



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, December 21, 2021

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 uncleanness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.
- 2** Acceptance - of Crystal Lakes Subdivision, Phase II-A Water and Sewer Only.

Resolutions

- 3** Resolutions - awarding bid and approving contracts for Term Contract C2A - Culvert and Ram Neck Piping, and for related purposes.
- 4** Resolutions - awarding bid and approving Contracts for Term Contract E - Ready Mix Concrete, and for related purposes.
- 5** Resolution - awarding bid and approving Contracts for Term Contract J - Ductile or Cast Iron Grates & Frames, and for related purposes.
- 6** Resolution - awarding bids and approving contracts for term contract J1 - Water & Sewer Line Supplies, and for related purposes.
- 7** Resolution - awarding bid and approving Contracts for Term Contract K - Pumps for Lift Stations, and for related purposes.

- 8 Resolution - awarding bid and approving Contracts for Term Contract N1 - Chlorine for Water Purification & Sewage Treatment, and for related purposes.
- 9 Resolution - awarding bid and approving Contracts for Term Contracts P - Street Marking Signs, and for related purposes.
- 10 Resolutions - awarding bid and approving Contracts for Term Contract P3 - Fencing, and for related purposes.
- 11 Resolution - approving New Edge Services Contract for Cityworks to enable vendor access to City data, and for related purposes.
- 12 Resolution - approving Grant Agreement with the Mississippi Development Authority for a Gulf Coast Restoration Fund Grant pertaining to Flood Control and/or Drainage for the Forest Heights Project, and for related purposes.
- 13 Resolution - accepting FY2021 Justice Assistance Grant (JAG) Program Grant Award Number 15PBJA-21-GG-01620-JAGX, and for related purposes.
- 14 Resolution - accepting a United States Department of Labor Workforce Innovation & Opportunity Act Grant from and through the Southern Mississippi Planning & Development District (Paramedic Training), and for related purposes.
- 15 Resolution - accepting a United States Department of Labor Workforce Innovation & Opportunity Act Grant from and through the Southern Mississippi Planning & Development District (Firefighter Training), and for related purposes.
- 16 Resolution - approving Amendment to the Lighting Services Lease Agreement with Mississippi Power Company for the purpose of providing lighting equipment upgrades at Handsboro Community Center, and for related purposes.
- 17 Resolution - approving Fifteenth Amendment to the City's Contract with H2O Innovation, Operation and Maintenance, LLC, to extend Contract by one month to January 31, 2022, and for related purposes.
- 18 Resolution - authorizing an expenditure (in the form of a fee waiver) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with Gulf Coast Public Safety Feed the Needy, and for related purposes.
- 19 Resolution - to authorize expenditures for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport with respect to the activities of the Mayor's Youth Council, and for related purposes.

- 20 Resolution - authorizing an expenditure (in the form of a fee waiver) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with Mental Health Association of South Mississippi's 2022 Health Fair, and for related purposes.
- 21 Resolution - authorizing an expenditure (in the form of a fee waiver) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the Senior Healthcare Committee's Derby Day Event, and for related purposes.
- 22 Resolution - confirming and ratifying the intent to offer healthcare flexible spending accounts as an employee benefit, and for related purposes.
- 23 Resolution - designating Applicant Agent for the City of Gulfport and approving State-Local Disaster Assistance Agreement between the City and the Mississippi Emergency Management Agency in regards to Hurricane Ida, and for related purposes.
- 24 Resolution - memorializing the Mississippi Department of Archives and History for a Historical Marker in Soria City, at Pratt Avenue and 20th Street, in Gulfport, Mississippi, and for related purposes.

Docket of Claims

- 25 Docket of Claims - to be approved through December 22, 2021.

Routine Agenda

- 26 Resolution - awarding bids for lot clean-ups and/or demolitions.
- 27 Code Enforcement Notice(s) - to be made a part of the minutes.
- 28 Public Records Request - for the month of November 2021 - to be made a part of the minutes.
- 29 Legal Notice - advertisement for Axon Sole Source (Police Department).
- 30 Letter - regarding bid awarded by Purchasing to BSN Sports for the Goldin Park Bleachers - Leisure Services - to be made a part of the minutes.
- 31 Letter - regarding bid awarded by Purchasing to BSN Sports for the VA Soccer field Soccer Goals - Leisure Services Building Maintenance - to be made a part of the minutes.

- 32 Letter - regarding bid awarded by Purchasing to Gibson Maintenance for Bullis Avenue Park Pavilion & Concrete Slab - Leisure Services - to be made a part of the minutes.
- 33 Letter - regarding bid awarded by Purchasing to Gibson Maintenance for the Marina Rub Rails - Leisure Services - to be made a part of the minutes.
- 34 Letter - regarding bid awarded by Purchasing to Puckett Rents for Rental of the Trench Box and Manhole Box - Public Works - to be made a part of the minutes.
- 35 Letter - regarding bid awarded by Purchasing to Southern Exteriors Fence Company for Bullis Avenue Park Fencing - Leisure Services - to be made a part of the minutes.
- 36 Letter - regarding bid awarded by Purchasing to Weaver Electric for VA Soccer Fields - Leisure Services - to be made a part of the minutes.
- 37 Ratification - of Cemetery Conveyance Deed (Alley) - to be made a part of the minutes.
- 38 Ratification - of previously approved and executed Agreements, Contracts, and/or Documents - to be made a part of the minutes.
- 39 Request - to extend various term contracts for calendar year 2022 with all pricing remaining the same.

Public Agenda

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

Council Comments

Memorial Adjournment

Executive Session

Setting of Next Meeting and Adjournment

TABLE OF CONTENTS

WARD 3

PARCEL	LOCATION	OWNER
0911D-03-011.000	ROBERTS AVE	BABIN TODD
0811G-04-032.000	20TH ST	STATE OF MISS #44



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

December 1, 2021

STATE OF MISS #44
UNKNOWN
UNKNOWN,

Reference: Tax Parcel Number: 0811G-04-032.000
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 and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

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, 12/21/2021 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 uncleanliness 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,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 8753



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

November 24, 2021

BABIN TODD
617 CARMADELLE ST
MARRERO, LA 70072

Reference: Tax Parcel Number: 0911D-03-011.000
ROBERTS AVE

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Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 8691

MEMORANDUM – CITY OF GULFPORT

Date: DECEMBER 9, 2021

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 21ST Day Of December, 2021.

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

MEMORANDUM – CITY OF GULFPORT

Date: DECEMBER 9, 2021

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 21st Day Of December, 2021, To The City Council:

WARD 3

Parcel 1: 0911D-03-011.000. S 51.7 Ft Of Lots 46 To 49 Blk 11 Hewes Add. Roberts Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Babin Todd) Case: 8691

Parcel 2: 0811G-04-032.000. S 1/2 Of Lot 33 & E 20.41 Ft Of S 1/2 Of Lot 34 Blk 14 Soria City. 20th St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (State Of Miss #44) Case: 8753

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 **21st** day of **December, 2021**, 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 uncleanness 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 uncleanness as to be a menace to the public health, safety and welfare of the community are as follows:

- Parcel 1: 0911D-03-011.000. S 51.7 Ft Of Lots 46 To 49 Blk 11 Hewes Add. Roberts Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Babin Todd) Case: 8691
- Parcel 2: 0811G-04-032.000. S 1/2 Of Lot 33 & E 20.41 Ft Of S 1/2 Of Lot 34 Blk 14 Soria City. 20th St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (State Of Miss #44) Case: 8753

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 _____, 2021.

(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 _____, 2021.

APPROVED:

MAYOR



Memorandum – City of Gulfport

ENGINEERING

To: Margaret Murdock, Legal

CC: Mayor Billy Hewes
Leonard Papania, CAO
Wayne E. Miller, P.E., Director of Public Works and Engineering
Tyler Gentry, Assistant Director of Public Works – Operations

From: Jeremy Harrison, P.E., Assistant City Engineer

JH

Date: 12/9/2021

**Re: Recommendation to Accept Crystal Lakes Subdivision, Phase II-A – Water and Sewer Only
-Improvements for the Start of the Warranty Period**

On November 22, 2021, Engineering and Public Works conducted a final inspection of the referenced subdivision (Water and Sewer Only). Deficiencies were noted and have since been corrected. This subdivision is located outside of the City Limits; however, it is located within the City's franchise area for water and sewer service.

A warranty bond in the amount of \$5,800.00 is required for a period of one (1) year to cover the improvements.

At the conclusion of the warranty period, the developer is required to notify the city to schedule a warranty inspection. Prior to acceptance for perpetual maintenance all deficiencies shall be corrected.

I recommend acceptance of the water and sewer improvements in the subdivision and the start of the one-year warranty period based on the above conditions. Please place this item on the December 21, 2021 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments:

1. Subdivision Inspection Report
2. Map



DEPARTMENT OF ENGINEERING

4050 Hewes Ave.
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228-868-5822

SUBDIVISION INSPECTION CHECKLIST

SUBDIVISION:	Crystal Lake Subdivision
TYPE OF INSPECTION:	Inspection
DATE:	November 22, 2021
PERSONS PRESENT:	Jeremy Harrison, Department of Engineering Aaron James, Department of Engineering Brian Jones, Department of Public Works David Sanzin, H2O Shannon, Lane Construction Jim Maclellan, Overstreet & Associates, PLLC

CHECKLIST ITEMS

STREETS & DRAINAGE:

- | | | | |
|---|------------------------------|-----------------------------|---|
| 1. Is debris/silt and vegetation in streets, curbs, pipes, and catchbasins? | ☐ Yes | ☐ No | ☒ N/A |
| 2. Is street paving/concrete acceptable? | ☐ Yes | ☐ No | ☒ N/A |
| 3. Is drainage pipe in ROW concrete? | ☐ Yes | ☐ No | ☒ N/A |
| 4. Are catchbasin openings sized correctly? | ☐ Yes | ☐ No | ☒ N/A |
| 5. Are curbs & gutter broken/settled? | ☐ Yes | ☐ No | ☒ N/A |
| 6. Is rebar present in curb? | ☐ Yes | ☐ No | ☒ N/A |
| 7. Are street lights present & spaced correctly? | ☐ Yes | ☐ No | ☒ N/A |
| 8. Are lots graded to direct water to drainage systems? | ☐ Yes | ☐ No | ☒ N/A |
| 9. Is/Are detention pond(s) holding water? | ☐ Yes | ☐ No | ☒ N/A |
| 10. Is/Are the banks of detention pond(s) & ditches stabilized? | ☐ Yes | ☐ No | ☒ N/A |
| 11. Are swales/ditches able to be maintained by residents? | ☐ Yes | ☐ No | ☒ N/A |
| 12. Is erosion control provided at outfalls? | ☐ Yes | ☐ No | ☒ N/A |
| 13. Are any extra easements required? | ☐ Yes | ☐ No | ☒ N/A |

WATER & SEWER:

- | | | | |
|---|---|-----------------------------|------------------------------|
| 1. Are all water meters installed & with no broken/missing parts? | ☒ Yes | ☐ No | ☐ N/A |
| 2. Are all water lines and appurtenances installed in accordance with city standards? | ☒ Yes | ☐ No | ☐ N/A |
| 3. Are sewer cleanouts installed & with no broken/missing parts? | ☒ Yes | ☐ No | ☐ N/A |
| 4. Are all manholes installed in accordance with city standards? | ☒ Yes | ☐ No | ☐ N/A |

TRAFFIC & SAFETY:

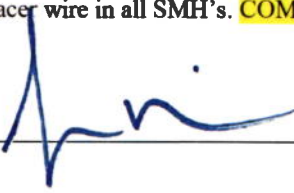
1. Are street name signs correct & in place? ☐ Yes ☐ No ☒ N/A
2. Are traffic control signs correct & in place? ☐ Yes ☐ No ☒ N/A

PUNCHLIST ITEMS

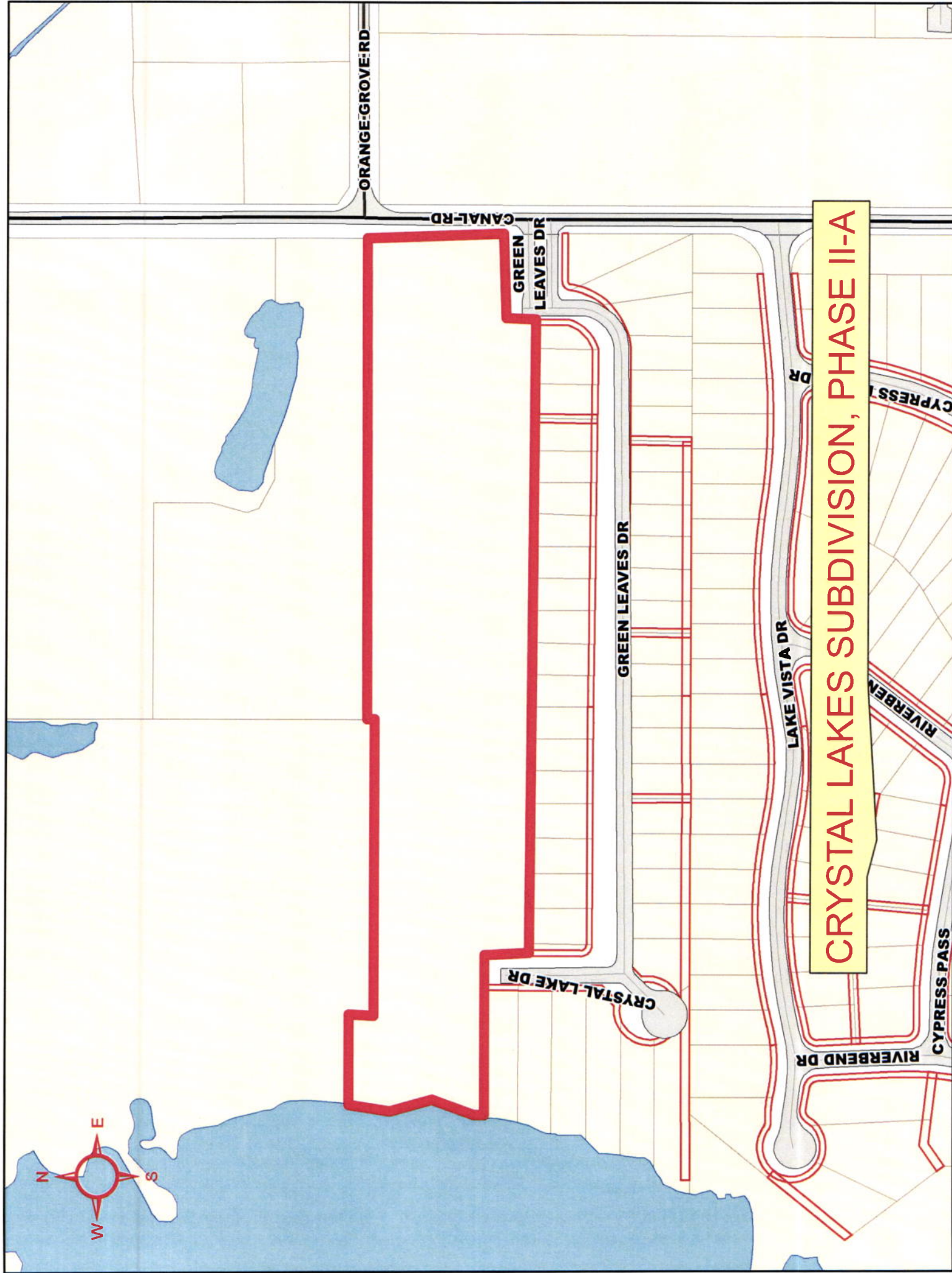
1. Grout rings on SMH 3 & 4 where infiltration is present. COMPLETE
2. Bring meter box to grade at Lot 30. COMPLETE
3. Verify fire hydrant distances with MSDH requirements. COMPLETE

General Notes:

1. Fire hydrants shall be yellow. COMPLETE
2. Water services shall be double services. COMPLETE
3. Cut back water services in meter boxes to allow room for meter installation. COMPLETE
4. Grout around donut on valve boxes. COMPLETE
5. All SMH lids should say City of Gulfport. WILL VERIFY AT WARRANTY INSPECTION
6. Expose tracer wire in all SMH's. COMPLETE

Signed:  Date: 12/9/2021

Name: Jeremy Harrison, P.E. Title: Assistant City Engineer



CRYSTAL LAKES SUBDIVISION, PHASE II-A

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Jessica Versiga, Purchasing Agent

Date: December 1, 2021

Ref: Term Contract Group C2A – Culvert & Ram Neck Piping
Contract Period 01/01/2022 thru 12-31-2022
Renewable Period 01/01/2023 thru 12/31/2023

I have reviewed the bids received on the above referenced group. With the exception of the concrete pipe that is being renewed with Design Precast & Design, the other four bids came in at exact same pricing. I recommend awarding on a rotation basis to all four vendors. The rotation was selected by time and date the bids were first received in the purchasing office.

I have attached a tabulation sheet for your review and approval.

Thank you for your consideration.

Group C2A - Culvert and Ram Neck Piping

Contract Period 01-01-2022 through 12-31-2022

Renewable Option 01-01-2023 through 12-31-2023

	1 Coburns Supply	3 G&O SUPPLY	2 Ferguson Waterworks	4 Southern Waterworks	Design Precast & Pipe Inc.
Section I - Ram Neck,Gasket Only					
Cut Length					
1. 1 x 2'5"	NO BID	NO BID	NO BID	NO BID	NO BID
2. 1 1/2" x 3'5"	NO BID	NO BID	NO BID	NO BID	NO BID
3. 1 3/4" x 3'5"	NO BID	NO BID	NO BID	NO BID	NO BID
Section II - Round Concrete Pipe,ASTM C-76, Class III, w/Rubber Gasket					
Diameter					
1. 15" per foot	NO BID	NO BID	NO BID	NO BID	\$14.00
2. 18" per foot	NO BID	NO BID	NO BID	NO BID	\$19.20
3. 24" per foot	NO BID	NO BID	NO BID	NO BID	\$29.30
4. 30" per foot	NO BID	NO BID	NO BID	NO BID	\$42.30
5. 36" per foot	NO BID	NO BID	NO BID	NO BID	\$55.00
6. 42" per foot	NO BID	NO BID	NO BID	NO BID	\$70.32
7. 48" per foot	NO BID	NO BID	NO BID	NO BID	\$88.87

Group C2A - Culvert and Ram Neck Piping

Contract Period 01-01-2022 through 12-31-2022

Renewable Option 01-01-2023 through 12-31-2023

	1 Coburns Supply	3 G&O SUPPLY	2 Ferguson Waterworks	4 Southern Waterworks	Design Precast & Pipe Inc.
8. 54" per foot	NO BID	NO BID	NO BID	NO BID	\$106.80
9. 60" per foot	NO BID	NO BID	NO BID	NO BID	\$129.50
Section III - Concrete Arch, ASTM C-506, Class III, w/Preformed Mastic					
Diameter					
1. 18 x 11	NO BID	NO BID	NO BID	NO BID	\$20.21
2. 22 x 13	NO BID	NO BID	NO BID	NO BID	\$25.05
3. 29 x 18	NO BID	NO BID	NO BID	NO BID	\$34.94
4. 36 x 23	NO BID	NO BID	NO BID	NO BID	\$42.14
5. 44 x 27	NO BID	NO BID	NO BID	NO BID	\$57.73
6. 51 x 31	NO BID	NO BID	NO BID	NO BID	\$74.82
7. 58 x 36	NO BID	NO BID	NO BID	NO BID	\$95.14
8. 65 x 40	NO BID	NO BID	NO BID	NO BID	\$115.99
Concrete Flared End Sections					
1. 18" round each	NO BID	NO BID	NO BID	NO BID	\$450.00
arch each	NO BID				\$525.00
2. 24" round each	NO BID	NO BID	NO BID	NO BID	\$550.00

Group C2A - Culvert and Ram Neck Piping

Contract Period 01-01-2022 through 12-31-2022

Renewable Option 01-01-2023 through 12-31-2023

		1 Coburns Supply	3 G&O SUPPLY	2 Ferguson Waterworks	4 Southern Waterworks	Design Precast & Pipe Inc.
3. 30"	arch each	NO BID	NO BID	NO BID	NO BID	\$675.00
	round each	NO BID	NO BID	NO BID	NO BID	\$725.00
	arch each	NO BID	NO BID	NO BID	NO BID	\$800.00
4. 36"	round each	NO BID	NO BID	NO BID	NO BID	\$1,100.00
	arch each	NO BID	NO BID	NO BID	NO BID	\$1,300.00
5. 42"	round each	NO BID	NO BID	NO BID	NO BID	\$1,400.00
	arch each	NO BID	NO BID	NO BID	NO BID	\$1,600.00
6. 48"	round each	NO BID	NO BID	NO BID	NO BID	\$2,100.00
	arch each	NO BID	NO BID	NO BID	NO BID	\$2,600.00
7. 54"	round each	NO BID	NO BID	NO BID	NO BID	\$2,600.00
	arch each	NO BID	NO BID	NO BID	NO BID	\$3,100.00
8. 60"	round each	NO BID	NO BID	NO BID	NO BID	\$3,300.00
	arch each	NO BID	NO BID	NO BID	NO BID	\$3,800.00
Section IV - HDPE Pipe Water Tight (Bell End) Connection, Smooth Interior						
1. 15"	per lineal foot	\$ 12.54	\$ 12.54	\$12.54	\$12.54	NO BID
2. 18"	per lineal foot	\$ 16.48	\$ 16.48	\$16.48	\$16.48	NO BID
3. 24"	per lineal foot	\$ 27.79	\$ 27.79	\$27.79	\$27.79	NO BID

