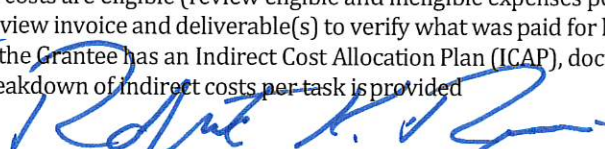
☒ **Project Engineer/Contractor has provided an Invoice Summary which summarizes all work completed per task during the dates of service of the invoice.**

- ☒ Invoice and invoice summary must be consistent with the Scope of Work and Project Timeline
- ☒ Funding amounts allocated for each task/line item has not been overspent; if so justification is submitted
- ☐ All sub-consultants must also submit an invoice summary for work completed

DOE Representative: 

☒ **Project Engineer has provided Documentation of Expenditures (receipts, staff timesheets, cancelled checks to consultant, consultant invoices, etc.)**

- ☒ All costs are eligible (review eligible and ineligible expenses per the Contract)
- ☒ Review invoice and deliverable(s) to verify what was paid for has been obtained
- ☒ If the Grantee has an Indirect Cost Allocation Plan (ICAP), documentation of the approved percentage and breakdown of indirect costs per task is provided

DOE Representative: 



**BROWN, MITCHELL
& ALEXANDER, INC.**

CONSULTING ENGINEERS

10/30
RECEIVED
401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612

October 29, 2019

796 Vieux Marche, 2nd Floor
Biloxi, MS 39530
228-436-7612

3103 Pascagoula Street
Pascagoula, MS 39567
228-436-7612

www.bmaengineers.com

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

**RE: Downtown Streetscape Improvements, Phase III-B
Gulfport, Mississippi**

Dear Mr. Riemann:

F&F Construction, Inc. has completed the above referenced project. We have prepared and enclosed several final documents for your review and approval:

1. One (1) Final Pay Application No. 5, and
2. Three (3) original Summary Change Orders to reflect actual quantities used on the project.

Also enclosed for your records are the following close-out documents as required by the General Conditions of the contract documents:

- ☐ Certificate of Insurance reflecting Completed Operations Coverage,
- ☐ Contractor's Affidavit of Payment of Debts and Claims,
- ☐ Contractor's Affidavit of Release of Liens, and
- ☐ Consent of Surety Company to Final Payment.
- ☐ Record Drawings

Therefore, subject to review by the appropriate City official of the enclosed documents, we recommend final payment to the Contractor for the total amount due this application of \$76,023.54.

Please place the Pay Application and Summary Change Order on the next available Council agenda for approval of payment to the Contractor. Please have two fully executed originals of the summary change returned to our office for further distribution.

If you should have any questions, please do not hesitate to contact me at 864-7612.

Sincerely,

Kevin Mullen, P.E.
Project Engineer

Enclosures

P:\3544-Streetscape III-B\X3\Final Pay App trmsml ltr.docx



APPLICATION FOR PAYMENT NUMBER: 5 (FINAL)

PROJECT: Downtown Streetscape Improvements, Phase III-B
 CONTRACTOR: F&F CONSTRUCTION, INC.
 ENGINEER PROJECT #: 17-3544D
 PURCHASE ORDER NO. 203835

SEE WORKSHEET (ATTACHMENT A)..... CHANGE ORDER NO. 1 (SUMMARY)	TOTAL CONTRACT COST	EARNED THIS PERIOD	EARNED TO DATE	PERCENT COMPLETE
Additive Deductive	\$370,110.12 \$20,559.90 (\$45,301.80)	\$69,117.26 \$0.00 \$0.00	\$345,368.22 \$0.00 \$0.00	
TOTALS:	\$345,368.22	\$69,117.26	\$345,368.22	100.00%

WORK PERIOD ENDING..... 8/30/2019
 APPLICATION DATED..... 9/5/2019
 CALENDAR DAYS THIS PERIOD..... 0
 CALENDAR DAYS TO DATE..... 115 *
 CONTRACT TIME..... 115
 NOTICE TO PROCEED DATE..... March 18, 2019
 SUBSTANTIAL COMPLETION DATE..... July 11, 2019
 *Corrected in accordance with Substantial Completion.