Group C2A - Culvert and Ram Neck Piping

Contract Period 01-01-2022 through 12-31-2022

Renewable Option 01-01-2023 through 12-31-2023

		1 Coburns Supply	3 G&O SUPPLY	2 Ferguson Waterworks	4 Southern Waterworks	Design Precast & Pipe Inc.
4. 30"	per lineal foot	\$ 40.39	\$ 40.39	\$40.39	\$40.39	NO BID
5. 36"	per lineal foot	\$ 50.37	\$ 50.37	\$50.37	\$50.37	NO BID
6. 42"	per lineal foot	\$ 65.22	\$ 65.22	\$65.22	\$65.22	NO BID
7. 48"	per lineal foot	\$ 82.20	\$ 82.20	\$82.20	\$82.20	NO BID
8. 60"	per lineal foot	\$ 134.41	\$ 134.41	\$134.41	\$134.41	NO BID
Section V- Nyloplast or Equal, PVC Drain Basins with Lockable Cast Iron Grates						
1. 15"	per lineal foot	\$ 1,043.21	\$ 1,043.01	\$1,043.01	\$1,043.01	NO BID
2. 18"	per lineal foot	\$ 1,223.66	\$ 1,223.66	\$1,223.66	\$1,223.66	NO BID
3. 24"	per lineal foot	\$ 1,534.41	\$ 1,534.41	\$1,534.41	\$1,534.41	NO BID
4. 30"	per lineal foot	\$ 2,472.04	\$ 2,472.04	\$2,472.04	\$2,472.04	NO BID
Section VI - HDPE Pipe Perforated Sock Pipe – 20’ Sections - Price per section						
Diameter						
1. 4" Flexible		\$ 75.00	\$ 75.00	\$ 75.00	\$ 90.00	NO BID
2. 4" Rigid		\$ 41.40	\$ 41.40	\$ 41.40	\$ 41.40	NO BID

Group C2A - Culvert and Ram Neck Piping

Contract Period 01-01-2022 through 12-31-2022

Renewable Option 01-01-2023 through 12-31-2023

	1 Coburns Supply	3 G&O SUPPLY	2 Ferguson Waterworks	4 Southern Waterworks	Design Precast & Pipe Inc.
3. 6" Rigid	\$ 74.20	\$ 74.20	\$ 74.20	\$ 74.20	NO BID
4. 8" Rigid	\$ 140.60	\$ 140.60	\$ 140.60	\$ 140.60	NO BID
5. 10" Rigid	\$ 209.20	\$ 209.20	\$ 209.20	\$ 209.20	NO BID
6. 12" Rigid	\$ 195.00	\$ 195.00	\$ 195.00	\$ 195.00	NO BID
7. 15" Rigid	\$ 268.00	\$ 268.00	\$ 268.00	\$ 268.00	NO BID
8. 18" Rigid	\$ 355.40	\$ 355.40	\$ 355.40	\$ 355.40	NO BID
9. 24" Rigid	\$ 589.00	\$ 589.00	\$ 589.00	\$ 589.00	NO BID
Section VII - HDPE Pipe, 20' Sections					
Diameter					
1. 15" Flared End	\$ 259.10	\$ 259.10	\$ 259.10	\$ 259.10	NO BID
2. 18" Flared End	\$ 347.03	\$ 347.03	\$ 347.03	\$ 347.03	NO BID
3. 24" Flared End	\$ 444.52	\$ 444.52	\$ 444.52	\$ 444.52	NO BID
Section VIII - HDPE Perforated Sock Pipe, Flexible					
1. 4" Perforated Under-Drain sock pipe	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	NO BID
2. 6" Perforated Under-Drain sock pipe	\$ 213.00	\$ 213.00	\$ 213.00	\$ 213.00	NO BID

Group C2A - Culvert and Ram Neck Piping

Contract Period 01-01-2022 through 12-31-2022

Renewable Option 01-01-2023 through 12-31-2023

	1 Coburns Supply	3 G&O SUPPLY	2 Ferguson Waterworks	4 Southern Waterworks	Design Precast & Pipe Inc.
Coburns Supply 2378 John Hill Blvd, Gulfport, MS 225-202-7808 Office 228-864-9354 Fax mtate@coburns.com	G&O Supply Co 18188 Hwy 79, Saucier, MS 228-236-4093 Office 228-832-9677 Fax rharmon@gosupplyinc.com	Design Precast & Pipe Inc. P.O. Box 2401 Gulfport, Ms 39505 (228) 831-5833 (228) 831-2791 rgregory@designprecast.com			
Ferguson Waterworks 14231 Seway Road Unit B5 Gulfport, MS 228-863-2757 catrina.walker@ferguson.com	Southern Waterworks 429 Cole Rod Hattiesburg,MS 601-268-7463 228-236-4913 cell ed.boykin@southernwaterworks.com				

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDING BID FOR “TERM CONTRACT GROUP E – READY MIX CONCRETE”, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND BAYOU CONCRETE, LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group E– Ready Mix Concrete) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and one (1) bid was received on the commodity noted above, with the lowest and best bidder being Bayou Concrete, LLC, of Gulfport, Mississippi, as referenced in the Memorandum of Procurement Specialist Britney Soules, and tabulation sheet which is contained among those documents attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is contained among those documents attached hereto as Exhibit “A”.

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

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

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “A” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2021.

APPROVED:

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Britney Soules, Procurement Specialist

Date: November 23, 2021

Ref: Term Contract Group E – Ready Mix Concrete

Contract Period 01/01/2022 thru 12/31/2022

Renewable Period 01/01/2023 thru 12/31/2023

I have reviewed the only bid received on the above referenced group and recommend acceptance of the lowest and best bid as submitted by Bayou Concrete. I have attached a tabulation sheet for your review and approval.

Thank you for your consideration.

Group E - Ready Mix Concrete

Contract Period 1-01-22 through 12-31-22

Renewable Option 01-01-23 through 12-31-23

Quantities	Bayou Concrete			
	Price over 3 Cubic Yards	Price under 3 Cubic Yards	Price over 3 Cubic Yards	Price under 3 Cubic Yards
\$150.00 Delivery fee for orders under 5 cubic yard \$60.00 drop fee after initial drop				
100 psi w/ flowable fill	\$ 99.00	\$ 99.00		
2500 psi	\$ 127.00	\$ 127.00		
3000 psi	\$ 129.00	\$ 129.00		
3000 psi w/fiber	\$ 138.00	\$ 138.00		
3500 psi	\$ 131.00	\$ 131.00		
4000 psi	\$ 133.00	\$ 133.00		

Bayou Concrete
P.O. Box 3868 Gulfport, MS 39505
228-868-1264 Office
228-868-5581 Fax
lmccamon@Bayouconcretellc.com

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMMODITY (Group E – Ready Mix Concrete) SUPPLIER
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2021, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and BAYOU CONCRETE, LLC, (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best bid as found on the bid tabulation sheet as approved by the CITY Council). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

Article II. Contract Times.

SUPPLIER must agree to commence delivery of items requested via purchase order or other written documentation of order within the time frames set out in the bid documents (i.e., bid specifications and bid proposal) (to the extent that a time frame is set out in the bid documents). Failure to make delivery within any required time frame will be justification by the CITY for termination of this Agreement.

This Contract will be effective for the period January 1, 2022, through December 31, 2022, such period to commence on the last date of execution of this agreement herein ("Contract Term"). It is agreed that there is one (1) optional period of three hundred sixty-five (365) calendar days, such option period to commence upon expiration of the Contract Term ("Option Term"). Such Option Term shall be effective if both CITY and SUPPLIER agree to exercise this option and extend the Contract Term for this second three hundred sixty-five (365) day term, with all prices remaining constant during such time.

Article III. Contract Price.

CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER's Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit "A" and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

Article V. Contract Documents.

The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

Article VI. Warranties.

SUPPLIER expressly warrants that all commodities, goods, and deliverables furnished or provided under this agreement will be new, will be free from defect in material and workmanship, and shall be free and clear of all liens, mortgages, security interests or other encumbrances. SUPPLIER further warrants that all such commodities, goods, and deliverables will conform to any specifications, drawings, statements or representations made to the CITY or otherwise appearing on the containers or labels or advertisements for such items and that any such commodities, goods, and deliverables will be adequately contained, packaged, marked and labeled. SUPPLIER also warrants that all commodities, goods, and deliverables furnished hereunder or in connection with this agreement will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. If SUPPLIER knows or has reason to know the particular purpose for which the CITY intends to use the commodities, goods, or deliverables, SUPPLIER warrants that such items will be fit for such particular purpose. SUPPLIER shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the CITY. SUPPLIER agrees to promptly replace or correct defects of any commodities, goods, or deliverables not conforming to the foregoing warranties, without expense to the CITY, when notified of such nonconformity by the CITY for up to one year after acceptance of the same, provided the CITY elects to provide the SUPPLIER the opportunity to do so. If SUPPLIER fails to correct defects in or replace nonconforming commodities, goods, or deliverables, the CITY, after reasonable notice to SUPPLIER, may make such corrections or replace such goods and services and charge SUPPLIER for the cost incurred by the CITY in doing so. SUPPLIER recognizes that the CITY's requirements may require immediate repairs, re-working, or replacement of defective commodities, goods, or deliverables, without notice to the SUPPLIER. In such event, SUPPLIER shall reimburse the CITY for the costs, delays, or other damages which the CITY has incurred. In the event of a conflict with the length or duration of any warranties involving commodities, goods, or deliverables provided or sold to the CITY in connection with this agreement and any other warranties, whichever warranty is longer in duration or tenure shall prevail.

Article VI. Miscellaneous.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, representations, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

This Agreement will be effective on January 1, 2022.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

BAYOU CONCRETE, LLC

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

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 _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDED BID FOR “TERM CONTRACT GROUP J – DUCTILE OR CAST IRON GRATES & FRAMES”, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND CONSOLIDATED PIPE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group J – Ductile or Cast Iron Grates & Frames) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and four (4) bids were received on the commodity noted above, with CONSOLIDATED PIPE of Gulfport, Mississippi, being the low bidder for those items noted on the bid tabulation sheet under the CONSOLIDATED PIPE name and shaded in gray, as referenced in the Memorandum of Connie Debenport, CPPB, Purchasing Manager, and tabulation sheet which is attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is attached hereto as Exhibit “B”.

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

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

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “B” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2021.

(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 _____, 2021.

APPROVED:

MAYOR

**AGREEMENT BETWEEN THE CITY OF GULFPORT
AND COMMODITY (Group J – Ductile or Cast Iron Grates & Frames)
SUPPLIER ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2021, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and CONSOLIDATED PIPE (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best bid as found on the bid tabulation sheet as approved by the CITY Council (i.e., for those items noted on the bid tabulation sheet under the CONSOLIDATED PIPE name and shaded in gray)). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

Article II. Contract Times.

SUPPLIER must agree to commence delivery of items requested via purchase order or other written documentation of order within the time frames set out in the bid documents (i.e., bid specifications and bid proposal) (to the extent that a time frame is set out in the bid documents). Failure to make delivery within any required time frame will be justification by the CITY for termination of this Agreement.

This Contract will be effective for the period January 1, 2022, thru December 31, 2022 (“Contract Term”). It is agreed that there is one (1) optional period of one (1) year, such option period to commence upon expiration of the Contract Term (“Option Term”). Such Option Term shall be effective and exercised automatically unless, at least thirty (30) days before the end of the Contract Term, CITY or SUPPLIER notifies the other of an intent not to exercise this option and extend the Contract Term for this second one (1) year. All pricing shall remain as bid through the Option Term.

Article III. Contract Price.

CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER’s Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit “A” and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for

twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

Article V. Contract Documents.

The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

Article VI. Warranties.

SUPPLIER expressly warrants that all commodities, goods, and deliverables furnished or provided under this agreement will be new, will be free from defect in material and workmanship, and shall be free and clear of all liens, mortgages, security interests or other encumbrances. SUPPLIER further warrants that all such commodities, goods, and deliverables will conform to any specifications, drawings, statements or representations made to the CITY or otherwise appearing on the containers or labels or advertisements for such items and that any such commodities, goods, and deliverables will be adequately contained, packaged, marked and labeled. SUPPLIER also warrants that all commodities, goods, and deliverables furnished hereunder or in connection with this agreement will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. If SUPPLIER knows or has reason to know the particular purpose for which the CITY intends to use the commodities, goods, or deliverables, SUPPLIER warrants that such items will be fit for such particular purpose. SUPPLIER shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the CITY. SUPPLIER agrees to promptly replace or correct defects of any commodities, goods, or deliverables not conforming to the foregoing warranties, without expense to the CITY, when notified of such nonconformity by the CITY for up to one year after acceptance of the same, provided the CITY elects to provide the SUPPLIER the opportunity to do so. If SUPPLIER fails to correct defects in or replace nonconforming commodities, goods, or deliverables, the CITY, after reasonable notice to SUPPLIER, may make such corrections or replace such goods and services and charge SUPPLIER for the cost incurred by the CITY in doing so. SUPPLIER recognizes that the CITY's requirements may require immediate repairs, re-working, or replacement of defective commodities, goods, or deliverables, without notice to the SUPPLIER. In such event, SUPPLIER shall reimburse the CITY for the costs, delays, or other damages which the CITY has incurred. In the event of a conflict with the length or duration of any warranties involving commodities, goods, or deliverables provided or sold to the CITY in connection with this agreement and any other warranties, whichever warranty is longer in duration or tenure shall prevail.

Article VI. Miscellaneous.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, representations, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

This Agreement will be effective on January 1, 2022.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

CONSOLIDATED PIPE

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

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 _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDED BID FOR “TERM CONTRACT GROUP J – DUCTILE OR CAST IRON GRATES & FRAMES”, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND FERGUSON WATERWORKS AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group J – Ductile or Cast Iron Grates & Frames) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and four (4) bids were received on the commodity noted above, with FERGUSON WATERWORKS of Gulfport, Mississippi, being the low bidder for those items noted on the bid tabulation sheet under the FERGUSON WATERWORKS name and shaded in gray, as referenced in the Memorandum of Connie Debenport, CPPB, Purchasing Manager, and tabulation sheet which is attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is attached hereto as Exhibit “B”.

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

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

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “B” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2021.

(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 _____, 2021.

APPROVED:

MAYOR

**AGREEMENT BETWEEN THE CITY OF GULFPORT
AND COMMODITY (Group J – Ductile or Cast Iron Grates & Frames)
SUPPLIER ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2021, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and FERGUSON WATERWORKS (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best bid as found on the bid tabulation sheet as approved by the CITY Council (i.e., for those items noted on the bid tabulation sheet under the FERGUSON WATERWORKS name and shaded in gray)). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

Article II. Contract Times.

SUPPLIER must agree to commence delivery of items requested via purchase order or other written documentation of order within the time frames set out in the bid documents (i.e., bid specifications and bid proposal) (to the extent that a time frame is set out in the bid documents). Failure to make delivery within any required time frame will be justification by the CITY for termination of this Agreement.

This Contract will be effective for the period January 1, 2022, thru December 31, 2022 (“Contract Term”). It is agreed that there is one (1) optional period of one (1) year, such option period to commence upon expiration of the Contract Term (“Option Term”). Such Option Term shall be effective and exercised automatically unless, at least thirty (30) days before the end of the Contract Term, CITY or SUPPLIER notifies the other of an intent not to exercise this option and extend the Contract Term for this second one (1) year. All pricing shall remain as bid through the Option Term.

Article III. Contract Price.

CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER’s Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit “A” and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for

twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

Article V. Contract Documents.

The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

Article VI. Warranties.

SUPPLIER expressly warrants that all commodities, goods, and deliverables furnished or provided under this agreement will be new, will be free from defect in material and workmanship, and shall be free and clear of all liens, mortgages, security interests or other encumbrances. SUPPLIER further warrants that all such commodities, goods, and deliverables will conform to any specifications, drawings, statements or representations made to the CITY or otherwise appearing on the containers or labels or advertisements for such items and that any such commodities, goods, and deliverables will be adequately contained, packaged, marked and labeled. SUPPLIER also warrants that all commodities, goods, and deliverables furnished hereunder or in connection with this agreement will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. If SUPPLIER knows or has reason to know the particular purpose for which the CITY intends to use the commodities, goods, or deliverables, SUPPLIER warrants that such items will be fit for such particular purpose. SUPPLIER shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the CITY. SUPPLIER agrees to promptly replace or correct defects of any commodities, goods, or deliverables not conforming to the foregoing warranties, without expense to the CITY, when notified of such nonconformity by the CITY for up to one year after acceptance of the same, provided the CITY elects to provide the SUPPLIER the opportunity to do so. If SUPPLIER fails to correct defects in or replace nonconforming commodities, goods, or deliverables, the CITY, after reasonable notice to SUPPLIER, may make such corrections or replace such goods and services and charge SUPPLIER for the cost incurred by the CITY in doing so. SUPPLIER recognizes that the CITY's requirements may require immediate repairs, re-working, or replacement of defective commodities, goods, or deliverables, without notice to the SUPPLIER. In such event, SUPPLIER shall reimburse the CITY for the costs, delays, or other damages which the CITY has incurred. In the event of a conflict with the length or duration of any warranties involving commodities, goods, or deliverables provided or sold to the CITY in connection with this agreement and any other warranties, whichever warranty is longer in duration or tenure shall prevail.

Article VI. Miscellaneous.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, representations, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

This Agreement will be effective on January 1, 2022.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

FERGUSON WATERWORKS

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

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 _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDED BID FOR “TERM CONTRACT GROUP J – DUCTILE OR CAST IRON GRATES & FRAMES”, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND SOUTHERN PIPE & SUPPLY AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group J – Ductile or Cast Iron Grates & Frames) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and four (4) bids were received on the commodity noted above, with SOUTHERN PIPE & SUPPLY of Gulfport, Mississippi, being the low bidder for those items noted on the bid tabulation sheet under the SOUTHERN PIPE & SUPPLY name and shaded in gray, as referenced in the Memorandum of Connie Debenport, CPPB, Purchasing Manager, and tabulation sheet which is attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is attached hereto as Exhibit “B”.

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

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

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “B” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2021.

(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 _____, 2021.

APPROVED:

MAYOR

**AGREEMENT BETWEEN THE CITY OF GULFPORT
AND COMMODITY (Group J – Ductile or Cast Iron Grates & Frames)
SUPPLIER ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2021, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and SOUTHERN PIPE & SUPPLY (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best bid as found on the bid tabulation sheet as approved by the CITY Council (i.e., for those items noted on the bid tabulation sheet under the SOUTHERN PIPE & SUPPLY name and shaded in gray)). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

Article II. Contract Times.

SUPPLIER must agree to commence delivery of items requested via purchase order or other written documentation of order within the time frames set out in the bid documents (i.e., bid specifications and bid proposal) (to the extent that a time frame is set out in the bid documents). Failure to make delivery within any required time frame will be justification by the CITY for termination of this Agreement.

This Contract will be effective for the period January 1, 2022, thru December 31, 2022 (“Contract Term”). It is agreed that there is one (1) optional period of one (1) year, such option period to commence upon expiration of the Contract Term (“Option Term”). Such Option Term shall be effective and exercised automatically unless, at least thirty (30) days before the end of the Contract Term, CITY or SUPPLIER notifies the other of an intent not to exercise this option and extend the Contract Term for this second one (1) year. All pricing shall remain as bid through the Option Term.

Article III. Contract Price.

CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER’s Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit “A” and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for

twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

Article V. Contract Documents.

The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

Article VI. Warranties.

SUPPLIER expressly warrants that all commodities, goods, and deliverables furnished or provided under this agreement will be new, will be free from defect in material and workmanship, and shall be free and clear of all liens, mortgages, security interests or other encumbrances. SUPPLIER further warrants that all such commodities, goods, and deliverables will conform to any specifications, drawings, statements or representations made to the CITY or otherwise appearing on the containers or labels or advertisements for such items and that any such commodities, goods, and deliverables will be adequately contained, packaged, marked and labeled. SUPPLIER also warrants that all commodities, goods, and deliverables furnished hereunder or in connection with this agreement will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. If SUPPLIER knows or has reason to know the particular purpose for which the CITY intends to use the commodities, goods, or deliverables, SUPPLIER warrants that such items will be fit for such particular purpose. SUPPLIER shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the CITY. SUPPLIER agrees to promptly replace or correct defects of any commodities, goods, or deliverables not conforming to the foregoing warranties, without expense to the CITY, when notified of such nonconformity by the CITY for up to one year after acceptance of the same, provided the CITY elects to provide the SUPPLIER the opportunity to do so. If SUPPLIER fails to correct defects in or replace nonconforming commodities, goods, or deliverables, the CITY, after reasonable notice to SUPPLIER, may make such corrections or replace such goods and services and charge SUPPLIER for the cost incurred by the CITY in doing so. SUPPLIER recognizes that the CITY's requirements may require immediate repairs, re-working, or replacement of defective commodities, goods, or deliverables, without notice to the SUPPLIER. In such event, SUPPLIER shall reimburse the CITY for the costs, delays, or other damages which the CITY has incurred. In the event of a conflict with the length or duration of any warranties involving commodities, goods, or deliverables provided or sold to the CITY in connection with this agreement and any other warranties, whichever warranty is longer in duration or tenure shall prevail.

Article VI. Miscellaneous.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, representations, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

This Agreement will be effective on January 1, 2022.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

SOUTHERN PIPE & SUPPLY

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: _____

DATE: _____

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Britney Soules, Procurement Specialist

Date: November 23, 2021

Ref: Term Contract Group J – Ductile or Cast Iron Grates & Frames
Contract Period 01/01/2022 thru 12-31-2022
Renewable Period 01/01/2023 thru 12/31/2023

I have reviewed the bids received on the above referenced group and recommend acceptance of the lowest and best bids as indicated by the highlighted and designated areas in each column. The primary winner is highlighted in a darker shade of grey, and the alternate is highlighted in a lighter shade of grey. Also, winning position is indicated on the tabulation sheet. I have attached a tabulation sheet for your review and approval.

Thank you for your consideration.

Group J Ductile or Cast Iron Grates & Frames

Contract Period 01-01-22 through 12-31-22

Renewable Option 01-01-23 through 12-31-23

I. Ductile or Cast Iron Grates & Frames		Southern Waterworks & Supply	Southern Pipe & Supply	Coburns Supply	Ferguson Waterworks WINNER	Consolidates Pipe ALTERNATE
1	Standard 26" grate w/frame w/24" clearing opening w/city lettering EJIW - V-5624	\$497.20	\$478.94	443.15	\$ 393.00	\$ 426.00
2	Standard 26" grate only w/city lettering EJIW - V-5624	\$282.00	\$271.68	\$267.35	\$223.00	\$243.00
3	Standard 24" Grate w/Frame w/22" clearing opening w/city lettering EJIW - V-5724	\$208.87	\$201.19	\$195.95	\$164.97	\$179.00
4	Standard 24" grate only w/city lettering EJIW -V- 5724-4	\$126.20	\$121.59	\$122.27	\$99.70	\$109.00
5	ADA Compliant 26" grate w/frame w/24" clear opening EJIW - V-5624-80	\$497.20	\$478.94	\$443.15	\$392.73	\$427.00
6	ADA Compliant 26" grate only EJIW - V-5624-80	\$324.36	\$312.44	\$299.95	\$256.20	\$277.00
II. Ductile or Cast Iron Sanitary Sewer & Storm Manhole Frames & Covers					WINNER	ALTERNATE
1	Standard 26" manhole frame w/cover w/4" Rise & 24" clear opening w/City Logo					
	EJIW - 1046 (labeled SANITARY SEWER)	\$442.20	\$425.94	390.75	\$349.27	\$379.00
	EJIW - 1046 (labeled STORM)	\$442.20	\$425.94	390.75	\$349.27	\$379.00

2	Standard 26" manhole frame w/cover w/7" Rise & 24" clear openign w/City Logo					
	EJIW - 1045 (labeled SANITARY SEWER)	\$456.31	\$439.53	401.62	\$360.41	\$392.00
	EJIW - 1045 (labeled STORM)	\$456.31	\$439.53	401.62	\$360.41	\$392.00
3	Standard 26" manhole cover only w/City Logo					
	EJIW - 1040 (labeled SANITARY SEWER)	\$211.68	\$203.90	198.15	\$167.20	\$185.00
	EJIW - 1040 (labeled STORM)	\$211.68	\$203.90	198.15	\$167.20	\$185.00
						Alternate
4	ERGO 1040hinged 26" manhole frame & cover w/4" Rise & 24" clear opening w/City Logo					
	EJIW - 1040 (labeled SANITARY SEWER)	\$630.20	\$607.03	\$560.62	\$497.76	\$540.00
	EJIW - 1040 (labeled STORM)	\$630.20	\$607.03	\$560.62	\$497.76	\$540.00
	EJIW 1013 Accessory "T" handle key tool	\$30.00	\$21.00	\$26.80	\$17.50	\$20.00
5	Reversible 26" manhole frame w/cover w/24" clear opening					
	EJIW-V-1600-3(labeled SANITARY SEWER)	\$369.47	\$355.88	\$334.75	\$291.83	\$317.00
	EJIW - V-1600-3 (labeled STORM)	\$369.47	\$355.88	\$334.75	\$291.83	\$317.00
6	Reversible 26" manhole cover only					
	EJIW-V-1600-3(labeled SANITARY SEWER)	\$197.34	\$190.10	\$190.15	\$155.87	\$170.00
	EJIW-V-1600-3(labeled STORM)	\$197.34	\$190.10	\$190.15	\$155.87	\$170.00
7	23.5" X 1" Poly Manhole Riser Ring	NO BID	\$64.39	NO BID	NO BID	NO BID
8	23.5" X 1.5" Poly Manhole Riser Ring	NO BID	\$93.08	NO BID	NO BID	NO BID
9	23.5" X 2" Poly Manhole Riser Ring	NO BID	\$119.21	NO BID	NO BID	NO BID
10	26" X 1" Poly Manhole Riser Ring	NO BID	NO BID	NO BID	NO BID	NO BID
11	26" X 1.5" Poly Manhole Riser Ring	NO BID	NO BID	NO BID	NO BID	NO BID
12	26" X 2" Poly Manhole Riser Ring	NO BID	NO BID	NO BID	NO BID	NO BID
			WINNER 7-9			

III. Infra-Riser Multi-Purpose Rubber Composite Adjustment Risers (24"ID X 36" OD)						WINNER	ALTERNATE
1	1" Flat Round	EJIW	NO BID	NO BID	\$66.51	\$52.80	\$59.00
	1" Tapered Round (.5 to 1")	EJIW	NO BID	\$61.20	\$63.96	\$50.18	\$55.00
2	1 1/2" Flat Round	EJIW	NO BID	NO BID	\$89.46	\$76.32	\$85.00
	1 1/2" Tapered Round (1.0" to 1.5")	EJIW	NO BID	\$73.35	\$73.65	\$60.12	\$66.00
3	2" Flat Round	EJIW	NO BID	NO BID	\$115.37	\$97.75	\$108.00
	2" Tapered round (1.0" to 2.0")	EJIW	NO BID	\$93.08	\$94.46	\$76.32	\$86.00
IV. Ductile or Cast Iron Valve Boxes (w/out set screws)						WINNER	ALTERNATE
1	18" - 24" height valve box	price brand p/n	NO BID	NO BID	\$152.49 EJ 85501922	\$53.00 Sigma VB261	\$145.00 EJIW
2	24" - 36" height valve box	price brand p/n	NO BID	NO BID	\$192.34 EJ 85502737	\$78.00 Sigma VB262	\$183.00 EJIW
V. Ductile or Cast Iron Valve Box Risers						WINNER	ALTERNATE
1	2"	price brand p/n	\$43.91 EJIW 8500H	NO BID	\$48.84 85008020	\$16.00 Proselect	\$38.00 EJIW
VI. Ductile or cast iron valve box lids labeled with "Water" or "Sewer"						WINNER	ALTERNATE
1	Standard lid	price brand p/n	\$28.50 EJIW 6800	\$27.50 East Jordan 6800001	\$37.00 6800001	\$12.50 Proselect IVB110	\$25.00 EJIW
VII. Ductile or Cast Iron Cleanout & Covered labeled "Sewer" and City of Gulfport Lettering						WINNER	ALTERNATE
1	Cleanout Ring	EJIW - V-8503	\$31.61	\$30.45	\$34.36	\$24.97	\$28.00

2	Cleanout Cover	EJIW - V-8503	\$25.77	\$24.83	\$34.86	\$20.36	\$23.00
3	Cleanout Ring & Cover	EJIW - V8503 ASSY	\$57.38	\$55.30	\$54.22	\$45.33	\$51.00
4	Concrete Pad for cleanout ring and cover		\$27.50	NO BID	NO BID	\$14.00	\$19.00
						WINNER	
1	Small w/lid	price brand p/n	NO BID	NO BID	NO BID	\$ 50.00 Sigma SMB382	NO BID
2	Large w/lid	price brand p/n	NO BID	NO BID	NO BID	\$ 145.00 Sigma SMB381	NO BID
IX. Meter box lids only (metal)						WINNER	
1	Small (19 1/8" X 9 3/4")	price brand p/n	NO BID	NO BID	NO BID	\$ 24.00 Sigma SMB3821	NO BID
2	Large - oval type	price brand p/n	NO BID	NO BID	NO BID	NO BID	NO BID
3	Large - square type	price brand p/n	NO BID	NO BID	NO BID	NO BID	NO BID

Ferguson Waterworks
14231 Seaway Rd Unit B-5
228-863-2757 Office
228-863-6587 Fax
Catrina.walker@ferguson.com

Consolidated Pipe
10250 Larkin Smith Dr.
228-304-0025 Office
228-389-8889 Fax
William.turner@cspipe.com

Southern Pipe&Supply
2202 34th St.
228-863-2505 Office
Jesse.locke@southernpipe.com

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDED BID FOR “TERM CONTRACT GROUP J1 – WATER & SEWER LINE SUPPLIES”, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND COBURN SUPPLY COMPANY, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group J1 – Water & Sewer Line Supplies) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and six (6) bids were received on the commodity noted above, with COBURN SUPPLY COMPANY, INC. of Gulfport, Mississippi, being the low bidder for those items noted on the bid tabulation sheet under the COBURN SUPPLY COMPANY, INC. name and shaded in gray, as referenced in the Memorandum of Connie Debenport, CPPB, Purchasing Manager, and tabulation sheet which is attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is attached hereto as Exhibit “B”.

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

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

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “B” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2021.

APPROVED:

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Britney Soules , Procurement Specialist

Date: December 2, 2021

Ref: Term Contract Group J-1 – Water & Sewer Line Supplies

Contract Period 01/01/2022 thru 12-31-2022

Renewable Period 01/01/2023 thru 12/31/2023

I have reviewed the bids received on the above referenced group and recommend acceptance of the lowest and best bids as indicated by the highlighted and designated areas in each column. The primary winner is highlighted in a darker grey and the alternate will be highlighted in a lighter shade of grey. I have attached a tabulation sheet for your review and approval.

Thank you for your consideration.

Group J1 - Water & Sewer Line Supplies							
Contract Period 01-01-22 through 12-31-22							
Renewable Option 01-01-23 through 12-31-23							
		Southern Waterworks Supply	Southern Pipe& Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
I.	Municipal service tubing Copper tube size OD ASTM D-2737-SDR9 (PE3408) Drisco pipe or equal						
1	¾" per ft Brand	\$0.34 Diamond	\$0.34 ADS	\$0.35 Charter	\$0.34 ADS	NO BID	\$0.34 ADS
2	1" per ft Brand	\$0.55 Diamond	\$0.55 ADS	\$0.52 Charter	\$0.55 ADS	NO BID	\$0.55 ADS
3	1 ½" per ft Brand	\$1.14 Diamond	\$1.14 ADS	\$0.95 Charter	\$1.14 ADS	NO BID	\$1.13 ADS
4	2" per ft Brand	\$1.95 Diamond	\$1.95 ADS	\$1.69 Charter	\$1.95 ADS	NO BID	\$1.94 ADS
II.	PVC Pressure Pipe						
1	4" per lft Brand	\$5.64 Diamond	\$5.34 Sanderson	NO BID	POA	NO BID	\$8.61 NAPCO
2	6" per lft Brand	\$11.50 Diamond	\$10.89 Sanderson	NO BID	POA	NO BID	\$15.35 SP/NAPCO
3	8" per lft Brand	\$19.70 Diamond	\$18.68 Sanderson	NO BID	POA	NO BID	\$26.30 SP/NAPCO
4	10" per lft Brand	\$35.00 Diamond	\$28.03 Sanderson	NO BID	POA	NO BID	\$45.28 SP/NAPCO
5	12" per lft Brand	\$59.00 Diamond	\$39.48 Sanderson	NO BID	POA	NO BID	\$58.29 SP/NAPCO
6	16" per lft Brand	NO BID	NO BID	NO BID	POA	NO BID	\$146.55 SP/NAPCO

Group J1 - Water & Sewer Line Supplies								
Contract Period 01-01-22 through 12-31-22								
Renewable Option 01-01-23 through 12-31-23								
			Southern Waterworks Supply	Southern Pipe& Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
III.	PVC Sewer Pipe - Gravity Flow							
1	4"	per lft Brand	\$ 3.30 Diamond	\$ 2.90 Sanderson	NO BID	POA	NO BID	\$4.68 Sanderson/NAPCO
2	6"	per lft Brand	\$ 6.94 Diamond	\$ 6.48 Sanderson	NO BID	POA	NO BID	\$9.13 SP/NAPCO
3	8"	per lft Brand	\$ 12.47 Diamond	\$ 11.72 Sanderson	NO BID	POA	NO BID	\$16.51 SP/NAPCO
4	10"	per lft Brand	\$ 23.00 Diamond	\$ 18.25 Sanderson	NO BID	POA	NO BID	\$29.48 SP/NAPCO
5	12"	per lft Brand	\$ 31.00 Diamond	\$ 26.23 Sanderson	NO BID	POA	NO BID	\$38.77 SP/NAPCO
1	PVC Sewer Pipe - Force Main 4"							
1	4"	per lft Brand	\$ 6.00 Diamond	\$ 5.34 Sanderson	NO BID	POA	NO BID	NO BID
2	6"	per lft Brand	\$ 12.00 Diamond	\$ 10.89 Sanderson	NO BID	POA	NO BID	NO BID
3	8"	per lft Brand	\$ 21.00 Diamond	\$ 18.68 Sanderson	NO BID	POA	NO BID	NO BID
4	10"	per lft Brand	\$ 37.00 Diamond	\$ 28.03 Sanderson	NO BID	POA	NO BID	NO BID
5	12"	per lft Brand	\$ 61.00 Diamond	\$ 39.48 Sanderson	NO BID	POA	NO BID	NO BID

Group J1 - Water & Sewer Line Supplies
Contract Period 01-01-22 through 12-31-22
Renewable Option 01-01-23 through 12-31-23

		Southern Waterworks Supply	Southern Pipe & Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
IV.	PVC Sewer Fittings SDR35 Glue type						
1	4" sleeve ea Brand	NO BID	\$1.54 Multi-Fitting	NO BID	\$2.17 Multi	NO BID	\$3.14 S&A
2	6" sleeve ea Brand	NO BID	\$5.70 Multi-Fitting	NO BID	\$7.93 Multi	NO BID	\$8.81 S&A
3	8" sleeve ea Brand	NO BID	NO BID Multi-Fitting	NO BID	\$24.68 Multi	NO BID	\$27.50 S&A
4	4" with a 1/16" bend 22.5° ea Brand	NO BID	\$2.60 Multi-Fitting	NO BID	\$3.61 Multi	NO BID	\$4.54 S&A
5	6" with a 1/16" bend 22.5° ea Brand	NO BID	\$11.32 Multi-Fitting	NO BID	\$15.77 Multi	NO BID	\$17.05 S&A
6	8" with a 1/16" bend 22.5° ea Brand	NO BID	NO BID Multi-Fitting	NO BID	\$40.76 Multi	NO BID	\$44.10 S&A
7	4" with a 1/8" bend 45° ea Brand	NO BID	\$2.20 Multi-Fitting	NO BID	\$3.26 Multi	NO BID	\$4.25 S&A
8	6" with a 1/8" bend 45° ea Brand	NO BID	\$9.30 Multi-Fitting	NO BID	\$11.95 Multi	NO BID	\$14.75 S&A
9	8" with a 1/8" bend 45° ea Brand	NO BID	NO BID Multi-Fitting	NO BID	\$36.00 Multi	NO BID	\$38.75 S&A
10	4" with a 1/4" bend 90° ea Brand	NO BID	\$2.97 Multi-Fitting	NO BID	\$3.83 Multi	NO BID	\$5.00 S&A

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-22 through 12-31-22 Renewable Option 01-01-23 through 12-31-23							
		Southern Waterworks Supply	Southern Pipe & Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
11	6" with a 1/4" bend 90° ea Brand	NO BID	\$17.45 Multi-Fitting	NO BID	\$12.01 Multi	NO BID	\$13.25 S&A
12	4" bell cap ea Brand	NO BID	\$1.36 Multi-Fitting	NO BID	\$1.90 Multi	NO BID	\$3.00 S&A
13	6" bell cap ea Brand	NO BID	\$4.99 Multi-Fitting	NO BID	\$6.95 Multi	NO BID	\$8.30 S&A
14	8"x 6" saddle "PVC" WYE ea Brand	NO BID	NO BID Multi-Fitting	NO BID	\$43.80 Multi	NO BID	\$36.15 S&A
15	6"x 4" reducers ea Brand	NO BID	\$7.55 Multi-Fitting	NO BID	\$10.54 Multi	NO BID	\$12.00 S&A
16	8"x 6" reducers ea Brand	NO BID	NO BID Multi-Fitting	NO BID	\$44.59 Multi	NO BID	\$48.90 S&A
17	4" clean out w/o plug SW-MPT ea Brand	NO BID	NO BID Multi-Fitting	NO BID	\$4.36 Multi	NO BID	\$6.10 S&A
18	4" clean out plug MPT ea Brand	NO BID	\$1.95 Multi-Fitting	NO BID	\$2.59 Multi	NO BID	\$4.00 S&A
19	4" clean out w/ plug ea Brand	NO BID	\$4.31 Multi-Fitting	NO BID	\$6.95 Multi	NO BID	\$13.00 S&A
20	6" clean out w/o plug SW-MPT ea Brand	NO BID	NO BID Multi-Fitting	NO BID	\$20.38 Multi	NO BID	\$23.00 S&A
21	6" clean out plug MPT ea Brand	NO BID	\$9.13 Multi-Fitting	NO BID	\$13.18 Multi	NO BID	\$15.00 S&A

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-22 through 12-31-22 Renewable Option 01-01-23 through 12-31-23							
		Southern Waterworks Supply	Southern Pipe& Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
22	6" clean out w/ plug ea Brand	NO BID	\$23.77 Multi-Fitting	NO BID	\$33.96 Multi	NO BID	\$42.10 S&A
23	6" WYE (Inline) ea Brand	NO BID	\$18.27 Multi-Fitting	NO BID	\$25.97 Multi	NO BID	\$29.00 S&A
V.	Ductile Iron Pressure Main Ductile Iron Pipe						
1	4" Mechanical Joint per lft Brand	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	4" Slip Joint per lft Brand	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
2	6" Mechanical Joint per lft Brand	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	6" Slip Joint per lft Brand	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
3	8" Mechanical Joint per lft Brand	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	8" Slip Joint per lft Brand	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
4	10" Mechanical Joint per lft Brand	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	10" Slip Joint per lft Brand	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
5	12" Mechanical Joint per lft Brand	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	12" Slip Joint per lft Brand	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID

Group J1 - Water & Sewer Line Supplies								
Contract Period 01-01-22 through 12-31-22								
Renewable Option 01-01-23 through 12-31-23								
			Southern Waterworks Supply	Southern Pipe& Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
6	16" Mechanical Joint	per lft Brand	NO BID	NO BID Sigma	NO BID	NO BID	NO BID	NO BID
	16" Slip Joint	per lft Brand	NO BID	NO BID Sigma	NO BID	NO BID	NO BID	NO BID
VI.	Ductile Iron Fittings - ANSI / AWWA C153 / A21.53-84 Tees							
1	4 x 4" MJ	ea Brand	\$71.93 STAR	\$97.63 Sigma	NO BID	\$70.45 Tyler	\$91.69 SIP	\$83.35 T.U
2	6 x 4" MJ	ea Brand	\$119.74 STAR	\$162.51 Sigma	NO BID	\$117.28 Tyler	\$152.64 SIP	\$138.76 T.U
3	6 x 6" MJ	ea Brand	\$128.00 STAR	\$174.93 Sigma	NO BID	\$126.11 Tyler	\$164.30 SIP	\$147.50 T.U
4	8 x 4" MJ	ea Brand	\$140.00 STAR	\$188.89 Sigma	NO BID	\$136.42 Tyler	\$177.55 SIP	\$165.35 T.U
5	8 x 6" MJ	ea Brand	\$159.66 STAR	\$216.68 Sigma	NO BID	\$156.37 Tyler	\$203.52 SIP	\$184.75 T.U
6	8 x 8" MJ	ea Brand	\$192.92 STAR	\$261.83 Sigma	NO BID	\$190.84 Tyler	\$245.92 SIP	\$223.35 T.U
7	12 x 4" MJ	ea Brand	\$280.00 STAR	\$353.81 Sigma	NO BID	\$255.33 Tyler	\$332.31 SIP	\$302.00 T.U
8	12 x 6" MJ	ea Brand	\$280.00 STAR	\$353.81 Sigma	NO BID	\$257.88 Tyler	\$332.31 SIP	\$302.00 T.U
9	12 x 8" MJ	ea Brand	\$305.00 STAR	\$406.86 Sigma	NO BID	\$296.54 Tyler	\$382.13 SIP	\$347.25 T.U
10	12 x 12" MJ	ea Brand	\$375.00 STAR	\$521.40 Sigma	NO BID	\$380.02 Tyler	\$489.72 SIP	\$445.10 T.U

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-22 through 12-31-22 Renewable Option 01-01-23 through 12-31-23							
		Southern Waterworks Supply	Southern Pipe& Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
	Elbows - 22.5° Degree bends						
11	4" MJ Brand	ea \$43.24 STAR	\$58.69 Sigma	NO BID	\$42.35 Tyler	\$55.12 SIP	\$51.25 T.U
12	6" MJ Brand	ea \$66.11 STAR	\$89.73 Sigma	NO BID	\$64.69 Tyler	\$84.27 SIP	\$78.50 T.U
13	8" MJ Brand	ea \$103.50 STAR	\$140.51 Sigma	NO BID	\$101.30 Tyler	\$131.97 SIP	\$122.35 T.U
14	12" MJ Brand	ea \$250.00 STAR	\$271.43 Sigma	NO BID	\$195.63 Tyler	\$254.00 SIP	\$231.35 T.U
	Elbows - 45 Degree bends						
15	4" MJ Brand	ea \$45.73 STAR	\$62.07 Sigma	NO BID	\$44.75 Tyler	\$58.30 SIP	\$54.30 T.U
16	6" MJ Brand	ea \$72.76 STAR	\$98.76 Sigma	NO BID	\$71.27 Tyler	\$92.75 SIP	\$86.40 T.U
17	8" MJ Brand	ea \$106.00 STAR	\$143.90 Sigma	NO BID	\$103.85 Tyler	\$135.15 SIP	\$125.90 T.U
18	12" MJ Brand	ea \$245.00 STAR	\$310.36 Sigma	NO BID	\$223.97 Tyler	\$291.50 SIP	\$264.35 T.U
	Elbows - 90 Degree bends						
19	4" MJ Brand	ea \$54.88 STAR	\$74.50 Sigma	NO BID	\$53.75 Tyler	\$69.96 SIP	\$65.15 T.U
20	6" MJ Brand	ea \$89.80 STAR	\$121.89 Sigma	NO BID	\$87.96 Tyler	\$114.48 SIP	\$106.65 T.U
21	8" MJ Brand	ea \$129.70 STAR	\$176.06 Sigma	NO BID	\$126.92 Tyler	\$165.36 SIP	\$150.25 T.U
22	12" MJ Brand	ea \$305.00 STAR	\$375.26 Sigma	NO BID	\$270.80 Tyler	\$352.45 SIP	\$320.30 T.U