AMOUNT EARNED ON CONTRACT TO DATE..... \$ 345,368.22
 MATERIALS STORED AT CLOSE OF THIS PERIOD (ATTACH. B).. \$ 0.00
 GROSS AMOUNT DUE..... \$ 345,368.22
 0% RETAINAGE..... \$ 0.00
 AMOUNT DUE TO DATE..... \$ 345,368.22
 LESS PREVIOUS PAYMENTS..... \$ (269,344.68)
AMOUNT DUE THIS APPLICATION..... \$ 76,023.54

Contractor's Certification: The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 0 through 4, inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment, free and clear of all liens, claims, security interests, and encumbrances (except such as covered by Bond acceptable to OWNER).

ACCEPTED:
 F&F CONSTRUCTION, INC.

BY: [Signature] DATED: 9/6/2019

PAYMENT OF THE AMOUNT DUE THIS APPLICATION IS RECOMMENDED.
 BROWN, MITCHELL & ALEXANDER, INC.

BY: [Signature] DATED: 10/28/2019

*NOTE: An on-site observation of the work has been performed, and to the best of my knowledge and information, the work approved for payment has been performed in general compliance with the plans and specifications.

OK to pay
RKA
10-30-19

APPLICATION FOR PAYMENT NUMBER.....5 (FINAL)

Downtown Streetscape Improvements, Phase III-B
City of Gulfport, MSWORKSHEET
ATTACHMENT A
17-3544D

PAY ITEM NUMBER	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT QUANTITY	CONTRACT UNIT COST	CONTRACT COST	QUANTITIES		EARNED CURRENT	TO DATE	ITEM % COMP.
						PREV	CURR			
BASE BID:										
01505-A	MOBILIZATION	LS	1	\$19,425.00	\$19,425.00	0.952664	0.047336	919.50	19,425.00	100.00%
01505-B	PRE-CONSTRUCTION VIDEO	LS	1	\$480.00	\$480.00	1	0	0.00	480.00	100.00%
01505-C	POST-CONSTRUCTION VIDEO	LS	1	\$480.00	\$480.00	0	1	480.00	480.00	100.00%
01720-A	CONSTRUCTION LAYOUT	LS	1	\$12,000.00	\$12,000.00	0.9	0.1	1,200.00	12,000.00	100.00%
02050-A	REMOVAL OF PAVEMENT (ALL TYPES & SIZES)	SY	1,400	\$5.00	\$7,000.00	1300	0	0.00	6,500.00	92.86%
02050-B	REMOVAL OF MISCELLANEOUS CONCRETE STRUCTURES	CY	20	\$100.00	\$2,000.00	35	0	0.00	3,500.00	175.00%
02050-C	REMOVAL OF OBSTRUCTIONS	CY (LVM)	20	\$100.00	\$2,000.00	35	0	0.00	3,500.00	175.00%
02050-D	REMOVAL OF CURBS AND/OR GUTTERS	LF (FM)	220	\$10.00	\$2,200.00	200	0	0.00	2,000.00	90.91%
02050-E	REMOVAL OF TREES	EA	25	\$250.00	\$6,250.00	25	0	0.00	6,250.00	100.00%
02050-F	REMOVAL OF EXISTING STRIPING	LF	90	\$4.00	\$360.00	0	0	0.00	0.00	0.00%
02051-A	SAWCUTTING OF PAVED SURFACES (ALL DEPTHS)	LF	335	\$10.00	\$3,350.00	335	0	0.00	3,350.00	100.00%
02221-A	SELECT BEDDING MATERIAL	CY (FM)	50	\$127.00	\$6,350.00	0	0	0.00	0.00	0.00%
02221-B	SELECT FOUNDATION MATERIAL	CY (FM)	50	\$127.00	\$6,350.00	0	0	0.00	0.00	0.00%
02227-A	CLEAN SAND	CY (FM)	100	\$30.00	\$3,000.00	0	27	810.00	810.00	27.00%
02227-B	SANDY CLAY	CY (FM)	100	\$30.00	\$3,000.00	50	0	0.00	1,500.00	50.00%
02234-A	NO. 610 LIMESTONE BASE COURSE (ALL THICKNESSES)	CY	50	\$127.00	\$6,350.00	28	20	2,540.00	6,096.00	96.00%
02234-B	STONE CONSTRUCTION ENTRANCE	SY	120	\$26.00	\$3,120.00	0	0	0.00	0.00	0.00%