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-22 through 12-31-22 Renewable Option 01-01-23 through 12-31-23							
		Southern Waterworks Supply	Southern Pipe & Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
23	Crosses 4 x 4" MJ ea Brand	\$160.00 STAR	\$207.66 Sigma	NO BID	\$149.86 Tyler	\$195.04 SIP	\$177.20 T.U
24	6 x 4" MJ ea Brand	\$180.00 STAR	\$227.41 Sigma	NO BID	\$164.11 Tyler	NO BID SIP	\$194.15 T.U
25	6 x 6" MJ ea Brand	\$205.00 STAR	\$254.50 Sigma	NO BID	\$183.66 Tyler	\$239.03 SIP	\$217.15 T.U
26	8 x 6" MJ ea Brand	\$215.00 STAR	\$264.09 Sigma	NO BID	\$190.58 Tyler	\$248.04 SIP	\$225.50 T.U
27	8 x 8" MJ ea Brand	\$240.00 STAR	\$277.63 Sigma	NO BID	\$200.35 Tyler	\$260.76 SIP	\$237.00 T.U
	Reducers - Spigot Both Ends						
28	6 x 4" ea Brand	NO BID	\$85.77 Sigma	NO BID	\$61.90 Tyler	\$80.56 SIP	\$75.00 T.U
29	8 x 4" ea Brand	NO BID	\$127.53 Sigma	NO BID	\$92.03 Tyler	\$119.78 SIP	\$111.58 T.U
30	8 x 6" ea Brand	NO BID	\$134.30 Sigma	NO BID	\$97.89 Tyler	\$126.14 SIP	\$117.45 T.U
31	12 x 6" ea Brand	NO BID	\$222.33 Sigma	NO BID	\$160.44 Tyler	\$208.82 SIP	\$189.70 T.U
32	12 x 8" ea Brand	NO BID	\$228.54 Sigma	NO BID	\$164.93 Tyler	\$214.65 SIP	\$195.00 T.U

Group J1 - Water & Sewer Line Supplies							
Contract Period 01-01-22 through 12-31-22							
Renewable Option 01-01-23 through 12-31-23							
		Southern Waterworks Supply	Southern Pipe& Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
	Reducers - Spigot to MJ						
33	6 x 4" ea Brand	\$66.00 STAR	NO BID	NO BID	\$52.94 Tyler	\$68.90 SIP	NO BID T.U
34	8 x 4" ea Brand	\$99.00 STAR	NO BID	NO BID	\$88.37 Tyler	\$115.01 SIP	NO BID T.U
35	8 x 6" ea Brand	\$105.00 STAR	NO BID	NO BID	\$175.92 Tyler	\$104.41 SIP	NO BID T.U
36	12 x 6" ea Brand	\$175.00 STAR	NO BID	NO BID	\$175.92 Tyler	\$228.96 SIP	NO BID T.U
37	12 x 8" ea Brand	\$184.00 STAR	NO BID	NO BID	\$138.05 Tyler	\$179.67 SIP	NO BID T.U
	Reducers - MJ Both Ends						
38	6 x 4" ea Brand	\$51.30 STAR	\$71.10 Sigma	NO BID	\$51.31 Tyler	\$66.78 SIP	\$62.20 T.U
39	8 x 4" ea Brand	\$71.10 STAR	\$96.50 Sigma	NO BID	\$69.64 Tyler	\$90.63 SIP	\$84.40 T.U
40	8 x 6" ea Brand	\$74.52 STAR	\$103.27 Sigma	NO BID	\$74.53 Tyler	\$96.99 SIP	\$90.35 T.U
41	12 x 6" ea Brand	\$125.80 STAR	\$174.37 Sigma	NO BID	\$125.82 Tyler	\$163.77 SIP	\$152.50 T.U
42	12 x 8" ea Brand	\$128.27 STAR	\$177.76 Sigma	NO BID	\$128.28 Tyler	\$166.95 SIP	\$155.50 T.U
43	12 x 10" ea Brand	\$160.00 STAR	\$212.00 Sigma	NO BID	\$142.53 Tyler	\$185.50 SIP	NO BID T.U

Group J1 - Water & Sewer Line Supplies							
Contract Period 01-01-22 through 12-31-22							
Renewable Option 01-01-23 through 12-31-23							
		Southern Waterworks Supply	Southern Pipe& Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
	Sleeves - Solid (12" length)						
44	4" MJ Brand	ea \$46.42 STAR	\$66.03	NO BID	\$47.65 Tyler	\$62.01 SIP	\$57.75 T.U
45	6" MJ Brand	ea \$79.81 STAR	\$110.60 Sigma	NO BID	\$79.81 Tyler	\$103.88 SIP	\$96.75 T.U
46	8" MJ Brand	ea \$128.27 STAR	\$177.76 Sigma	NO BID	\$128.28 Tyler	\$166.95 SIP	\$151.70 T.U
47	12" MJ Brand	ea \$210.87 STAR	\$286.10 Sigma	NO BID	\$206.57 Tyler	\$268.71 SIP	\$242.30 T.U
48	16" MJ Brand	ea \$500.00 STAR	\$546.80 Sigma	NO BID	\$394.60 Tyler	\$513.57 SIP	\$462.80 T.U
	Blank Plug with 2" Tap (Pipe threads)						
49	4" MJ Brand	ea \$46.42 STAR	\$64.35 Sigma	NO BID	\$46.42 Tyler	\$60.42 SIP	\$56.25 T.U
50	6" MJ Brand	ea \$68.00 STAR	\$94.25 Sigma	NO BID	\$68.01 Tyler	\$88.51 SIP	\$82.40 T.U
51	8" MJ Brand	ea \$90.80 STAR	\$125.85 Sigma	NO BID	\$90.72 Tyler	\$118.19 SIP	\$110.00 T.U
52	12" MJ Brand	ea \$150.00 STAR	\$194.11 Sigma	NO BID	\$140.08 Tyler	\$182.32 SIP	\$165.50 T.U

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-22 through 12-31-22 Renewable Option 01-01-23 through 12-31-23							
		Southern Waterworks Supply	Southern Pipe & Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
VII.	Retaining Glands (mega-lug design) - Retainers						
1	4" MJ Brand	\$34.47 STAR	\$42.41 Sigma	NO BID	\$36.70 Tyler	\$39.82 Ford	\$41.65 T.U
2	6" MJ Brand	\$43.16 STAR	\$52.40 Sigma	NO BID	\$45.95 Tyler	\$49.83 Ford	\$52.00 T.U
3	8" MJ Brand	\$58.22 STAR	\$71.40 Sigma	NO BID	\$61.98 Tyler	\$67.24 Ford	\$70.15 T.U
4	12" MJ Brand	\$117.00 STAR	\$136.47 Sigma	NO BID	\$113.26 Tyler	\$116.05 Ford	\$123.50 T.U
5	16" MJ Brand	\$241.13 STAR	\$321.63 Sigma	NO BID	\$233.35 Tyler	\$233.92 Ford	\$245.50 T.U
VIII.	Bolts and Gaskets						
	Bolts						
1	MJ Lock Bolts "Anti Rotation" Brand p/100	NO BID	\$402.86 Sigma	NO BID	Proselect NO BID	NO BID	NO BID
2	Bolt (3/4" X 3 1/3") MJ Brand p/100	NO BID	\$242.86 Sigma	NO BID	Proselect NO BID	NO BID	NO BID
3	Bolt (3/4" X 4") MJ Brand p/100	NO BID	NO BID	NO BID	Proselect \$120.00	NO BID	NO BID

Group J1 - Water & Sewer Line Supplies								
Contract Period 01-01-22 through 12-31-22								
Renewable Option 01-01-23 through 12-31-23								
			Southern Waterworks Supply	Southern Pipe& Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
	Gaskets							
4	4" MJ	Per 50 Brand	NO BID	NO BID	NO BID	\$ 237.50 Proselect	\$ 312.00 SIP	\$ 295.00 T.U
	4" Transition	Per 50 Brand	NO BID	NO BID	NO BID	\$ 285.00 Proselect	\$ 338.00 SIP	\$ 320.00 T.U
5	6" MJ	Per 50 Brand	NO BID	NO BID	NO BID	\$ 237.50 Proselect	\$ 312.00 SIP	\$ 295.00 T.U
	6" Transition	Per 50 Brand	NO BID	NO BID	NO BID	\$ 346.10 Proselect	\$ 364.00 SIP	\$ 597.50 T.U
6	8" MJ	Per 50 Brand	NO BID	NO BID	NO BID	\$ 296.65 Proselect	\$ 338.00 SIP	\$ 320.00 T.U
	8" Transition	Per 50 Brand	NO BID	NO BID	NO BID	\$ 478.90 Proselect	\$ 520.00 SIP	\$ 492.50 T.U
7	12" MJ	Per 50 Brand	NO BID	NO BID	NO BID	\$ 478.90 Proselect	\$ 520.00 SIP	\$ 492.50 T.U
	12" Transition	Per 50 Brand	NO BID	NO BID	NO BID	\$ 666.65 Proselect	\$ 650.00 SIP	\$ 1,070.00 T.U
8	16" MJ	Per 50 Brand	NO BID	NO BID	NO BID	\$ 790.55 Proselect	\$ 884.00 SIP	\$ 837.50 T.U
	16" Transition	Per 50 Brand	NO BID	NO BID	NO BID	NO BID Proselect	NO BID SIP	NO BID T.U

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-22 through 12-31-22 Renewable Option 01-01-23 through 12-31-23							
		Southern Waterworks Supply	Southern Pipe & Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
VIX.	Gate Valves 3" thru 16" - For Water and other liquids Gate Valve - MJ						
1	3" Mueller or M&H Brand ea	NO BID	M&H \$351.75	Mueller \$352.00	Mueller \$358.14	M&H \$352.50	M&H \$412.75
2	4" Mueller or M&H Brand ea	NO BID	M&H \$392.95	Mueller \$394.00	Mueller \$400.19	M&H \$393.91	M&H \$460.75
3	6" Mueller or M&H Brand ea	NO BID	M&H \$501.16	Mueller \$505.00	Mueller \$510.45	M&H \$502.67	M&H \$588.25
4	8" Mueller or M&H Brand ea	NO BID	M&H \$797.63	Mueller \$800.00	Mueller \$812.98	M&H \$800.63	M&H \$930.65
5	10" Mueller or M&H Brand ea	NO BID	M&H \$1,243.18	Mueller \$1,245.00	Mueller \$1,267.60	M&H \$1,248.42	M&H \$1,460.20
6	12" Mueller or M&H Brand ea	NO BID	M&H \$1,572.82	Mueller \$1,575.00	Mueller \$1,603.97	M&H \$1,579.71	M&H \$1,850.20
7	16" Mueller or M&H Brand ea	NO BID	M&H NO BID	Mueller \$5,200.00	Mueller \$5,255.10	M&H \$5,322.00	M&H \$6,208.00
	TAPPING Gate Valve - MJ to FL						
8	4" Mueller or M&H Brand ea	NO BID	M&H \$495.46	Mueller \$496.00	Mueller \$504.87	M&H \$499.45	M&H \$636.15
9	6" Mueller or M&H Brand ea	NO BID	M&H \$699.48	Mueller \$700.00	Mueller \$712.84	M&H \$705.53	M&H \$875.00
10	8" Mueller or M&H Brand ea	NO BID	M&H \$1,037.83	Mueller \$1,040.00	Mueller \$1,058.06	M&H \$1,047.30	M&H \$1,304.90
11	10" Mueller or M&H Brand ea	NO BID	M&H \$1,564.45	Mueller \$1,596.00	Mueller \$1,595.63	M&H \$1,579.24	M&H \$1,875.15

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-22 through 12-31-22 Renewable Option 01-01-23 through 12-31-23							
		Southern Waterworks Supply	Southern Pipe & Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
12	12" Mueller or M&H Brand ea	NO BID	M&H \$ 2,362.75	Mueller \$ 2,375.00	Mueller \$ 2,435.09	M&H \$ 2,397.00	M&H \$ 3,000.00
13	16" Mueller or M&H Brand ea	NO BID	M&H NO BID	Mueller \$ 6,000.00	Mueller \$ 6,134.02	M&H \$ 6,274.76	M&H \$ 9,235.40
	Tapping Sleeves						
14	4 x 4" JCM 412 or equal "C900" Brand ea	\$254.70 JCM	\$268.89 JCM	\$296.00 JCM	\$355.25 Powerseal	NO BID	\$275.00 JCM
	4 x 4" "CLASS 160" Brand ea	\$254.70 JCM	\$268.89 JCM	\$296.00 JCM	\$355.28 Powerseal	NO BID	\$275.00 JCM
15	6 x 4" JCM 412 or equal "C900" Brand ea	\$271.57 JCM	\$286.67 JCM	\$340.00 JCM	\$373.51 Powerseal	NO BID	\$280.00 JCM
	6 x 4" "CLASS 160" Brand ea	\$263.15 JCM	\$277.78 JCM	\$340.00 JCM	\$373.51 Powerseal	NO BID	\$290.00 JCM
16	6 x 6" JCM 412 or equal Brand ea	\$304.20 JCM	\$321.11 JCM	\$350.00 JCM	\$421.18 Powerseal	NO BID	\$312.00 JCM
	6 x 6" "CLASS 160" Brand ea	\$297.00 JCM	\$313.34 JCM	\$350.00 JCM	\$421.18 Powerseal	NO BID	\$320.00 JCM
17	8 x 4" JCM 412 or equal Brand ea	\$295.75 JCM	\$312.23 JCM	\$375.00 JCM	\$302.21 Powerseal	NO BID	\$290.00 JCM
	8 x 4" "CLASS 160" Brand ea	\$275.78 JCM	\$291.12 JCM	\$375.00 JCM	\$302.21 Powerseal	NO BID	\$312.00 JCM

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-22 through 12-31-22 Renewable Option 01-01-23 through 12-31-23							
		Southern Waterworks Supply	Southern Pipe & Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
18	8 x 6" JCM 412 or equal	ea \$312.00	\$330.00	\$385.00	\$335.22	NO BID	\$320.00
	Brand JCM	JCM	JCM	JCM	Powerseal		JCM
	8 x 6" "CLASS 160"	ea \$305.00	\$322.23	\$385.00	\$335.22	NO BID	\$330.00
	Brand JCM	JCM	JCM	JCM	Powerseal		JCM
19	8 x 8" JCM 412 or equal	ea \$396.00	\$418.88	\$418.00	\$422.86	NO BID	\$405.00
	Brand JCM	JCM	JCM	JCM	Powerseal		JCM
	8 x 8" "CLASS 160"	ea \$385.00	\$406.67	\$418.00	\$422.86	NO BID	\$417.00
	Brand JCM	JCM	JCM	JCM	Powerseal		JCM
20	10 x 4" JCM 412 or equal	ea \$320.00	\$326.66	\$398.00	\$309.84	NO BID	\$297.00
	Brand JCM	JCM	JCM	JCM	Powerseal		JCM
	10 x 4" "CLASS 160"	ea \$315.00	\$297.78	\$398.00	\$309.84	NO BID	\$325.00
	Brand JCM	JCM	JCM	JCM	Powerseal		JCM
21	10 x 6" JCM 412 or equal	ea \$335.00	\$348.88	\$398.00	\$357.64	NO BID	\$322.00
	Brand JCM	JCM	JCM	JCM	Powerseal		JCM
	10 x 6" "CLASS 160"	ea \$325.00	\$324.44	\$398.00	\$357.64	NO BID	\$350.00
	Brand JCM	JCM	JCM	JCM	Powerseal		JCM
22	10 x 8" JCM 412 or equal	ea \$425.00	\$434.44	\$490.00	\$463.86	NO BID	\$411.00
	Brand JCM	JCM	JCM	JCM	Powerseal		JCM
	10 x 8" "CLASS 160"	ea \$420.00	\$410.00	\$490.00	\$463.86	NO BID	\$435.00
	Brand JCM	JCM	JCM	JCM	Powerseal		JCM
23	12 x 4" JCM 412 or equal	ea \$330.00	\$333.33	\$498.00	\$353.42	NO BID	\$315.00
	Brand JCM	JCM	JCM	JCM	Powerseal		JCM
	12 x 4" "CLASS 160"	ea \$320.00	\$313.33	\$498.00	\$353.42	NO BID	\$335.00
	Brand JCM	JCM	JCM	JCM	Powerseal		JCM

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-22 through 12-31-22 Renewable Option 01-01-23 through 12-31-23							
		Southern Waterworks Supply	Southern Pipe & Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
24	12 x 6" JCM 412 or equal	ea Brand \$351.00 JCM	\$363.33 JCM	\$498.00 JCM	\$438.08 Powerseal	NO BID	\$340.00 JCM
	12 x 6" "CLASS 160"	ea Brand \$339.00 JCM	\$342.22 JCM	\$498.00 JCM	\$438.08 Powerseal	NO BID	\$365.00 JCM
25	12 x 8" JCM 412 or equal "C900"	ea Brand \$456.00 JCM	\$462.23 JCM	\$498.00 JCM	\$557.01 Powerseal	NO BID	\$435.00 JCM
	12 x 8" "CLASS 160"	ea Brand \$422.00 JCM	\$435.55 JCM	\$498.00 JCM	\$557.01 Powerseal	NO BID	\$465.00 JCM
26	16x6" JCM 412 or equal "C900"	ea Brand \$410.00 JCM	\$405.56 JCM	\$498.00 JCM	\$494.41 Powerseal	NO BID	\$385.00 JCM
	16 x 6" "CLASS 160"	ea Brand \$415.00 JCM	\$385.56 JCM	\$498.00 JCM	\$491.41 Powerseal	NO BID	\$405.00 JCM
27	16x8" JCM 412 or equal "C900"	ea Brand \$505.00 JCM	\$502.23 JCM	\$510.00 JCM	\$630.53 Powerseal	NO BID	\$490.00 JCM
	16 x 8" "CLASS 160"	ea Brand \$500.00 JCM	\$492.23 JCM	\$510.00 JCM	\$630.53 Powerseal	NO BID	\$500.00 JCM
X.	Brass Water Service Fittings AWWA C-800 Dual check w/Meter Nipple (Built In)						
1	3/4"	ea Brand \$57.40 McDonald	\$21.47 FORD	\$39.00 Mueller	NO BID	NO BID	NO BID JCM
2	1"	ea Brand \$107.50 McDonald	\$29.64 FORD	\$59.00 Mueller	NO BID	NO BID	NO BID JCM
3	1 1/2"	ea Brand NO BID	NO BID	\$158.00 Mueller	NO BID	NO BID	NO BID JCM
4	2"	ea Brand NO BID	NO BID	\$192.00	NO BID	NO BID	NO BID JCM

Group J1 - Water & Sewer Line Supplies
Contract Period 01-01-22 through 12-31-22
Renewable Option 01-01-23 through 12-31-23

		Southern Waterworks Supply	Southern Pipe & Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
	Dual Check w/o Meter Nipple						
1	3/4" ea Brand	NO BID	NO BID	\$52.00	\$39.53 Mueller	\$54.91 Ford	NO BID
2	1" ea Brand	NO BID	NO BID	\$100.00	\$61.49 Mueller	\$59.68 Ford	NO BID
3	1 1/2" ea Brand	NO BID	NO BID	NO BID	\$164.64 Mueller	NO BID Ford	NO BID
4	2" ea Brand	NO BID	NO BID	NO BID	\$199.13 Mueller	NO BID Ford	NO BID
	Bronze gate valves (3/4" - 2 1/2" diameter)						
1	3/4" diameter bronze gate valve ea Brand	NO BID	NO BID	NO BID	\$8.38 Matco	NO BID	NO BID
2	1" diameter bronze gate valve ea Brand	NO BID	NO BID	NO BID	\$13.40 Matco	NO BID	NO BID
3	1 1/4" diameter bronze gate valve ea Brand	NO BID	NO BID	NO BID	\$18.39 Matco	NO BID	NO BID
4	1 1/2" diameter bronze gate valve ea Brand	NO BID	NO BID	NO BID	\$22.34 Matco	NO BID	NO BID
5	2" diameter bronze gate valve "full port" ea Brand	NO BID	NO BID	NO BID	\$33.91 Matco	NO BID	NO BID
6	2 1/2" diameter bronze gate valve ea Brand	NO BID	NO BID	NO BID	\$71.50 Matco	NO BID	NO BID

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-22 through 12-31-22 Renewable Option 01-01-23 through 12-31-23							
		Southern Waterworks Supply	Southern Pipe& Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
1	Cut off valves - With Lock Wing Only (MUELLER - FORD - A.Y.MCDONALD) Ball Valve ¾" (CTS) "Pack Joint" ea	\$37.53	\$35.20	\$38.00	\$34.85	\$34.84	\$39.50
	Brand McDonald FORD Mueller Ford Ford						
2	Ball Valve 1" (MPT) "Pack Joint" ea	NO BID	\$52.48	NO BID	NO BID	\$51.94	\$57.15
	Brand McDonald FORD Mueller Ford Ford						
3	Ball Valve ¾" (FPT) "Packed Joint" ea	\$29.50	\$27.57	\$35.50	\$27.29	\$27.28	\$32.05
	Brand McDonald FORD Mueller Ford Ford						
4	Ball Valve ¾" (CTS-MPT) "Packed Joint" ea	\$61.00	\$40.28	\$61.50	\$39.88	\$56.38	\$44.50
	Brand McDonald FORD Mueller Ford Ford						
5	Ball Valve ¾" (CTS-FPT) "Packed Joint" ea	\$34.90	\$32.63	\$35.50	\$32.30	\$32.30	\$54.00
	Brand McDonald FORD Mueller Ford Ford						
6	Ball Valve ¾" (CTS-PVC) "Packed Joint" ea	\$75.50	\$39.92	NO BID	\$39.52	\$65.31	\$43.40
	Brand McDonald FORD Mueller Ford Ford						
7	Ball Valve ¾" (CTS-MSN) "Packed Joint" ea	\$39.30	\$36.83	\$43.00	\$36.45	\$36.45	\$42.15
	Brand McDonald FORD Mueller Ford Ford						
8	Ball Valve ¾" (PVC-MSN) "Packed Joint" ea	\$42.30	\$41.06	\$43.00	\$40.65	\$40.63	\$46.00
	Brand McDonald FORD Mueller Ford Ford						
9	Ball Valve 1" (CTS) "Pack Joint" ea	\$75.45	\$70.54	\$76.20	\$69.83	\$69.80	\$76.80
	Brand McDonald FORD Mueller Ford Ford						
10	Ball Valve 1" (MPT) "Pack Joint" ea	NO BID	\$61.81	\$84.00	NO BID	\$61.20	\$67.30
	Brand McDonald FORD Mueller Ford Ford						
11	Ball Valve 1" (FPT) "Packed Joint" ea	\$51.90	\$48.65	\$53.00	\$48.16	\$48.15	\$52.95
	Brand McDonald FORD Mueller Ford Ford						

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-22 through 12-31-22 Renewable Option 01-01-23 through 12-31-23							
		Southern Waterworks Supply	Southern Pipe& Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
12	Ball Valve 1" (CTS-MPT) "Packed Joint" ea Brand	NO BID McDonald	\$68.55 FORD	\$84.00 Mueller	\$78.13 Ford	\$67.85 Ford	\$74.60 Ford
13	Ball Valve 1" (CTS-FPT) "Packed Joint" ea Brand	\$61.50 McDonald	\$58.15 FORD	\$63.00 Mueller	\$57.57 Ford	\$57.55 Ford	\$66.00 Ford
14	Ball Valve 1" (CTS-PVC) "Packed Joint" ea Brand	\$113.60 McDonald	\$98.93 FORD	NO BID Mueller	\$82.27 Ford	\$97.91 Ford	\$107.70 Ford
15	Ball Valve 1' (CTS-MSN) "Packed Joint" ea Brand	\$72.10 McDonald	\$67.80 FORD	\$73.29 Mueller	\$67.11 Ford	\$67.10 Ford	\$73.80 Ford
16	Ball Valve 1" (PVC-MSN) "Packed Joint" ea Brand	\$96.86 McDonald	\$72.41 FORD	\$98.00 Mueller	NO BID Ford	\$71.68 Ford	\$78.80 Ford
17	Ball Valve 3/4" x 1" (MSN-CTS) "Packed Joint" ea Brand	\$50.65 McDonald	\$60.93 FORD	\$51.35 Mueller	\$60.31 Ford	\$60.31 Ford	\$66.35 Ford
18	Ball Valve 3/4" X 1" (FPT-CTS) "Packed Joint" ea Brand	\$58.67 McDonald	\$54.97 FORD	NO BID Mueller	\$57.57 Ford	\$54.40 Ford	\$60.00 Ford
19	Ball Valve 2" (CTS) "Packed Joint" ea Brand	\$293.65 McDonald	\$275.53 FORD	\$305.00 Mueller	NO BID Ford	\$272.70 Ford	\$265.25 Ford
20	Ball Valve 2" (MPT) "Packed Joint" ea Brand	NO BID McDonald	\$242.30 FORD	\$265.00 Mueller	NO BID Ford	\$239.90 Ford	\$262.45 Ford
21	Ball Valve 2" (FPT) "Packed Joint" ea Brand	\$210.80 McDonald	\$197.54 FORD	\$218.00 Mueller	\$220.55 Ford	\$167.35 Ford	\$184.10 Ford
22	Ball Valve 2" (CTS-MPT) "Packed Joint" ea Brand	\$256.18 McDonald	\$240.08 FORD	\$263.00 Mueller	\$237.66 Ford	\$237.63 Ford	\$261.40 Ford
23	Ball Valve 2" (CTS-FPT) "Packed Joint" ea Brand	\$237.75 McDonald	\$222.80 FORD	\$243.00 Mueller	\$205.16 Ford	\$204.90 Ford	\$225.40 Ford
24	Ball Valve 3/4", 1" CTS-3/4" MSN "Packed Joint" ea Brand	\$64.99 McDonald	NO BID FORD	NO BID Mueller	NO BID Ford	\$60.31 Ford	NO BID Ford
25	Ball Valve 5/8" (PVC-MSN) " Packed Joint" ea	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-22 through 12-31-22 Renewable Option 01-01-23 through 12-31-23							
		Southern Waterworks Supply	Southern Pipe& Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
	brand	McDonald	FORD	Mueller	Ford	Ford	Ford
26	Ball Valve 1-1/2" (CTS-FPT)"Packed Joint"	ea	NO BID	\$175.00	NO BID	NO BID	NO BID
	Brand	McDonald	FORD	Mueller	Ford	Ford	Ford

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-22 through 12-31-22 Renewable Option 01-01-23 through 12-31-23							
		Southern Waterworks Supply	Southern Pipe& Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
1	Joint Connections [Mueller / Coupling 3/4" (CTS) "Packed Joint" ea Brand	\$15.80 McDonald	\$14.93 Ford	\$16.30 Mueller	\$14.78 Ford	\$14.75 Ford	\$16.65 Ford
2	Coupling 3/4" (CTS-MPT) "Packed Joint" ea Brand	\$13.05 McDonald	\$12.26 Ford	\$13.35 Mueller	\$12.13 Ford	\$12.12 Ford	\$13.65 Ford
3	Coupling 3/4" (CTS-FPT) "Packed Joint" ea Brand	\$13.50 McDonald	\$12.89 Ford	\$14.00 Mueller	\$12.77 Ford	\$12.75 Ford	\$14.65 Ford
4	Coupling 3/4" (CTS-PVC) "Packed Joint" ea Brand	\$21.25 McDonald	\$20.18 Ford	\$21.80 Mueller	\$19.98 Ford	\$19.97 Ford	\$22.85 Ford
5	Coupling 3/4" (MPT-PVC) "Packed Joint" ea Brand	\$17.09 McDonald	\$16.22 Ford	\$17.70 Mueller	\$16.06 Ford	\$16.06 Ford	\$18.95 Ford
6	Coupling 1" (CTS) "Packed Joint" ea Brand	\$18.20 McDonald	\$17.07 Ford	\$18.50 Mueller	\$14.36 Ford	\$16.89 Ford	\$20.00 Ford
7	Coupling 1" (CTS-MPT) "Packed Joint" ea Brand	\$15.48 McDonald	\$14.51 Ford	\$15.80 Mueller	\$14.36 Ford	\$14.35 Ford	\$17.25 Ford
8	Coupling 1" (CTS-FPT) "Packed Joint" ea Brand	\$18.65 McDonald	\$17.49 Ford	\$18.00 Mueller	\$17.31 Ford	\$17.30 Ford	\$20.00 Ford
9	Coupling 1" (CTS-PVC) "Packed Joint" ea Brand	\$31.00 McDonald	\$29.15 Ford	\$31.59 Mueller	\$28.86 Ford	\$28.84 Ford	\$33.60 Ford
10	Coupling 1" (MPT-PVC) "Packed Joint" ea Brand	\$26.98 McDonald	\$25.34 Ford	\$27.50 Mueller	\$25.08 Ford	\$25.07 Ford	\$28.00 Ford
11	Coupling 1" SW "Packed Joint" ea Brand	NO BID McDonald	\$17.35 Ford	NO BID Mueller	NO BID Ford	NO BID Ford	NO BID Ford
12	Coupling 1-1/2" (CTS--MPT) "Packed Joint" ea Brand	\$42.40 McDonald	NO BID Ford	\$43.00 Mueller	NO BID Ford	NO BID Ford	NO BID Ford
13	Coupling 3/4" x 1" (CTS) "Packed Joint" ea Brand	\$18.35 McDonald	\$17.35 Ford	\$18.87 Mueller	\$17.17 Ford	\$17.17 Ford	\$20.00 Ford

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-22 through 12-31-22 Renewable Option 01-01-23 through 12-31-23							
		Southern Waterworks Supply	Southern Pipe& Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
14	Coupling 3/4" x 1" (CTS-MPT) "Packed Joint" ea Brand	\$14.20 McDonald	\$13.57 Ford	\$14.62 Mueller	\$13.43 Ford	\$13.43 Ford	\$15.00 Ford
15	Coupling 3/4" x 1" (CTS-FPT) "Packed Joint" ea Brand	\$16.30 McDonald	NO BID Ford	\$16.73 Mueller	\$24.62	\$15.03 Ford	\$18.00 Ford
16	Coupling 3/4" x 1" (CTS-PVC) "Packed Joint" ea Brand	\$30.00 McDonald	\$28.23 Ford	\$30.62 Mueller	\$27.95 Ford	\$27.94 Ford	\$31.75 Ford
17	Coupling 2" (MPT-PVC)"Packed Joint" ea Brand	\$77.00 McDonald	\$57.94 FORD	\$78.50 Mueller	NO BID Ford	NO BID Ford	\$60.15 Ford
18	Coupling 2" (CTS) "Packed Joint" ea Brand	\$82.00 McDonald	\$75.59 Ford	\$83.80 Mueller	\$76.35 Ford	\$76.34 Ford	\$82.60 Ford
19	Coupling 2" (CTS-MPT) "Packed Joint" ea Brand	\$61.50 McDonald	\$57.94 Ford	\$63.00 Mueller	\$57.35 Ford	\$57.34 Ford	\$63.85 Ford
20	Coupling 2" (CTS-FPT) "Packed Joint" ea Brand	\$64.40 McDonald	\$60.56 Ford	\$66.00 Mueller	\$59.95 Ford	\$59.93 Ford	\$68.00 Ford
21	Coupling 2" (Meter FL-MPT) w/Gaskets ea Brand	\$54.98 McDonald	\$50.61 Ford	\$56.00 Mueller	\$50.56 Ford	\$52.68 Ford	\$262.35 Ford
22	Coupling 2" (Meter FL-FPT) w/Gaskets ea Brand	\$49.80 McDonald	\$50.38 Ford	\$50.50 Mueller	\$45.80 Ford	\$47.72 Ford	\$262.35 Ford
	Miscellaneous Brass Fitting - Mueller/Ford/A.Y. McDonald						
1	Corporation 3/4"cc (MPT-CTS) "Packed Joint" ea Brand	\$28.05 Mcdonald	\$26.73 Ford	\$29.00	\$26.46 Ford	\$26.46 Ford	\$31.25 Ford
2	Corporation 1"cc (MPT-CTS) "Packed Joint" ea Brand	\$43.00 Mcdonald	\$40.44 Ford	\$44.00	\$40.03 Ford	\$40.03 Ford	\$45.00 Ford

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-22 through 12-31-22 Renewable Option 01-01-23 through 12-31-23							
		Southern Waterworks Supply	Southern Pipe& Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
3	WYE 1" X 3.4"(CTS) "Packed Joint" ea Brand	\$32.50 Mcdonald	\$30.88 Ford	\$33.45	\$30.58 Ford	\$30.58 Ford	\$40.30 Ford
4	TEE 3/4" (FPT) "Packed Jacket" ea Brand	NO BID Mcdonald	NO BID	NO BID	\$4.54 Ford	\$14.85 Ford	\$24.75 Ford
5	TEE 3/4" (CTS) "Packed Joint" ea Brand	\$38.40 Mcdonald	\$36.12 Ford	\$39.20 Mueller	\$35.76 Ford	\$35.75 Ford	\$45.40 Ford
6	TEE 1" (FPT) "Packed Joint" ea Brand	NO BID Mcdonald	NO BID	NO BID	\$8.05 Ford	\$21.19 Ford	\$31.00 Ford
7	TEE 1" (CTS) "Packed Joint" ea Brand	\$41.15 Mcdonald	\$38.65 Ford	\$42.00	\$38.26 Ford	\$38.25 Ford	\$48.00 Ford
8	Nipple 2" (All Thread / By Close) ea Brand	NO BID Mcdonald	NO BID	NO BID	\$7.38 Merit	\$10.75 Merit	NO BID
9	Nipple 3/4" (All Thread / By Close) ea Brand	NO BID Mcdonald	NO BID	NO BID	\$1.79 Merit	\$2.45 Merit	NO BID
10	Nipple 3/4" (3" Length) ea Brand	NO BID Mcdonald	NO BID	NO BID	NO BID Merit	\$4.11 Merit	NO BID
11	Meter Nipple 3/4" X 2 1/2" - long ea Brand	NO BID Mcdonald	NO BID	\$8.80	\$8.91 Rhino	NO BID Merit	NO BID
12	Meter Nipple 3/4"X 1 5/8" - short ea Brand	NO BID Mcdonald	NO BID	\$8.80	NO BID	NO BID Merit	NO BID
13	Meter Nipple 1" Long ea Brand	NO BID Mcdonald	NO BID	NO BID	NO BID	NO BID Merit	NO BID
14	Meter Riser 3/4" -12" ea Brand	NO BID Mcdonald	NO BID	NO BID	NO BID	NO BID Merit	NO BID
15	Meter Riser 3/4" – 7" ea Brand	NO BID Mcdonald	NO BID	NO BID	NO BID	NO BID Merit	NO BID
16	BIBB, 3/4" Threaded ea	NO BID	NO BID	NO BID	\$9.00	NO BID	NO BID

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-22 through 12-31-22 Renewable Option 01-01-23 through 12-31-23							
		Southern Waterworks Supply	Southern Pipe& Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
17	BIBB, ¾" Smooth Brand ea Brand General Galvanized Fittings	Mcdonald NO BID Mcdonald	NO BID	NO BID	Legend \$9.75 Legend	Merit NO BID Merit	NO BID
18	Dresser Coupling ¾" (compression) Smith Blair 522 Brand ea		NO BID	\$7.70 Telsco	\$11.16 Telsco	\$14.84 S/B	NO BID

Group J1 - Water & Sewer Line Supplies							
Contract Period 01-01-22 through 12-31-22							
Renewable Option 01-01-23 through 12-31-23							
		Southern Waterworks Supply	Southern Pipe& Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
19	Dresser Coupling 1" (compression) Smith Blair 522 ea Brand	NO BID	NO BID	\$ 9.90 Telsco	\$ 13.15 Telsco	\$ 19.20 S/B	NO BID
20	Dress Coupling 2" (compression) Smith Blair 522 ea Brand	NO BID	NO BID	\$18.80 Telsco	\$23.26 Teslco	\$38.07 S/B	NO BID
XI.	Rubber Couplings - Fernco, Mission or equal PVC to PVC						
1	4 x 4 PVC to PVC ea Brand	\$4.04 Fernco	NO BID	\$4.89 Pipe Conx	\$4.13 Fernco	\$4.22 Fernco	\$5.20 Fernco
2	4 x 6 PVC to PVC ea Brand	\$10.13 Fernco	NO BID	\$10.86 Pipe Conx	\$10.36 Fernco	\$10.59 Fernco	\$13.10 Fernco
3	6 x 6 PVC to PVC ea Brand	\$8.63 Fernco	NO BID	\$8.87 Pipe Conx	\$8.83 Fernco	\$9.02 Fernco	\$11.10 Fernco
4	6 x 8 PVC to PVC ea Brand	\$16.02 Fernco	NO BID	\$15.92 Pipe Conx	\$16.40 Fernco	\$16.76 Fernco	\$20.00 Fernco
5	8 x 8 PVC to PVC ea Brand	\$13.25 Fernco	NO BID	\$18.19 Pipe Conx	\$13.58 Fernco	\$13.89 Fernco	\$17.00 Fernco
6	10 x 10 PVC to PVC ea Brand	\$19.90 Fernco	NO BID	\$19.80 Pipe Conx	\$19.90 Fernco	\$20.85 Fernco	\$24.85 Fernco
7	12 x 12 PVC to PVC ea Brand	\$23.20 Fernco	NO BID	\$23.10 Pipe Conx	\$23.81 Fernco	\$24.33 Fernco	\$28.25 Fernco
8	4" Saddle, WYE, Rubber ea Brand	NO BID Fernco	NO BID	\$40.22 Pipe Conx	\$46.00 Fernco	NO BID	\$46.00 Fernco
	PVC to Clay						
1	4 x 4 PVC to clay ea	\$4.04	NO BID	\$4.81	\$4.13	\$4.22	\$5.20

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-22 through 12-31-22 Renewable Option 01-01-23 through 12-31-23							
		Southern Waterworks Supply	Southern Pipe & Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
	Brand	Fernco		Pipe Conx	Fernco	Fernco	Fernco
2	4 x 6 PVC to clay ea	\$10.12	NO BID	\$10.96	\$10.36	\$10.59	\$13.10
	Brand	Fernco		Pipe Conx	Fernco	Fernco	Fernco
3	6 x 6 PVC to clay ea	\$8.60	NO BID	\$8.87	\$8.83	\$9.02	\$11.10
	Brand	Fernco		Pipe Conx	Fernco	Fernco	Fernco
4	6 x 8 PVC to clay ea	\$16.00	NO BID	\$18.92	\$16.40	\$16.76	\$20.00
	Brand	Fernco		Pipe Conx	Fernco	Fernco	Fernco
5	8 x 8 PVC to clay ea	\$13.25	NO BID	\$18.19	\$13.58	\$13.88	\$17.00
	Brand	Fernco		Pipe Conx	Fernco	Fernco	Fernco
6	10 x 10 PVC to clay ea	\$20.12	NO BID	\$19.80	\$20.41	\$20.85	\$24.85
	Brand	Fernco		Pipe Conx	Fernco	Fernco	Fernco
7	12 x 12 PVC to clay ea	\$25.00	NO BID	\$25.10	\$23.81	\$24.32	\$28.25
	Brand	Fernco		Pipe Conx	Fernco	Fernco	Fernco
	PVC to Concrete						
1	4 x 4 PVC to concrete ea	\$4.36	NO BID	\$4.33	\$4.46	\$4.56	\$6.00
	Brand	Fernco		Pipe Conx	Fernco	Fernco	Fernco
2	4 x 6 PVC to concrete ea	\$10.12	NO BID	\$11.00	\$10.37	\$10.59	\$13.00
	Brand	Fernco		Pipe Conx	Fernco	Fernco	Fernco
3	6 x 6 PVC to concrete ea	\$9.53	NO BID	\$9.98	\$9.77	\$9.98	\$12.20
	Brand	Fernco		Pipe Conx	Fernco	Fernco	Fernco
4	6 x 8 PVC to concrete ea	\$ 17.60	NO BID	\$ 19.50	\$ 18.04	\$ 18.42	\$ 22.50
	Brand	Fernco		Pipe Conx	Fernco	Fernco	Fernco
5	8 x 8 PVC to concrete ea	\$ 14.32	NO BID	\$ 19.24	\$ 14.68	\$ 14.99	\$ 20.00
	Brand	Fernco		Pipe Conx	Fernco	Fernco	Fernco

Group J1 - Water & Sewer Line Supplies							
Contract Period 01-01-22 through 12-31-22							
Renewable Option 01-01-23 through 12-31-23							
		Southern Waterworks Supply	Southern Pipe& Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
XII.	Coupling - Hymax 2000 or equal						
1	4" w/overall range of 4.25" - 5.63, overall length 8.7" overall width 7.87" overall coupling middle ring 5.9" max gap between pipe 5.50" and weight 15 lb	ea Brand P/N 860-54-0108-16	\$ 170.00 \$196.93	\$188.00 860-54-9108-16	\$162.86 86054010816	168.74 42104460560031	\$ 192.20 86054010816
2	6" with overall range of 6.42"-7.68" overall length 10.8" , overall width 10.75" overall coupling middle ring 8.0", max gap between pipes 7.50" and weight 21 lb	ea Brand P/N 860-54-0163-16	\$225.00 \$261.47	\$238.00 860-54-0163-16	\$215.68 86054016316	\$222.78 42106560760031	\$ 254.60 86054016316
3	8" w/overall range of 8.54" - 9.84 overall length 10.8", overall width 12.91" overall coupling middle ring 8.0", max gap between pipes 7.50" and weight 26 lb	ea Brand P/N 860-54-0217-16	\$245.00 \$294.91	\$268.00 860-54-0217-16	\$243.51 86054021716	\$247.32 42108540985031	\$ 287.40 86054021716
XIII	Repair clamps - 3" Long						
1	¾"	ea Brand JCM	\$4.20 \$4.44	\$10.00 SB	\$6.30 Ford	\$5.45 S/B	\$ 5.25 JCM
2	1"	ea Brand JCM	\$5.25 \$5.55	\$10.00 SB	\$6.84 Ford	\$5.95 S/B	\$ 6.50 JCM
3	1 ¼"	ea Brand JCM	\$5.25 \$5.55	\$11.00 SB	\$7.09 Ford	\$6.12 S/B	\$ 6.50 JCM
4	1 ½"	ea Brand JCM	\$ 6.30 \$ 6.67	\$ 12.00 SB	\$ 7.58 Ford	\$ 6.57 S/B	\$ 6.50 JCM
5	2"	ea Brand JCM	\$7.35 \$7.78	\$13.00 SB	\$8.29 Ford	\$7.18 S/B	\$ 8.00 JCM
6	2 ½"	ea Brand JCM	NO BID JCM	\$15.00 SB	\$10.36 Ford	\$9.00 S/B	\$ 9.25 JCM
	Repair clamps - 6" Long						