APPLICATION FOR PAYMENT NUMBER.....5 (FINAL)

Downtown Streetscape Improvements, Phase III-B
City of Gulfport, MSWORKSHEET
ATTACHMENT A
17-3544D

PAY ITEM NUMBER	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT QUANTITY	CONTRACT UNIT COST	CONTRACT COST	QUANTITIES			EARNED		ITEM % COMP.
						PREV	CURR	TOTAL	CURRENT	TO DATE	
02295-A	SILT FENCE	LF	500	\$4.25	\$2,125.00	0	0	0	0.00	0.00	0.00%
02295-B	STRAW WATTLES	LF	200	\$5.25	\$1,050.00	0	0	0	0.00	0.00	0.00%
02295-C	INLET PROTECTION	EA	10	\$150.00	\$1,500.00	8	0	8	0.00	1,200.00	80.00%
02512-A	ASPHALT REPAIR (3")	SY	20	\$100.00	\$2,000.00	143	0	143	0.00	14,300.00	715.00%
02519-A	CONCRETE PAVERS	SY	130	\$180.00	\$23,400.00	110	6.43	116.43	1,157.40	20,957.40	89.56%
02520-A	NON-REINFORCED CONCRETE PAVEMENT, 7" THICK	SY	115	\$64.80	\$7,452.00	100	11.07	111.07	717.34	7,197.34	96.58%
02521-A	FREE STANDING HEADER CURB	LF	715	\$14.40	\$10,296.00	912	104	1016	1,497.60	14,630.40	142.10%
02521-B	CONCRETE FLUME & GRATE	LF	12	\$200.00	\$2,400.00	12	0	12	0.00	2,400.00	100.00%
02522-A	CONCRETE SIDEWALK	SY	895	\$54.00	\$48,330.00	729	41.53	770.53	2,242.62	41,608.62	86.09%
02522-B	CONCRETE RIBBON (12" WIDE)	LF	1,060	\$14.40	\$15,264.00	935	37	972	532.80	13,996.80	91.70%
02522-C	DETECTABLE / TACTILE WARNING SURFACE TILES (SURFACE APPLIED)	SF	95	\$22.50	\$2,137.50	110	0	110	0.00	2,475.00	115.79%
02523-A	ADJUSTMENT OF MANHOLE CASTINGS	EA	2	\$200.00	\$400.00	2	0	2	0.00	400.00	100.00%
02523-B	ADJUSTMENT OF VALVE BOXES	EA	2	\$200.00	\$400.00	2	0	2	0.00	400.00	100.00%
02523-C	ADJUSTMENT OF MISCELLANEOUS UTILITY BOXES	EA	2	\$200.00	\$400.00	2	0	2	0.00	400.00	100.00%
02523-D	ADJUSTMENT OF INLET GRATES	EA	4	\$200.00	\$800.00	2	0	2	0.00	400.00	50.00%
02523-E	ADJUSTMENT OF PULL BOXES	EA	2	\$200.00	\$400.00	2	0	2	0.00	400.00	100.00%
02523-F	ADJUSTMENT OF METER BOXES	EA	4	\$200.00	\$800.00	4	0	4	0.00	800.00	100.00%

APPLICATION FOR PAYMENT NUMBER.....5 (FINAL)