Group J1 - Water & Sewer Line Supplies								
Contract Period 01-01-22 through 12-31-22								
Renewable Option 01-01-23 through 12-31-23								
			Southern Waterworks Supply	Southern Pipe& Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
1	¾"	ea	\$8.40	\$8.88	\$18.00	\$11.72	\$ 10.17	\$ 10.50
		Brand	JCM		SB	Ford	S/B	JCM
2	1"	ea	\$9.45	\$10.00	\$18.00	\$11.94	\$10.83	\$ 12.00
		Brand	JCM		SB	Ford	S/B	JCM
3	1 ¼"	ea	\$10.50	\$11.12	\$20.00	\$12.58	\$11.41	\$ 12.00
		Brand	JCM		SB	Ford	S/B	JCM
4	1 ½"	ea	\$10.50	\$11.12	\$22.00	\$13.05	\$12.40	\$ 13.25
		Brand	JCM		SB	Ford	S/B	JCM
5	2"	ea	\$14.70	\$15.56	\$23.00	\$14.99	\$14.03	\$ 13.25
		Brand	JCM		SB	Ford	S/B	JCM
6	2 ½"	ea	NO BID	NO BID	\$24.00	\$18.88	\$17.98	\$ 17.75
		Brand	JCM	JCM	SB	Ford	S/B	JCM
1	Full Circle Repair Clamps - JCM - 7 1/2"							
	2"	ea	\$70.52	\$74.50	\$80.00	\$39.17	\$51.17	\$ 54.20
	Range(s)	ea	\$70.52	\$74.50	\$99.00	NO BID	\$55.59	\$ 57.60
		Brand	JCM	JCM		Powerseal	S/B	Ford
2	3"	ea	NO BID	NO BID	\$85.00	\$44.73	\$53.24	\$ 58.90
	Range(s)	ea	\$81.00	\$85.56	\$85.00	\$44.73	\$51.95	\$ 58.90
		ea	\$81.00	\$85.56	\$85.00	\$44.73	\$53.24	\$ 58.90
		ea	NO BID	NO BID	\$85.00	\$44.73	\$55.15	\$ 61.00
		Brand	JCM	JCM		Powerseal	S/B	Ford
3	4"	ea	\$88.00	\$93.34	\$86.00	\$47.74	\$57.10	\$ 61.00
	Range(s)	ea	\$88.00	\$93.34	\$100.00	\$47.74	\$61.92	\$ 67.40
		ea	\$88.00	\$93.34	\$100.00	\$47.74	\$62.61	\$ 67.40
		ea	\$88.00	\$93.34	\$100.00	\$47.74	\$63.39	\$ 67.40
		Brand	JCM	JCM		Powerseal	S/B	Ford
4	6"							
	Range(s)	ea	\$104.00	\$112.23	\$101.00	\$51.69	\$65.11	\$ 72.70
		ea	\$104.00	\$112.23	\$101.00	\$51.69	\$68.19	\$ 72.70

Group J1 - Water & Sewer Line Supplies									
Contract Period 01-01-22 through 12-31-22									
Renewable Option 01-01-23 through 12-31-23									
			Southern Waterworks Supply	Southern Pipe& Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply	
5	8"	6.84-7.24	ea	\$104.00	\$112.23	\$101.00	\$51.69	\$69.70	\$ 71.00
		7.05-7.45	ea	\$104.00	\$112.23	\$101.00	\$51.69	\$70.72	\$ 71.00
			Brand	JCM	JCM		Powerseal	S/B	Ford
		7.95-8.35	ea	\$121.60	\$132.58	\$105.00	\$58.68	\$77.19	\$ 83.25
		8.54-8.94	ea	\$121.60	\$132.58	\$105.00	\$58.68	\$80.07	\$ 83.25
		8.99-9.39	ea	\$121.60	\$132.58	\$105.00	\$58.68	\$82.62	\$ 83.25
		9.27-9.67	ea	\$ 121.60	\$ 132.58	\$105.00	\$ 58.68	\$ 85.24	\$ 81.10
6	10"	9.7-10.10	ea	NO BID	NO BID	\$105.00	\$ 58.68	\$ 90.92	\$ 81.10
			Brand	JCM	JCM		Powerseal	S/B	Ford
		11.75-12.15	ea	\$156.00	\$170.79	\$129.00	\$72.95	\$103.68	\$ 98.50
		10.64-11.04	ea	\$156.00	\$ 170.79	\$129.00	\$ 72.95	\$99.40	\$ 98.50
		11.04-11.46	ea	\$156.00	\$170.79	\$129.00	\$72.95	\$101.51	\$ 98.50
			Brand	JCM	JCM		Powerseal	S/B	Ford
7	12"	13.10-13.5	ea	\$180.40	\$196.63	\$130.00	\$76.78	\$114.49	\$ 106.10
			Brand	JCM	JCM		Powerseal	S/B	Ford
1	Full Circle Repair Clamps - JCM - 12 1/2"								
	2"	ea	\$70.52	\$74.50	\$112.00	\$56.47	\$90.89	\$ 54.20	
	Range(s)	2.35-2.63	ea	\$70.52	\$74.50	\$112.00	NO BID	\$81.79	\$ 57.60
2	3"	2.70-3.13	Brand	JCM	JCM		Powerseal	S/B	Ford
		2.97-3.25	ea	NO BID	NO BID	\$115.00	\$57.11	\$84.37	\$ 58.90
		3.46-3.70	ea	\$81.00	\$85.00	\$115.00	\$57.11	\$86.22	\$ 58.90
		3.73-4.00	ea	\$81.00	\$85.00	\$115.00	\$57.11	\$88.75	\$ 58.90
		3.96-4.25	ea	NO BID	NO BID	\$115.00	\$57.11	\$93.70	\$ 61.00
			Brand	JCM	JCM		Powerseal	S/B	Ford
3	4"		ea	\$88.00	\$93.34	\$125.00	\$58.50	\$96.39	\$ 61.00
		4.45-4.73	ea	\$88.00	\$93.34	\$125.00	\$58.50	\$96.81	\$ 67.40
		4.74-5.14	ea	\$88.00	\$93.34	\$125.00	\$58.50	\$101.90	\$ 67.40

Group J1 - Water & Sewer Line Supplies								
Contract Period 01-01-22 through 12-31-22								
Renewable Option 01-01-23 through 12-31-23								
			Southern Waterworks Supply	Southern Pipe & Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
4	6" Range(s)	4.95-5.35 ea	\$88.00	\$93.34	\$125.00	\$58.50	\$104.19	\$ 67.40
		5.22-5.62 Brand	JCM	JCM		Powerseal	S/B	Ford
		5.95-6.35 ea	\$104.00	\$112.23	\$126.00	\$81.72	\$107.88	\$ 72.70
		6.56-6.96 ea	\$104.00	\$112.23	\$126.00	\$81.72	\$109.91	\$ 72.70
		6.84-7.24 ea	\$104.00	\$112.23	\$126.00	\$81.72	\$111.50	\$ 71.00
		7.05-7.45 ea	\$104.00	\$112.23	\$126.00	\$81.72	\$113.33	\$ 71.00
5	8" Range(s)	Brand	JCM	JCM		Powerseal	S/B	Ford
		7.95-8.35 ea	\$121.60	\$132.58	\$139.00	\$94.85	\$123.68	\$ 83.25
		8.54-8.94 ea	\$121.60	\$132.58	\$139.00	\$94.85	\$128.37	\$ 83.25
		8.99-9.39 ea	\$121.60	\$132.58	\$139.00	\$94.85	\$132.29	\$ 83.25
		9.27-9.67 ea	\$121.60	\$132.58	\$139.00	\$94.85	\$136.49	\$ 81.10
		9.7-10.10 ea	NO BID	NO BID	\$139.00	\$94.85	\$148.32	\$ 81.10
6	10" Range(s)	Brand	JCM	JCM		Powerseal	S/B	Ford
		11.75-12.15 ea	\$156.00	\$170.79	\$180.00	\$103.56	\$167.49	\$ 98.50
		10.64-11.04 ea	\$156.00	\$170.79	\$180.00	\$103.56	\$154.49	\$ 98.50
		11.04-11.46 ea	\$156.00	\$170.79	\$180.00	\$103.56	\$157.70	\$ 98.50
		Brand	JCM	JCM		Powerseal	S/B	Ford
		13.10-13.5 ea	\$180.40	\$196.63	\$205.00	\$102.73	\$181.62	\$ 106.10
7	12" Range(s)	Brand	JCM	JCM		Powerseal	S/B	Ford

Group J1 - Water & Sewer Line Supplies									
Contract Period 01-01-22 through 12-31-22									
Renewable Option 01-01-23 through 12-31-23									
			Southern Waterworks Supply	Southern Pipe& Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply	
	Bell Joint Clamps								
1	4"	ea Brand	\$94.50 JCM	\$82.12 FORD	\$138.00 JCM	\$75.23 Ford	\$134.80 S/B	\$ 92.35 Ford	
2	6"	ea Brand	\$102.00 JCM	\$90.45 FORD	\$158.00 JCM	\$92.04 Ford	\$149.98 S/B	\$ 101.70 Ford	
3	8"	ea Brand	\$142.00 JCM	\$125.10 FORD	\$210.00 JCM	\$95.49 Ford	\$207.20 S/B	\$ 125.10 Ford	
4	12"	ea Brand	\$220.00 JCM	\$170.12 FORD	\$275.00 JCM	\$129.86 Ford	\$278.75 S/B	\$ 170.05 Ford	
1	Foster adapters or approved equal 4"		ea Brand	\$75.48 STAR	NO BID	NO BID	\$65.93 Infact	\$66.98 Infact	\$ 66.00 SIP
2	6"	ea Brand	\$ 93.40 STAR	NO BID	NO BID	\$82.42 Infact	\$ 85.17 Infact	\$ 86.96 SIP	
3	8"	ea Brand	\$ 135.40 STAR	NO BID	NO BID	\$ 119.54 Infact	\$ 126.07 Infact	\$ 123.00 SIP	
4	12"	ea Brand	\$204.37 STAR	NO BID	NO BID	\$180.36 Infact	\$188.83 Infact	\$ 190.95 SIP	
XIV.	Cast Iron Saddles-Baker, Ford, Smith Blair, Mueller, Rockwell with extended range to fit all pipes.								
	MAIN Size Tap Size - Cast Iron C900								
1	12"	1"cc	ea Brand	\$72.00 JCM	\$106.10 FORD	\$98.00 JCM	\$51.91 Ford	\$52.05 S/B	\$ 56.00 Ford
		2" IPT	ea Brand	\$79.00 JCM	\$116.83 FORD	\$98.00 JCM	\$63.47 Ford	\$65.58 S/B	\$ 72.20 Ford
2	10"	1" cc	ea Brand	NO BID JCM	\$90.44 FORD	\$85.00 JCM	\$41.06 Ford	\$43.80 S/B	\$ 44.25 Ford
		2" IPT	ea	NO BID	\$113.36	\$98.00	\$56.69	\$55.19	\$61.10 Ford

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-22 through 12-31-22 Renewable Option 01-01-23 through 12-31-23									
				Southern Waterworks Supply	Southern Pipe & Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
3	8"	1" cc	ea	\$ 54.63	\$ 74.61	\$ 68.00	\$ 30.51	\$ 38.91	\$ 34.80
			Brand	JCM	FORD	JCM	Ford	S/B	Ford
4	6"	2" IPT	ea	\$ 59.18	\$ 93.10	\$ 79.00	\$ 42.18	\$ 44.95	\$ 48.10
			Brand	JCM	FORD	JCM	Ford	S/B	Ford
5	4"	1"cc	ea	\$ 41.83	\$ 63.84	\$ 58.00	\$ 27.07	\$ 32.98	\$ 30.85
			Brand	JCM	FORD	JCM	Ford	S/B	Ford
6	2"	2" IPT	ea	\$ 47.95	\$ 78.66	\$ 69.00	\$ 34.57	\$ 40.48	\$ 39.40
			Brand	JCM	FORD	JCM	Ford	S/B	Ford
7	1"	1"cc	ea	\$ 37.75	\$ 55.53	\$ 53.00	\$ 24.08	\$ 29.09	\$ 27.45
			Brand	JCM	FORD	JCM	Ford	S/B	Ford
8	1"	2" IPT	ea	\$44.89	\$75.82	\$68.00	\$ 24.08	\$38.34	\$ 36.85
			Brand	JCM	FORD	JCM	Ford	S/B	Ford
9	1-1/4" -1-1/2" Service Clamp		ea	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
			Brand	JCM		JCM	Ford	S/B	
10	2" x 1cc Service Saddle		ea	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
			Brand	JCM		JCM	Ford	S/B	
11	2-1/2" x 1cc Service Saddle		ea	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
			Brand	JCM		JCM	Ford	S/B	
12	3" x 1cc Service Saddle		ea	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
			Brand	JCM		JCM		S/B	
13	10"-12" x 1cc Service Saddle		ea	NO BID	NO BID	\$ 88.00	NO BID	NO BID	NO BID
			Brand	JCM		JCM		S/B	

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-22 through 12-31-22 Renewable Option 01-01-23 through 12-31-23								
			Southern Waterworks Supply	Southern Pipe& Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
11	16" x 1cc Service Saddle	ea Brand	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
XV.	Fire hydrants/kits/brass nipples/misc.							
1	3-Way Hydrant 18" bury size 5 ¼"	ea Brand Model	NO BID	NO BID M&H 129.00	\$1,500.00 Mueller A423	NO BID	NO BID	NO BID
2	24" bury size 5 ¼"	ea Brand Model	NO BID	NO BID M&H 129.00	\$1,534.00 Mueller A423	\$1,535.00 Mueller Centurion	NO BID	NO BID
3	3' bury size 5 ¼"	ea Brand Model	NO BID	\$1,612.00 M&H 129.00	\$1,615.00 Mueller A423	\$ 1,628.00 Mueller Centurion	\$ 1,644.89 M&H 129.00	\$ 1,895.00 M&H 129
4	4' bury size 5 ¼"	ea Brand Model	NO BID	\$1,690.54 M&H 129.00	\$1,695.00 Mueller A423	\$ 1,707.85 Mueller Centurion	\$ 1,725.04 M&H 129.00	\$ 1,985.25 M&H 129
5	2-Way Hydrant 18" bury size 5 1/4"	ea Brand Model	NO BID	NO BID	\$1,343.00 Mueller A422	\$ 1,345.00 Mueller Centurion	NO BID	NO BID
6	24" bury size 5 ¼"	ea Brand Model	NO BID	NO BID	\$1,382.00 Mueller A422	\$ 1,384.00 Mueller Centurion	NO BID	NO BID
7	3' bury size 5 ¼"	ea Brand Model	NO BID	NO BID	\$ 1,456.00 Mueller A422	\$ 1,460.00 Mueller Centurion	\$ 1,490.50 M&H 129	\$ 1,666.97 M&H 129
8	4' bury size 5 ¼"	ea Brand Model	NO BID	NO BID	\$ 1,535.00 Mueller A422	\$ 1,535.00 Mueller Centurion	\$1,578.70 M&H 129	\$ 1,738.25 M&H 129
	Fire hydrant accessories:							

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-22 through 12-31-22 Renewable Option 01-01-23 through 12-31-23								
			Southern Waterworks Supply	Southern Pipe & Supply	Consolidated Pipe	Ferguson Waterworks	Central Pipe Supply	Coburns Supply
	Extension kit for 5 1/4" main valve opening. (barrel, stem, coupling, etc.)							
1	M & H 129	12"	ea	NO BID	NO BID	NO BID	NO BID	\$ 578.45
2	M & H 129	18"	ea	NO BID	NO BID	NO BID	NO BID	\$ 650.75
1	M & H 929	12"	ea	NO BID	NO BID	NO BID	NO BID	\$ 580.00
2	M & H 929	18"	ea	NO BID	NO BID	NO BID	NO BID	\$ 665.35
1	Mueller A-422	12"	ea	NO BID	NO BID	\$ 587.00	\$ 604.94	NO BID
2	Mueller A-422	18"	ea	NO BID	NO BID	\$ 665.00	\$ 685.07	NO BID
1	Mueller A-423	12"	ea	NO BID	NO BID	\$ 587.00	\$ 604.94	NO BID
2	Mueller A-423	18"	ea	NO BID	NO BID	\$ 665.00	\$ 685.07	NO BID

Southern Pipe & Supply
2202 - 34th St. Gulfport, MS 39501
228-863-2508 Office
Jesse.locke@southernpipe.com

Southern Waterworks Supply
429 Cole Rd, Hattiesburg, MS 39402
601-268-7463 Office
601-599-7463 Fax
www.southernwaterworks.com

Consolidated Pipe
10250 Larkin Smith Dr. Gulfport, MS 39503
228-304-0025 Office
228-396-8889 Fax
William.turner@CPSPipe.com

Central Pipe Supply
101 Ware St. Pearl, MS 39208
601-939-3322 Office
601-932-8944 Fax
www.centralpipe.com

Coburns Supply
2378 John Hill Blvd. Gulfport, MS 39501
225-202-7808 Office
228-864-9354 Fax
mtate@coburns.com

Ferguson Waterworks
14231 Seaway Rd. Unit B-5 Gulfport, MS 39503
228-863-2757 Office
228-863-6587 Fax
catrina.walker@ferguson.com

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMMODITY (Group J1 – Water & Sewer Line Supplies)
SUPPLIER ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2021, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and COBURN SUPPLY COMPANY, INC. (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best bid as found on the bid tabulation sheet as approved by the CITY Council (i.e., for those items noted on the bid tabulation sheet under the COBURN SUPPLY COMPANY, INC. name and shaded in gray)). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

Article II. Contract Times.

SUPPLIER must agree to commence delivery of items requested via purchase order or other written documentation of order within the time frames set out in the bid documents (i.e., bid specifications and bid proposal) (to the extent that a time frame is set out in the bid documents). Failure to make delivery within any required time frame will be justification by the CITY for termination of this Agreement.

This Contract will be effective for the period January 1, 2022 thru December 31, 2022 (“Contract Term”). It is agreed that there is one (1) optional period of one (1) year, such option period to commence upon expiration of the Contract Term (“Option Term”). Such Option Term shall be effective and exercised automatically unless, at least thirty (30) days before the end of the Contract Term, CITY or SUPPLIER notifies the other of an intent not to exercise this option and extend the Contract Term for this second one (1) year. All pricing shall remain as bid through the Option Term.

Article III. Contract Price.

CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER’s Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit “A” and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for

twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

Article V. Contract Documents.

The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

Article VI. Warranties.

SUPPLIER expressly warrants that all commodities, goods, and deliverables furnished or provided under this agreement will be new, will be free from defect in material and workmanship, and shall be free and clear of all liens, mortgages, security interests or other encumbrances. SUPPLIER further warrants that all such commodities, goods, and deliverables will conform to any specifications, drawings, statements or representations made to the CITY or otherwise appearing on the containers or labels or advertisements for such items and that any such commodities, goods, and deliverables will be adequately contained, packaged, marked and labeled. SUPPLIER also warrants that all commodities, goods, and deliverables furnished hereunder or in connection with this agreement will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. If SUPPLIER knows or has reason to know the particular purpose for which the CITY intends to use the commodities, goods, or deliverables, SUPPLIER warrants that such items will be fit for such particular purpose. SUPPLIER shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the CITY. SUPPLIER agrees to promptly replace or correct defects of any commodities, goods, or deliverables not conforming to the foregoing warranties, without expense to the CITY, when notified of such nonconformity by the CITY for up to one year after acceptance of the same, provided the CITY elects to provide the SUPPLIER the opportunity to do so. If SUPPLIER fails to correct defects in or replace nonconforming commodities, goods, or deliverables, the CITY, after reasonable notice to SUPPLIER, may make such corrections or replace such goods and services and charge SUPPLIER for the cost incurred by the CITY in doing so. SUPPLIER recognizes that the CITY's requirements may require immediate repairs, re-working, or replacement of defective commodities, goods, or deliverables, without notice to the SUPPLIER. In such event, SUPPLIER shall reimburse the CITY for the costs, delays, or other damages which the CITY has incurred. In the event of a conflict with the length or duration of any warranties involving commodities, goods, or deliverables provided or sold to the CITY in connection with this agreement and any other warranties, whichever warranty is longer in duration or tenure shall prevail.

Article VI. Miscellaneous.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, representations, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

This Agreement will be effective on January 1, 2022.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

COBURN SUPPLY COMPANY, INC.

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

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 _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDING BID FOR “TERM CONTRACT GROUP J1 – WATER & SEWER LINE SUPPLIES, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND CENTRAL PIPE SUPPLY, INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group J1 – Water & Sewer Line Supplies) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and six (6) bids were received on the commodity noted above, with CENTRAL PIPE SUPPLY, INC., of Gulfport, Mississippi, being the low bidder for those items noted on the bid tabulation sheet under the CENTRAL PIPE SUPPLY, INC. name and shaded in gray, as referenced in the Memorandum of Britney Soules, Purchasing Specialist, and tabulation sheet which is attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is attached hereto as Exhibit “B”.

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

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

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “B” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2021.

APPROVED:

MAYOR

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMMODITY (Group J1 – Water & Sewer Line Supplies)
SUPPLIER ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2021, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and CENTRAL PIPE SUPPLY, INC. (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best bid as found on the bid tabulation sheet as approved by the CITY Council (i.e., for those items noted on the bid tabulation sheet under the CENTRAL PIPE SUPPLY, INC. name and shaded in gray)). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

Article II. Contract Times.

SUPPLIER must agree to commence delivery of items requested via purchase order or other written documentation of order within the time frames set out in the bid documents (i.e., bid specifications and bid proposal) (to the extent that a time frame is set out in the bid documents). Failure to make delivery within any required time frame will be justification by the CITY for termination of this Agreement.

This Contract will be effective for the period January 1, 2022 thru December 31, 2022 (“Contract Term”). It is agreed that there is one (1) optional period of one (1) year, such option period to commence upon expiration of the Contract Term (“Option Term”). Such Option Term shall be effective and exercised automatically unless, at least thirty (30) days before the end of the Contract Term, CITY or SUPPLIER notifies the other of an intent not to exercise this option and extend the Contract Term for this second one (1) year. All pricing shall remain as bid through the Option Term.

Article III. Contract Price.

CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER’s Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit “A” and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for

twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

Article V. Contract Documents.

The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

Article VI. Warranties.

SUPPLIER expressly warrants that all commodities, goods, and deliverables furnished or provided under this agreement will be new, will be free from defect in material and workmanship, and shall be free and clear of all liens, mortgages, security interests or other encumbrances. SUPPLIER further warrants that all such commodities, goods, and deliverables will conform to any specifications, drawings, statements or representations made to the CITY or otherwise appearing on the containers or labels or advertisements for such items and that any such commodities, goods, and deliverables will be adequately contained, packaged, marked and labeled. SUPPLIER also warrants that all commodities, goods, and deliverables furnished hereunder or in connection with this agreement will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. If SUPPLIER knows or has reason to know the particular purpose for which the CITY intends to use the commodities, goods, or deliverables, SUPPLIER warrants that such items will be fit for such particular purpose. SUPPLIER shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the CITY. SUPPLIER agrees to promptly replace or correct defects of any commodities, goods, or deliverables not conforming to the foregoing warranties, without expense to the CITY, when notified of such nonconformity by the CITY for up to one year after acceptance of the same, provided the CITY elects to provide the SUPPLIER the opportunity to do so. If SUPPLIER fails to correct defects in or replace nonconforming commodities, goods, or deliverables, the CITY, after reasonable notice to SUPPLIER, may make such corrections or replace such goods and services and charge SUPPLIER for the cost incurred by the CITY in doing so. SUPPLIER recognizes that the CITY's requirements may require immediate repairs, re-working, or replacement of defective commodities, goods, or deliverables, without notice to the SUPPLIER. In such event, SUPPLIER shall reimburse the CITY for the costs, delays, or other damages which the CITY has incurred. In the event of a conflict with the length or duration of any warranties involving commodities, goods, or deliverables provided or sold to the CITY in connection with this agreement and any other warranties, whichever warranty is longer in duration or tenure shall prevail.

Article VI. Miscellaneous.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, representations, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

This Agreement will be effective on January 1, 2022.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

CENTRAL PIPE SUPPLY, INC.

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

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 _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDING BID FOR “TERM CONTRACT GROUP J1 – WATER & SEWER LINE SUPPLIES, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND CONSOLIDATED PIPE & SUPPLY COMPANY, INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group J1 – Water & Sewer Line Supplies) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and six (6) bids were received on the commodity noted above, with CONSOLIDATED PIPE & SUPPLY COMPANY, INC., of Gulfport, Mississippi, being the low bidder for those items noted on the bid tabulation sheet under the CONSOLIDATED PIPE & SUPPLY COMPANY, INC. name and shaded in gray, as referenced in the Memorandum of Connie Debenport, CPPB, Purchasing Manager, and tabulation sheet which is attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is attached hereto as Exhibit “B”.

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

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

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “B” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2021.

APPROVED:

MAYOR

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMMODITY (Group J1 – Water & Sewer Line Supplies)
SUPPLIER ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2021, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and CONSOLIDATED PIPE & SUPPLY COMPANY, INC. (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best bid as found on the bid tabulation sheet as approved by the CITY Council (i.e., for those items noted on the bid tabulation sheet under the CONSOLIDATED PIPE & SUPPLY COMPANY, INC. name and shaded in gray)). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

Article II. Contract Times.

SUPPLIER must agree to commence delivery of items requested via purchase order or other written documentation of order within the time frames set out in the bid documents (i.e., bid specifications and bid proposal) (to the extent that a time frame is set out in the bid documents). Failure to make delivery within any required time frame will be justification by the CITY for termination of this Agreement.

This Contract will be effective for the period January 1, 2022 thru December 31, 2022 (“Contract Term”). It is agreed that there is one (1) optional period of one (1) year, such option period to commence upon expiration of the Contract Term (“Option Term”). Such Option Term shall be effective and exercised automatically unless, at least thirty (30) days before the end of the Contract Term, CITY or SUPPLIER notifies the other of an intent not to exercise this option and extend the Contract Term for this second one (1) year. All pricing shall remain as bid through the Option Term.

Article III. Contract Price.

CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER’s Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit “A” and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for

twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

Article V. Contract Documents.

The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

Article VI. Warranties.

SUPPLIER expressly warrants that all commodities, goods, and deliverables furnished or provided under this agreement will be new, will be free from defect in material and workmanship, and shall be free and clear of all liens, mortgages, security interests or other encumbrances. SUPPLIER further warrants that all such commodities, goods, and deliverables will conform to any specifications, drawings, statements or representations made to the CITY or otherwise appearing on the containers or labels or advertisements for such items and that any such commodities, goods, and deliverables will be adequately contained, packaged, marked and labeled. SUPPLIER also warrants that all commodities, goods, and deliverables furnished hereunder or in connection with this agreement will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. If SUPPLIER knows or has reason to know the particular purpose for which the CITY intends to use the commodities, goods, or deliverables, SUPPLIER warrants that such items will be fit for such particular purpose. SUPPLIER shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the CITY. SUPPLIER agrees to promptly replace or correct defects of any commodities, goods, or deliverables not conforming to the foregoing warranties, without expense to the CITY, when notified of such nonconformity by the CITY for up to one year after acceptance of the same, provided the CITY elects to provide the SUPPLIER the opportunity to do so. If SUPPLIER fails to correct defects in or replace nonconforming commodities, goods, or deliverables, the CITY, after reasonable notice to SUPPLIER, may make such corrections or replace such goods and services and charge SUPPLIER for the cost incurred by the CITY in doing so. SUPPLIER recognizes that the CITY's requirements may require immediate repairs, re-working, or replacement of defective commodities, goods, or deliverables, without notice to the SUPPLIER. In such event, SUPPLIER shall reimburse the CITY for the costs, delays, or other damages which the CITY has incurred. In the event of a conflict with the length or duration of any warranties involving commodities, goods, or deliverables provided or sold to the CITY in connection with this agreement and any other warranties, whichever warranty is longer in duration or tenure shall prevail.

Article VI. Miscellaneous.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, representations, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

This Agreement will be effective on January 1, 2022.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

CONSOLIDATED PIPE & SUPPLY
COMPANY, INC.

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

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 _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDED BID FOR “TERM CONTRACT GROUP J1 – WATER & SEWER LINE SUPPLIES, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND FERGUSON WATERWORKS AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group J1 – Water & Sewer Line Supplies) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and six (6) bids were received on the commodity noted above, with FERGUSON WATERWORKS of Gulfport, Mississippi, being the low bidder for those items noted on the bid tabulation sheet under the FERGUSON WATERWORKS name and shaded in gray, as referenced in the Memorandum of Connie Debenport, CPPB, Purchasing Manager, and tabulation sheet which is attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is attached hereto as Exhibit “B”.

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

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

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “B” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2021.

APPROVED:

MAYOR

**00 AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMMODITY (Group J1 – Water & Sewer Line Supplies)
SUPPLIER ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2021, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and FERGUSON WATERWORKS (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best bid as found on the bid tabulation sheet as approved by the CITY Council (i.e., for those items noted on the bid tabulation sheet under the FERGUSON WATERWORKS name and shaded in gray)). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

Article II. Contract Times.

SUPPLIER must agree to commence delivery of items requested via purchase order or other written documentation of order within the time frames set out in the bid documents (i.e., bid specifications and bid proposal) (to the extent that a time frame is set out in the bid documents). Failure to make delivery within any required time frame will be justification by the CITY for termination of this Agreement.

This Contract will be effective for the period January 1, 2022 thru December 31, 2022 (“Contract Term”). It is agreed that there is one (1) optional period of one (1) year, such option period to commence upon expiration of the Contract Term (“Option Term”). Such Option Term shall be effective and exercised automatically unless, at least thirty (30) days before the end of the Contract Term, CITY or SUPPLIER notifies the other of an intent not to exercise this option and extend the Contract Term for this second one (1) year. All pricing shall remain as bid through the Option Term.

Article III. Contract Price.

CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER’s Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit “A” and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for

twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

Article V. Contract Documents.

The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

Article VI. Warranties.

SUPPLIER expressly warrants that all commodities, goods, and deliverables furnished or provided under this agreement will be new, will be free from defect in material and workmanship, and shall be free and clear of all liens, mortgages, security interests or other encumbrances. SUPPLIER further warrants that all such commodities, goods, and deliverables will conform to any specifications, drawings, statements or representations made to the CITY or otherwise appearing on the containers or labels or advertisements for such items and that any such commodities, goods, and deliverables will be adequately contained, packaged, marked and labeled. SUPPLIER also warrants that all commodities, goods, and deliverables furnished hereunder or in connection with this agreement will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. If SUPPLIER knows or has reason to know the particular purpose for which the CITY intends to use the commodities, goods, or deliverables, SUPPLIER warrants that such items will be fit for such particular purpose. SUPPLIER shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the CITY. SUPPLIER agrees to promptly replace or correct defects of any commodities, goods, or deliverables not conforming to the foregoing warranties, without expense to the CITY, when notified of such nonconformity by the CITY for up to one year after acceptance of the same, provided the CITY elects to provide the SUPPLIER the opportunity to do so. If SUPPLIER fails to correct defects in or replace nonconforming commodities, goods, or deliverables, the CITY, after reasonable notice to SUPPLIER, may make such corrections or replace such goods and services and charge SUPPLIER for the cost incurred by the CITY in doing so. SUPPLIER recognizes that the CITY's requirements may require immediate repairs, re-working, or replacement of defective commodities, goods, or deliverables, without notice to the SUPPLIER. In such event, SUPPLIER shall reimburse the CITY for the costs, delays, or other damages which the CITY has incurred. In the event of a conflict with the length or duration of any warranties involving commodities, goods, or deliverables provided or sold to the CITY in connection with this agreement and any other warranties, whichever warranty is longer in duration or tenure shall prevail.

Article VI. Miscellaneous.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, representations, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

This Agreement will be effective on January 1, 2022.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

FERGUSON WATERWORKS

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

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 _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDED BID FOR “TERM CONTRACT GROUP J1 – WATER & SEWER LINE SUPPLIES”, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND SOUTHERN PIPE & SUPPLY COMPANY, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group J1 – Water & Sewer Line Supplies) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and six (6) bids were received on the commodity noted above, with SOUTHERN PIPE & SUPPLY COMPANY, INC. of Gulfport, Mississippi, being the low bidder for those items noted on the bid tabulation sheet under the SOUTHERN PIPE & SUPPLY COMPANY, INC. name and shaded in gray, as referenced in the Memorandum of Connie Debenport, CPPB, Purchasing Manager, and tabulation sheet which is attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is attached hereto as Exhibit “B”.

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

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

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “B” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2021.

APPROVED:

MAYOR

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMMODITY (Group J1 – Water & Sewer Line Supplies)
SUPPLIER ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2021, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and SOUTHERN PIPE & SUPPLY, INC. (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best bid as found on the bid tabulation sheet as approved by the CITY Council (i.e., for those items noted on the bid tabulation sheet under the SOUTHERN PIPE & SUPPLY, INC. name and shaded in gray)). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

Article II. Contract Times.

SUPPLIER must agree to commence delivery of items requested via purchase order or other written documentation of order within the time frames set out in the bid documents (i.e., bid specifications and bid proposal) (to the extent that a time frame is set out in the bid documents). Failure to make delivery within any required time frame will be justification by the CITY for termination of this Agreement.

This Contract will be effective for the period January 1, 2022, thru December 31, 2022 (“Contract Term”). It is agreed that there is one (1) optional period of one (1) year, such option period to commence upon expiration of the Contract Term (“Option Term”). Such Option Term shall be effective and exercised automatically unless, at least thirty (30) days before the end of the Contract Term, CITY or SUPPLIER notifies the other of an intent not to exercise this option and extend the Contract Term for this second one (1) year. All pricing shall remain as bid through the Option Term.

Article III. Contract Price.

CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER’s Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit “A” and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for

twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

Article V. Contract Documents.

The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

Article VI. Warranties.

SUPPLIER expressly warrants that all commodities, goods, and deliverables furnished or provided under this agreement will be new, will be free from defect in material and workmanship, and shall be free and clear of all liens, mortgages, security interests or other encumbrances. SUPPLIER further warrants that all such commodities, goods, and deliverables will conform to any specifications, drawings, statements or representations made to the CITY or otherwise appearing on the containers or labels or advertisements for such items and that any such commodities, goods, and deliverables will be adequately contained, packaged, marked and labeled. SUPPLIER also warrants that all commodities, goods, and deliverables furnished hereunder or in connection with this agreement will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. If SUPPLIER knows or has reason to know the particular purpose for which the CITY intends to use the commodities, goods, or deliverables, SUPPLIER warrants that such items will be fit for such particular purpose. SUPPLIER shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the CITY. SUPPLIER agrees to promptly replace or correct defects of any commodities, goods, or deliverables not conforming to the foregoing warranties, without expense to the CITY, when notified of such nonconformity by the CITY for up to one year after acceptance of the same, provided the CITY elects to provide the SUPPLIER the opportunity to do so. If SUPPLIER fails to correct defects in or replace nonconforming commodities, goods, or deliverables, the CITY, after reasonable notice to SUPPLIER, may make such corrections or replace such goods and services and charge SUPPLIER for the cost incurred by the CITY in doing so. SUPPLIER recognizes that the CITY's requirements may require immediate repairs, re-working, or replacement of defective commodities, goods, or deliverables, without notice to the SUPPLIER. In such event, SUPPLIER shall reimburse the CITY for the costs, delays, or other damages which the CITY has incurred. In the event of a conflict with the length or duration of any warranties involving commodities, goods, or deliverables provided or sold to the CITY in connection with this agreement and any other warranties, whichever warranty is longer in duration or tenure shall prevail.

Article VI. Miscellaneous.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, representations, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

This Agreement will be effective on January 1, 2022.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

SOUTHERN PIPE & SUPPLY, INC.

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

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 _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDED BID FOR “TERM CONTRACT GROUP J1 – WATER & SEWER LINE SUPPLIES”, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND SOUTHERN WATERWORKS SUPPLY COMPANY, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group J1 – Water & Sewer Line Supplies) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and six (6) bids were received on the commodity noted above, with SOUTHERN WATERWORKS SUPPLY COMPANY, INC. of Hattiesburg, Mississippi, being the low bidder for those items noted on the bid tabulation sheet under the SOUTHERN WATERWORKS SUPPLY COMPANY, INC. name and shaded in gray, as referenced in the Memorandum of Connie Debenport, CPPB, Purchasing Manager, and tabulation sheet which is attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is attached hereto as Exhibit “B”.

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

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

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “B” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2021.

APPROVED:

MAYOR

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMMODITY (Group J1 – Water & Sewer Line Supplies)
SUPPLIER ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2021, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and SOUTHERN WATERWORKS SUPPLY, INC. (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best bid as found on the bid tabulation sheet as approved by the CITY Council (i.e., for those items noted on the bid tabulation sheet under the SOUTHERN PIPE & SUPPLY, INC. name and shaded in gray)). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

Article II. Contract Times.

SUPPLIER must agree to commence delivery of items requested via purchase order or other written documentation of order within the time frames set out in the bid documents (i.e., bid specifications and bid proposal) (to the extent that a time frame is set out in the bid documents). Failure to make delivery within any required time frame will be justification by the CITY for termination of this Agreement.

This Contract will be effective for the period January 1, 2022, thru December 31, 2022 (“Contract Term”). It is agreed that there is one (1) optional period of one (1) year, such option period to commence upon expiration of the Contract Term (“Option Term”). Such Option Term shall be effective and exercised automatically unless, at least thirty (30) days before the end of the Contract Term, CITY or SUPPLIER notifies the other of an intent not to exercise this option and extend the Contract Term for this second one (1) year. All pricing shall remain as bid through the Option Term.

Article III. Contract Price.

CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER’s Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit “A” and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for

twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

Article V. Contract Documents.

The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

Article VI. Warranties.

SUPPLIER expressly warrants that all commodities, goods, and deliverables furnished or provided under this agreement will be new, will be free from defect in material and workmanship, and shall be free and clear of all liens, mortgages, security interests or other encumbrances. SUPPLIER further warrants that all such commodities, goods, and deliverables will conform to any specifications, drawings, statements or representations made to the CITY or otherwise appearing on the containers or labels or advertisements for such items and that any such commodities, goods, and deliverables will be adequately contained, packaged, marked and labeled. SUPPLIER also warrants that all commodities, goods, and deliverables furnished hereunder or in connection with this agreement will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. If SUPPLIER knows or has reason to know the particular purpose for which the CITY intends to use the commodities, goods, or deliverables, SUPPLIER warrants that such items will be fit for such particular purpose. SUPPLIER shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the CITY. SUPPLIER agrees to promptly replace or correct defects of any commodities, goods, or deliverables not conforming to the foregoing warranties, without expense to the CITY, when notified of such nonconformity by the CITY for up to one year after acceptance of the same, provided the CITY elects to provide the SUPPLIER the opportunity to do so. If SUPPLIER fails to correct defects in or replace nonconforming commodities, goods, or deliverables, the CITY, after reasonable notice to SUPPLIER, may make such corrections or replace such goods and services and charge SUPPLIER for the cost incurred by the CITY in doing so. SUPPLIER recognizes that the CITY's requirements may require immediate repairs, re-working, or replacement of defective commodities, goods, or deliverables, without notice to the SUPPLIER. In such event, SUPPLIER shall reimburse the CITY for the costs, delays, or other damages which the CITY has incurred. In the event of a conflict with the length or duration of any warranties involving commodities, goods, or deliverables provided or sold to the CITY in connection with this agreement and any other warranties, whichever warranty is longer in duration or tenure shall prevail.

Article VI. Miscellaneous.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, representations, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

This Agreement will be effective on January 1, 2022.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

SOUTHERN WATERWORKS SUPPLY, INC.

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

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 _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDED BID FOR “TERM CONTRACT GROUP K- PUMPS FOR LIFT STATIONS”, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND BAY MOTOR WINDING, INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group K – Pumps for Lift Stations) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and two (2) bids were received on the commodity noted above, with the low bidder being Bay Motor Winding, Inc., as to those items highlighted in gray under the Bay Motor name on the bid tabulation sheet submitted to the City Council as referenced in the Memorandum of Procurement Specialist Britney Soules and tabulation sheet which is contained among those documents attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is contained among those documents attached hereto as Exhibit “B”.

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

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

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “A” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2021.

APPROVED:

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Britney Soules, Procurement Specialist

Date: November 23, 2021

Ref: Term Contract Group K – Pumps for Lift Stations
Contract Period 01/01/2022 thru 12-31-2022
Renewable Period 01/01/2023 thru 12/31/2023

I have reviewed the bids received on the above referenced group and recommend acceptance of the lowest and best bids as indicated by the highlighted and designated areas in each column. I have attached a tabulation sheet for your review and approval.

Thank you for your consideration.

Group K - Pumps for Lift Stations				
Contract Period 1-01-22 through 12-31-22				
Renewable option 1-01-23 through 12-31-23				
		Bay Motor	Control Systems	Waste Water Solutions
Lift Stations with transducers				
1	Duplex panel/10 hp pump Brand	NO BID	\$9,826.00 Control Systems	NO BID
2	Duplex panel/15 hp pump Brand	NO BID	\$9,885.00 Control Systems	NO BID
3	Duplex panel/20 hp pump Brand	NO BID	\$10,447.00 Control Systems	NO BID
4	Duplex panel/25 hp pump Brand	NO BID	\$11,309.00 Control Systems	NO BID
5	Duplex panel/30 hp pump Brand	NO BID	\$11,309.00 Control Systems	NO BID
Lift Stations with float ball setup				
1	Duplex panel - 5 hp pump Brand	NO BID	\$7,843.00 Control Systems	NO BID
2	Duplex panel - 7.5 hp pump Brand	NO BID	\$7,843.00 Control Systems	NO BID
3	Duplex panel - 10 hp pump Brand	NO BID	\$8,251.00 Control Systems	NO BID
Myers pumps or equal - 230V,3Phase - 40' lead				
1	4vx 30m4-23 - 4" non-log pump 3 hp Brand	NO BID	NO BID	NO BID
2	4vx 50m4-23 - 4" non-log pump 5 hp Brand	NO BID	NO BID	NO BID
3	4vx 75ma-23 - 4" non-log pump 7.5 hp Brand	NO BID	NO BID	NO BID
4	4vx 100ma-23- 4" non-log pump 10 hp Brand	NO BID	NO BID	NO BID
5	4vx 150ma-23- 4" non-log pump 15 hp Brand	NO BID	NO BID	NO BID
6	4vx 200ma-23- 4" non-log pump 20 hp Brand	NO BID	NO BID	NO BID
Submersible pumps -				
1	3 hp with 4" discharge Brand	\$4,873.00 MUDBUG	NO BID	NO BID
2	5 hp with 4" discharge Brand	\$5,087.00 MUDBUG	NO BID	\$8,875.00 CAPRARI
3	7.5 hp with 4" discharge Brand	\$5,131.00 MUDBUG	NO BID	\$8,107.00 CAPRARI
4	10 hp with 4" discharge Brand	\$5,615.00 MUDBUG	NO BID	NO BID
5	15 hp with 4" discharge Brand	\$6,637.00 MUDBUG	NO BID	\$10,057.00 CAPRARI
6	20 hp with 4" discharge Brand	\$8,146.00 MUDBUG	NO BID	\$14,731.00 CAPRARI
Bay Motor P.O. Box 411 Long Beach, MS 39560 228-863-0666 Office 228-864-4470 Fax Sabrina@Baymotorwinding.com		Control Systems Inc. 909 Quinn Street, Jackson, MS 39202 601-355-8595 Office 601-355-8774 Fax SteveH@controlsystinc.com		

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMMODITY (Group K – Pumps for Lift Stations) SUPPLIER
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2021, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and BAY MOTOR WINDING, INC. (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best bid as found on the bid tabulation sheet as approved by the CITY Council). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

Article II. Contract Times.

SUPPLIER must agree to commence delivery of items requested via purchase order or other written documentation of order within the time frames set out in the bid documents (i.e., bid specifications and bid proposal) (to the extent that a time frame is set out in the bid documents). Failure to make delivery within any required time frame will be justification by the CITY for termination of this Agreement.

This Contract will be effective for the period January 1, 2022, thru December 31, 2022 ("Contract Term"). It is agreed that there is one (1) optional period of one (1) year, such option period to commence upon expiration of the Contract Term ("Option Term"). Such Option Term shall be effective and exercised automatically unless, at least thirty (30) days before the end of the Contract Term, CITY or SUPPLIER notifies the other of an intent not to exercise this option and extend the Contract Term for this second one (1) year. All pricing shall remain as bid through the Option Term.

Article III. Contract Price.

CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER's Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit "A" and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

Article V. Contract Documents.