Downtown Streetscape Improvements, Phase III-B
City of Gulfport, MSWORKSHEET
ATTACHMENT A
17-3544D

PAY ITEM NUMBER	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT QUANTITY	CONTRACT UNIT COST	CONTRACT COST	QUANTITIES			EARNED		ITEM % COMP.
						PREV	CURR	TOTAL	CURRENT	TO DATE	
02523-G	ADJUSTMENT OF SEWER CLEANOUTS	EA	4	\$200.00	\$800.00	4	0	4	0.00	800.00	100.00%
02805-A	VICTOR STANLEY, BRW-101 BIKE RACK	EA	5	\$900.00	\$4,500.00	0	5	5	4,500.00	4,500.00	100.00%
02805-B	6' VICTOR STANLEY, CR-138 BENCH	EA	10	\$3,420.00	\$34,200.00	0	10	10	34,200.00	34,200.00	100.00%
02805-C	VICTOR STANLEY, PRS-36 TRASH RECEPTACLE	EA	7	\$2,160.00	\$15,120.00	0	7	7	15,120.00	15,120.00	100.00%
02805-D	IRONSMTIH, 6X6 STARBURST TREE GRATE	EA	6	\$3,266.00	\$19,596.00	6	0	6	0.00	19,596.00	100.00%
02841-A	MAINTENANCE OF TRAFFIC	LS	1	\$5,000.00	\$5,000.00	0.6	0.4	1	2,000.00	5,000.00	100.00%
02842-A	THERMOPLASTIC DETAIL (WHITE) (4")	LF	1,700	\$2.00	\$3,400.00	0	0	0	0.00	0.00	0.00%
02842-B	THERMOPLASTIC LEGEND (WHITE) (120 MIL)	SF	470	\$7.50	\$3,525.00	0	0	0	0.00	0.00	0.00%
02842-C	THERMOPLASTIC DETAIL (YELLOW) (4")	SF	900	\$2.00	\$1,800.00	0	0	0	0.00	0.00	0.00%
05520-A	HANDRAILS	LF	36	\$184.00	\$6,624.00	36	0	36	0.00	6,624.00	100.00%
32 84 00-A	IRRIGATION (REF. DRAWINGS)	LS	1	\$21,600.00	\$21,600.00	1.00	0.00	1.00	0.00	21,600.00	100.00%
32 93 00-A	MEXICAN FAN PALM (16' HT.)	EA	12	\$810.00	\$9,720.00	12	0	12	0.00	9,720.00	100.00%
32 93 00-B	BOSQUE ELM (65 GAL)	EA	9	\$930.00	\$8,370.00	9	0	9	0.00	8,370.00	100.00%
32 93 00-C	CARRISSA HOLLY (3 GAL)	EA	10	\$23.00	\$230.00	10	0	10	0.00	230.00	100.00%
32 93 00-D	DWARF FAKAHATCHEE GRASS (3 GAL)	EA	20	\$20.00	\$400.00	20	0	20	0.00	400.00	100.00%
32 93 00-E	SAND CORDGRASS (1 GAL)	EA	59	\$10.00	\$590.00	59	0	59	0.00	590.00	100.00%
32 93 00-F	CORAL DRIFT ROSE (3 GAL)	EA	324	\$30.00	\$9,720.00	324	0	324	0.00	9,720.00	100.00%

APPLICATION FOR PAYMENT NUMBER.....5 (FINAL)

Downtown Streetscape Improvements, Phase III-B
City of Gulfport, MSWORKSHEET
ATTACHMENT A
17-3544D

PAY ITEM NUMBER	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT QUANTITY	CONTRACT UNIT COST	CONTRACT COST	PREV	QUANTITIES CURR	TOTAL	EARNED CURRENT	TO DATE	ITEM % COMP.
32 93 00-G	DWF PARSONS JUNIPER (3GAL)	EA	267	\$20.00	\$5,340.00	267	0	267	0.00	5,340.00	100.00%
32 93 00-H	BED PREPARATION MATERIAL	CY	98	\$66.00	\$6,468.00	80	0	80	0.00	5,280.00	81.63%
32 93 00-I	PINE STRAW	SF	4,557	\$0.66	\$3,007.62	4551	0	4551	0.00	3,003.66	99.87%
32 93 00-J	TOPSOIL (BED AREAS)	CY	34	\$42.00	\$1,428.00	48	0	48	0.00	2,016.00	141.18%
32 93 00-K	DURAMULCH	SY	48	\$23.00	\$1,104.00	48	0	48	0.00	1,104.00	100.00%
32 93 00-L	ROOT BARRIER	LS	1	\$3,498.00	\$3,498.00	1	0	1	0.00	3,498.00	100.00%
32 93 00-M	LANDSCAPE MAINTENANCE - (REF SPECS)	LS	1	\$1,200.00	\$1,200.00	0	1	1	1,200.00	1,200.00	100.00%
TOTAL BASE BID					\$370,110.12				\$69,117.26	\$345,368.22	93.31%
CHANGE ORDER NO. 1 (SUMMARY)											
Additive Qty's.					\$20,559.90						
Deductive Qty's./Items					-\$45,301.80						
TOTAL CHANGE ORDER NO. 1 (SUMMARY)					(\$24,741.90)						
TOTAL BASE BID											
TOTAL BASE BID					\$345,368.22				\$69,117.26	\$345,368.22	100.00%

AIA® Document G707™ – 1994
Consent Of Surety to Final Payment

PROJECT: <i>(Name and address)</i> Gulfport Streetscape Improvements Phase III-B Gulfport, MS	ARCHITECT'S PROJECT NUMBER:	OWNER: ☐
		ARCHITECT: ☐
	CONTRACT FOR:	CONTRACTOR: ☐
		SURETY: ☐
TO OWNER: <i>(Name and address)</i> City of Gulfport P.O. Box 1780, Gulfport, MS 39502	CONTRACT DATED: February 19, 2019	OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009

, SURETY,

on bond of
(Insert name and address of Contractor)

F & F Construction Inc.
21525 Blackwell Farm Rd, Saucier, MS 39574

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Gulfport
P.O. Box 1780, Gulfport, MS

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: October 21, 2019
(Insert in writing the month followed by the numeric date and year.)

The Gray Casualty & Surety Company
(Surety)


(Signature of authorized representative)

Kathleen B. Scarborough, Attorney-In-Fact
(Printed name and title)

Attest:
(Seal):



**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GSM35912

Principal: F & F Construction, Inc.

Project: Gulfport Streetscape Improvements - Phase III-B

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **Troy P Wagener, Jim E. Brashier, Dewey Mason, Kathleen B. Scarborough, Loren R. Howell Jr., Susan Skrmetta, Patrick T. Mason, Andrew P. Underwood, Lisa R. Butler, Joey Beattie, Christopher H. Boone, Sharon Tuten, Charlotte Ramsey, Kimberly B. Barhum, David R. Fortenberry, and Richard Teb Jones** of Gulfport, Mississippi jointly and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:

Michael T. Gray
Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno
Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies, this 21st day of **October**, 2019.



Mark S. Manguno
Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company



AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Gulfport Streetscape Improvements Phase III-B Gulfport, MS	ARCHITECT'S PROJECT NUMBER:	OWNER: ☐
		ARCHITECT: ☐
		CONTRACTOR: ☐
TO OWNER: <i>(Name and address)</i> City of Gulfport P.O. Box 1780, Gulfport, MS 39502	CONTRACT FOR: CONTRACT DATED: February 19, 2019	SURETY: ☐
		OTHER: ☐

STATE OF: Mississippi
COUNTY OF: Jackson

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

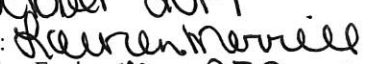
F & F Construction Inc.
21525 Blackwell Farm Rd., Saucier, MS 39574

BY:


(Signature of authorized representative)
Will Battley President
(Printed name and title)



Subscribed and sworn to before me on this date:

22, October 2019
Notary Public: 
My Commission Expires: May 27, 2022



AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*
Gulfport Streetscape Improvements
Phase III-B
Gulfport, MS

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

TO OWNER: *(Name and address)*
City of Gulfport
P.O. Box 1780, Gulfport, MS
39502

CONTRACT FOR:
CONTRACT DATED: February 19, 2019

STATE OF: Mississippi
COUNTY OF: Jackson

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate Attachment ☐ Yes ☒ No

CONTRACTOR: *(Name and address)*

F & F Construction Inc
21525 Blackwell Farm Rd., Saucier, MS 39574

BY: *Will Battley*
(Signature of authorized representative)

Will Battley President
(Printed name and title)

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

Subscribed and sworn to before me on this date:

22, October 2019

Notary Public:
My Commission Expires:

Lauren Merrill
May 27, 2022





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
BXS Insurance
213 Porter Avenue
Biloxi MS 39530

CONTACT NAME: Belinda Tubbs

PHONE
(A/C, No, Ext): 228-374-2000FAX
(A/C, No): 228-432-7420E-MAIL
ADDRESS: belinda.tubbs@bxsi.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Indemnity Co of America

25666

INSURER B: Bridgefield Casualty Insurance

10335

INSURER C: Travelers Indemnity Company

25658

INSURER D: Travelers Property Casualty Co of America

25674

INSURER E: Travelers Casualty Insurance Co of America

19046

INSURER F:

INSURED
F & F Construction, Inc.
21525 Blackwell Farm Road
Saucier MS 39574

F&FCONS-02

COVERAGES**CERTIFICATE NUMBER: 1546332296****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	X	COMMERCIAL GENERAL LIABILITY	Y	Y	DTCO9256M876TIA18	12/31/2018	12/31/2019	EACH OCCURRENCE	\$ 1,000,000			
		CLAIMS-MADE						X	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	X	\$5000 PD DED						MED EXP (Any one person)	\$ 5,000			
								PERSONAL & ADV INJURY	\$ 1,000,000			
		GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000			
		POLICY	X	PRO-JECT		LOC	PRODUCTS - COMP/OP AGG	\$ 2,000,000				
		OTHER:						\$				
C		AUTOMOBILE LIABILITY	Y	Y	BA8M9923601826G	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000			
	X	ANY AUTO						BODILY INJURY (Per person)	\$			
		OWNED AUTOS ONLY							SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$	
	X	HIRED AUTOS ONLY						X	NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)	\$	
	X	\$2500 PD DED									\$	
D	X	UMBRELLA LIAB	Y	Y	CUP0J3716801826	12/31/2018	12/31/2019	EACH OCCURRENCE	\$ 1,000,000			
		EXCESS LIAB							CLAIMS-MADE	AGGREGATE	\$	
		DED						X	RETENTION \$ 10,000		\$	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y	N/A	19902767	12/31/2018	12/31/2019	X	PER STATUTE		OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						Y/N	Y	E.L. EACH ACCIDENT	\$ 1,000,000	
		If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
										E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
E		Contractor's Equipment			6609M039279TIL18	12/31/2018	12/31/2019	Leased/Rented Equipme Deductible Deductible	\$300,000 \$1,000/AOP/WH/EQK \$10,000 Flood			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excluded Officers: Ted Battley, Will Battley and Andrew Battley

Project: Downtown Streetscape Improvements Phase III-B

Certificate holder and Brown, Mitchell & Alexander, Inc. are listed as an additional insured under the general liability, auto liability and excess liability as required by written contract. Waiver of subrogation in favor of the Certificate holder and Brown, Mitchell & Alexander, Inc. on all policies as required by written contract.

CERTIFICATE HOLDER

City of Gulfport
1410 24th Avenue
Gulfport MS 39501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSURED/S/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.