The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

Article VI. Warranties.

SUPPLIER expressly warrants that all commodities, goods, and deliverables furnished or provided under this agreement will be new, will be free from defect in material and workmanship, and shall be free and clear of all liens, mortgages, security interests or other encumbrances. SUPPLIER further warrants that all such commodities, goods, and deliverables will conform to any specifications, drawings, statements or representations made to the CITY or otherwise appearing on the containers or labels or advertisements for such items and that any such commodities, goods, and deliverables will be adequately contained, packaged, marked and labeled. SUPPLIER also warrants that all commodities, goods, and deliverables furnished hereunder or in connection with this agreement will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. If SUPPLIER knows or has reason to know the particular purpose for which the CITY intends to use the commodities, goods, or deliverables, SUPPLIER warrants that such items will be fit for such particular purpose. SUPPLIER shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the CITY. SUPPLIER agrees to promptly replace or correct defects of any commodities, goods, or deliverables not conforming to the foregoing warranties, without expense to the CITY, when notified of such nonconformity by the CITY for up to one year after acceptance of the same, provided the CITY elects to provide the SUPPLIER the opportunity to do so. If SUPPLIER fails to correct defects in or replace nonconforming commodities, goods, or deliverables, the CITY, after reasonable notice to SUPPLIER, may make such corrections or replace such goods and services and charge SUPPLIER for the cost incurred by the CITY in doing so. SUPPLIER recognizes that the CITY's requirements may require immediate repairs, re-working, or replacement of defective commodities, goods, or deliverables, without notice to the SUPPLIER. In such event, SUPPLIER shall reimburse the CITY for the costs, delays, or other damages which the CITY has incurred. In the event of a conflict with the length or duration of any warranties involving commodities, goods, or deliverables provided or sold to the CITY in connection with this agreement and any other warranties, whichever warranty is longer in duration or tenure shall prevail.

Article VI. Miscellaneous.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, representations, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

This Agreement will be effective on January 1, 2022.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

BAY MOTOR WINDING, INC.

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

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 _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDED BID FOR “TERM CONTRACT GROUP K- PUMPS FOR LIFT STATIONS”, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND CONTROL SYSTEMS, INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group K – Pumps for Lift Stations) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and two (2) bids were received on the commodity noted above, with the low bidder being Control Systems, Inc., as to those items highlighted in gray under the Control Systems name on the bid tabulation sheet submitted to the City Council as referenced in the Memorandum of Procurement Specialist Britney Soules and tabulation sheet which is contained among those documents attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is contained among those documents attached hereto as Exhibit “B”.

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

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

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “A” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2021.

APPROVED:

MAYOR

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMMODITY (Group K – Pumps for Lift Stations) SUPPLIER
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2021, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and CONTROL SYSTEMS, INC. (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best bid as found on the bid tabulation sheet as approved by the CITY Council). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

Article II. Contract Times.

SUPPLIER must agree to commence delivery of items requested via purchase order or other written documentation of order within the time frames set out in the bid documents (i.e., bid specifications and bid proposal) (to the extent that a time frame is set out in the bid documents). Failure to make delivery within any required time frame will be justification by the CITY for termination of this Agreement.

This Contract will be effective for the period January 1, 2022, thru December 31, 2022 ("Contract Term"). It is agreed that there is one (1) optional period of one (1) year, such option period to commence upon expiration of the Contract Term ("Option Term"). Such Option Term shall be effective and exercised automatically unless, at least thirty (30) days before the end of the Contract Term, CITY or SUPPLIER notifies the other of an intent not to exercise this option and extend the Contract Term for this second one (1) year. All pricing shall remain as bid through the Option Term.

Article III. Contract Price.

CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER's Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit "A" and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

Article V. Contract Documents.

The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

Article VI. Warranties.

SUPPLIER expressly warrants that all commodities, goods, and deliverables furnished or provided under this agreement will be new, will be free from defect in material and workmanship, and shall be free and clear of all liens, mortgages, security interests or other encumbrances. SUPPLIER further warrants that all such commodities, goods, and deliverables will conform to any specifications, drawings, statements or representations made to the CITY or otherwise appearing on the containers or labels or advertisements for such items and that any such commodities, goods, and deliverables will be adequately contained, packaged, marked and labeled. SUPPLIER also warrants that all commodities, goods, and deliverables furnished hereunder or in connection with this agreement will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. If SUPPLIER knows or has reason to know the particular purpose for which the CITY intends to use the commodities, goods, or deliverables, SUPPLIER warrants that such items will be fit for such particular purpose. SUPPLIER shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the CITY. SUPPLIER agrees to promptly replace or correct defects of any commodities, goods, or deliverables not conforming to the foregoing warranties, without expense to the CITY, when notified of such nonconformity by the CITY for up to one year after acceptance of the same, provided the CITY elects to provide the SUPPLIER the opportunity to do so. If SUPPLIER fails to correct defects in or replace nonconforming commodities, goods, or deliverables, the CITY, after reasonable notice to SUPPLIER, may make such corrections or replace such goods and services and charge SUPPLIER for the cost incurred by the CITY in doing so. SUPPLIER recognizes that the CITY's requirements may require immediate repairs, re-working, or replacement of defective commodities, goods, or deliverables, without notice to the SUPPLIER. In such event, SUPPLIER shall reimburse the CITY for the costs, delays, or other damages which the CITY has incurred. In the event of a conflict with the length or duration of any warranties involving commodities, goods, or deliverables provided or sold to the CITY in connection with this agreement and any other warranties, whichever warranty is longer in duration or tenure shall prevail.

Article VI. Miscellaneous.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, representations, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

This Agreement will be effective on January 1, 2022.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

CONTROL SYSTEMS, INC.

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

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 _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDING BID FOR “TERM CONTRACT GROUP N1 – CHLORINE FOR WATER PURIFICATION AND SEWAGE TREATMENT”, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND WATER AND WASTE SPECIALTIES, LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group N1 – Chlorine for Water Purification & Sewage Treatment) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and one (1) bid was received on the commodity noted above, with the lowest and best bidder being DPC Enterprises, LP, of Chickasaw, Alabama, as referenced in the Memorandum of Britney Soules, Procurement Specialist and tabulation sheet which is attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is attached hereto as Exhibit “B”.

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

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

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “B” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2021.

(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 _____, 2021.

APPROVED:

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Britney Soules, Procurement Specialist

Date: November 23, 2021

Ref: Term Contract Group N1 – Chlorine for Water Purification & Sewage Treatment

Contract Period 01/01/2022 thru 12-31-2022

Renewable Period 01/01/2023 thru 12/31/2023

I have reviewed the only bid received on the above referenced group and recommend acceptance of the lowest and best bid as submitted by DPC, Enterprises, LP. I have attached a tabulation sheet for your review and approval.

Thank you for your consideration.

Group N1 - Chlorine for Water Purification & Sewage Treatment**Contract Period 01-01-2022 through 12-31-2022****Renewal Option 01-01-2023 through 12-31-2023**

- | | | |
|----|--|--|
| | | |
| 1 | 2235 28th Street water well site | |
| 2 | 1015 36th Avenue, Oasis Hotel water well site. | |
| 3 | 4050 Hewes Avenue | |
| 4 | 10075 Old Highway 49, Outlet Mall water well site | |
| 5 | 10271 34th Avenue, East Side Road water well site | |
| 6 | 15230 South Swan Road, water well site | |
| 7 | 1801 26th Avenue, elevated water tank site | |
| 8 | Old Highway 49 North by South Swan | |
| 9 | Lyman Well - Hwy 53, 1/4 mile West of Hwy 49 | |
| 10 | Dedeaux Rd Well, 1/4 mile West of Lorraine Rd. | |
| 11 | Jackson St. Well - Dedeaux Rd. and Jackson St. | |
| 12 | David St. Well - Corner of S. Wilson and David St. | |
| 13 | Township Well | |
| 14 | East Railroad water well site | |
| 15 | Dedeaux Rd. Community Center water well site | |
| 16 | North Gulfport water well site | |
| 17 | Oakleigh Ave. waqter well site | |
| 18 | Commerce Street water well site | |
| 19 | 44th Ave. water well site | |
| 20 | Trailwood water well site | |
| 21 | Stiglet water well site | |
| 22 | Rich Ave. water well site | |

Liquid Chlorine Per 150 lb. Cylinder (Delivered)

\$127.75

Liquid Chlorine Per 150 lb. Cylinder (Pick-Up)

N/A

DPC Enterprises

P.O. Boxes 11447 Chickasaw, Alabama

866-344-2781 Office

251-457-1334 Fax

jkipper@dxgroup.com

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMMODITY (Group N1 – Chlorine for Water Purification & Sewage
Treatment) SUPPLIER
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2021, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and DPC Enterprises, LP, (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best bid as found on the bid tabulation sheet as approved by the City Council). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

Article II. Contract Times.

SUPPLIER must agree to commence delivery of items requested via purchase order or other written documentation of order within the time frames set out in the bid documents (i.e., bid specifications and bid proposal) (to the extent that a time frame is set out in the bid documents). Failure to make delivery within any required time frame will be justification by the CITY for termination of this Agreement.

This Contract will be effective for the period January 1, 2022, thru December 31, 2022 ("Contract Term"). It is agreed that there is one (1) optional period of one (1) year, such option period to commence upon expiration of the Contract Term ("Option Term"). Such Option Term shall be effective and exercised automatically unless, at least thirty (30) days before the end of the Contract Term, CITY or SUPPLIER notifies the other of an intent not to exercise this option and extend the Contract Term for this second one (1) year term. All pricing shall remain as bid through the Option Term.

Article III. Contract Price.

CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER's Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit "A" and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

Article V. Contract Documents.

The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

Article VI. Warranties.

SUPPLIER expressly warrants that all commodities, goods, and deliverables furnished or provided under this agreement will be new, will be free from defect in material and workmanship, and shall be free and clear of all liens, mortgages, security interests or other encumbrances. SUPPLIER further warrants that all such commodities, goods, and deliverables will conform to any specifications, drawings, statements or representations made to the CITY or otherwise appearing on the containers or labels or advertisements for such items and that any such commodities, goods, and deliverables will be adequately contained, packaged, marked and labeled. SUPPLIER also warrants that all commodities, goods, and deliverables furnished hereunder or in connection with this agreement will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. If SUPPLIER knows or has reason to know the particular purpose for which the CITY intends to use the commodities, goods, or deliverables, SUPPLIER warrants that such items will be fit for such particular purpose. SUPPLIER shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the CITY. SUPPLIER agrees to promptly replace or correct defects of any commodities, goods, or deliverables not conforming to the foregoing warranties, without expense to the CITY, when notified of such nonconformity by the CITY for up to one year after acceptance of the same, provided the CITY elects to provide the SUPPLIER the opportunity to do so. If SUPPLIER fails to correct defects in or replace nonconforming commodities, goods, or deliverables, the CITY, after reasonable notice to SUPPLIER, may make such corrections or replace such goods and services and charge SUPPLIER for the cost incurred by the CITY in doing so. SUPPLIER recognizes that the CITY's requirements may require immediate repairs, re-working, or replacement of defective commodities, goods, or deliverables, without notice to the SUPPLIER. In such event, SUPPLIER shall reimburse the CITY for the costs, delays, or other damages which the CITY has incurred. In the event of a conflict with the length or duration of any warranties involving commodities, goods, or deliverables provided or sold to the CITY in connection with this agreement and any other warranties, whichever warranty is longer in duration or tenure shall prevail.

Article VI. Miscellaneous.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, representations, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

This Agreement will be effective on January 1, 2022.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

DPC Enterprises, LP

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

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 _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDED BID FOR “TERM CONTRACT GROUP P – STREET MARKING MATERIALS”, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND VULCAN, INC., D/B/A VULCAN SIGNS, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group P – Street Marking Materials) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and two (2) bids were received on the commodity noted above, with Vulcan, Inc., d/b/a Vulcan Signs of Foley, Alabama, being the low bidder for those items noted on the bid tabulation sheet under the Vulcan, Inc., d/b/a Vulcan Signs name and shaded in gray, as referenced in the Memorandum of Britney Soules and tabulation sheet which is attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is attached hereto as Exhibit “B”.

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

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

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “A” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2021.

(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 _____, 2021.

APPROVED:

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Britney Soules , Procurement Specialist

Date: November 23, 2021

Ref: Term Contract Group P – Street Marketing Signs
Contract Period 01/01/2022 thru 12-31-2022
Renewable Period 01/01/2023 thru 12/31/2023

I have reviewed the bids received on the above referenced group and recommend acceptance of the lowest and best bid indicated by the highlighted and designated areas in each column. The primary winner is highlighted in a darker shade of grey, and the alternate is highlighted in a lighter shade of grey. Also, winning position is indicated on the tabulation sheet. I have attached a tabulation sheet for your review and approval.

Thank you for your consideration.

Group P - Street Marking Signs				
Contract Period 0-01-2022 through 12-31-2022				
Renewable Option 01-01-2023 through 12-31-2023				
		WINNER	ALTERANATE	
		Vulcan Signs	Customs Products Corp	
A.	U- channel posts (Galvanized)			
1	U-Channel 50, 12 ft. 3 Wt. per foot	Units per bundle	50	50
		Weight per bundle	1,926	360
		Price per bundle	\$2,082.50	\$3,250.00
2	Caps for U-Channel post for extruded street name blanks (die cast aluminum) 5 1/4", #914X-0190 or equal	Each Item #	\$5.75	\$6.33 RPB91UXOL90
3	U-Channel cap 180° 12" for extruded blades w/set screws	Each Item #	\$12.55	\$15.00 RPB9412UXNO180
4	U-Channel cap 90° 12" for extruded blades w/set screws	Each Item #	\$12.55	\$15.00 RPB412UX0L90
5	90° crosspiece 12" w/set screws	Each Item #	\$12.55	\$15.00 RPB412CX
6	Crosses for extruded street name blanks (die cast aluminum) 5 1/4", #X990X	Each Item #	\$6.10	\$6.66 RPB990X
B.	Aluminum sign blanks .080 Gage			
1	30" Octagon	Each Item #	\$24.23	\$27.50 BA080
2	36" Octagon	Each Item #	\$35.03	\$39.55 BA080
3	12 x 8	Each	\$2.98	\$10.73

Group P - Street Marking Signs				
Contract Period 0-01-2022 through 12-31-2022				
Renewable Option 01-01-2023 through 12-31-2023				
		WINNER	ALTERANATE	
		Vulcan Signs	Customs Products Corp	
	Item #		BA080	
4	12 x 18	Each \$6.31	\$7.06	
	Item #		BA080	
5	18" Square	Each \$9.46	\$10.38	
	Item #		BA080	
6	24" Squ or Dia	Each \$16.76	\$17.69	
	Item #		BA080	

Group P - Street Marking Signs				
Contract Period 0-01-2022 through 12-31-2022				
Renewable Option 01-01-2023 through 12-31-2023				
			WINNER	ALTERANATE
			Vulcan Signs	Customs Products Corp
7	36" Triangle	Each	\$18.39	\$22.00
		Item #		BA080
8	36" Squ or Dia	Each	\$38.47	\$39.55
		Item #		BA080
9	48" Squ or Dia	Each	\$67.47	\$70.06
		Item #		BA080
10	24" Pentagon	Each	\$16.10	\$28.00
		Item #		BA080
11	36" Pentagon	Each	\$34.58	\$39.55
		Item #		BA080
12	6 x 24	Each	\$4.99	\$5.29
		Item #		BA080
13	8 x24	Each	\$6.38	\$6.25
		Item #		BA080
14	10 x 24	Each	\$7.76	\$7.87
		Item #		BA080
15	12 x 6	Each	\$2.28	\$2.99
		Item #		BA080
16	48 x 18	Each	\$25.84	\$26.93
		Item #		BA080
17	48 x 24	Each	\$34.17	\$35.48

Group P - Street Marking Signs				
Contract Period 0-01-2022 through 12-31-2022				
Renewable Option 01-01-2023 through 12-31-2023				
		WINNER	ALTERANATE	
		Vulcan Signs	Customs Products Corp	
	Item #		BA080	
18	48 x 30	Each \$42.50	\$48.92	
	Item #		BA080	
19	36 x 36	Each \$38.47	\$39.55	
	Item #		BA080	
20	30" Squ or Dia	Each \$26.34	\$27.50	
	Item #		BA080	
21	18 x 24/24 x 18	Each \$12.57	\$18.57	
	Item #		BA080	
22	24 x 12	Each \$8.38	\$9.89	
	Item #		BA080	
23	24 x 30/30 x 24	Each \$21.08	\$22.84	
	Item #		BA080	
24	24 x 36	Each \$25.93	\$26.93	
	Item #		BA080	
25	30 x 36	Each \$32.20	\$33.29	
	Item #		BA080	
26	36 x 12	Each \$12.62	\$18.32	
	Item #		BA080	
27	30" circle blanks	Each \$24.37	\$27.98	
	Item #		BA080	

Group P - Street Marking Signs				
Contract Period 0-01-2022 through 12-31-2022				
Renewable Option 01-01-2023 through 12-31-2023				
		WINNER	ALTERANATE	
		Vulcan Signs	Customs Products Corp	
28	36" circle blanks	Each Item #	\$34.61	\$40.49 BA080
C. Overhead Street Names				
29	20 x 48	Each Item#	\$28.62	\$38.66 080GAUGE
30	20 x 52	Each Item#	\$34.58	\$48.88 080GAUGE
31	20 x 60	Each Item#	\$39.69	\$48.88 080GAUGE
32	20 x 72	Each Item#	\$47.35	\$50.50 080GAUGE
D. Extruded blanks - double sided				
1	6 x 20	Each Item #	\$6.35	NO BID
2	6 x 24	Each Item #	\$7.60	NO BID
3	6 x 30	Each Item #	\$9.54	NO BID
4	6 x 36	Each Item #	\$11.43	NO BID
5	9 x 20	Each Item #	\$8.82	NO BID
6	9 x 24	Each Item #	\$10.58	NO BID

Group P - Street Marking Signs				
Contract Period 0-01-2022 through 12-31-2022				
Renewable Option 01-01-2023 through 12-31-2023				
			WINNER	ALTERANATE
			Vulcan Signs	Customs Products Corp
7	9 x 30	Each Item #	\$13.19	NO BID
8	9 x 36	Each Item #	\$15.84	NO BID
9	9 x 42	Each Item #	\$18.50	NO BID
E.	Traffic Faces			
	Sizes	Quantities		
1	6 x 24	1-9	\$2.50	NO BID
		10-24	\$1.92	NO BID
		25-40	\$1.72	\$9.53
		50+	\$1.72	\$9.53
2	12 x 8	1-9	\$1.68	NO BID
		10-24	\$1.29	NO BID
		25-40	\$1.15	NO BID
		50+	\$1.15	NO BID
3	12 x 18	1-9	\$3.75	NO BID
		10-24	\$2.88	NO BID
		25-40	\$2.58	\$9.03
		50+	\$2.58	\$9.03
4	12 x 36	1-9	\$7.50	NO BID
		10-24	\$5.76	NO BID
		25-40	\$5.16	\$14.91
		50+	\$5.16	\$14.91

Group P - Street Marking Signs					
Contract Period 0-01-2022 through 12-31-2022					
Renewable Option 01-01-2023 through 12-31-2023					
			WINNER	ALTERANATE	
			Vulcan Signs	Customs Products Corp	
5	24 x 8	1-9	\$3.33	NO BID	
		10-24	\$2.55	NO BID	
		25-40	\$2.29	\$8.31	
		50+	\$2.29	\$8.31	
6	24 x 10	1-9	\$4.18	NO BID	
		10-24	\$3.21	NO BID	
		25-40	\$2.87	\$10.38	
		50+	\$2.87	\$10.38	
7	24 x 12	1-9	\$5.00	NO BID	
		10-24	\$3.84	NO BID	
		25-40	\$3.44	\$11.91	
		50+	\$3.44	\$11.91	
8	18 x 18	1-9	\$5.63	NO BID	
		10-24	\$4.32	NO BID	
		25-40	\$3.87	\$13.33	
		50+	\$3.87	\$13.33	
9	18 x 24	1-9	\$7.50	NO BID	
		10-24	\$5.76	NO BID	
		25-40	\$5.16	\$14.91	
		50+	\$5.16	\$14.91	
10	24 x 24	1-9	\$10.00	NO BID	
		10-24	\$7.68	NO BID	

Group P - Street Marking Signs				
Contract Period 0-01-2022 through 12-31-2022				
Renewable Option 01-01-2023 through 12-31-2023				
		WINNER		ALTERANATE
		Vulcan Signs		Customs Products Corp
11	24 x 30	25-40	\$6.88	\$21.78
		50 & over	\$6.88	\$21.78
		1-9	\$12.50	NO BID
		10-24	\$9.60	NO BID
		25-40	\$8.60	\$24.75
		50+	\$8.60	\$24.75
12	48 x 30	1-9	\$25.00	NO BID
		10-24	\$19.20	NO BID
		25-40	\$17.20	\$46.51
		50+	\$17.20	\$46.51

Group P - Street Marking Signs				
Contract Period 0-01-2022 through 12-31-2022				
Renewable Option 01-01-2023 through 12-31-2023				
			WINNER	ALTERANATE
			Vulcan Signs	Customs Products Corp
13	30 x 30	1-9	\$15.63	NO BID
		10-24	\$12.00	NO BID
		25-40	\$10.75	\$29.14
		50+	\$10.75	\$29.14
14	30 x 36	1-9	\$18.75	NO BID
		10-24	\$14.40	NO BID
		25-40	\$12.90	\$34.93
		50+	\$12.90	\$34.93
15	48 x 24	1-9	\$20.00	NO BID
		10-24	\$15.36	NO BID
		25-40	\$13.76	\$37.27
		50+	\$13.76	\$37.27
16	36 x 36	1-9	\$22.50	NO BID
		10-24	\$17.28	NO BID
		25-40	\$15.48	\$43.94
		50+	\$15.48	\$43.94
17	48 x 48	1-9	\$40.00	NO BID
		10-24	\$30.72	NO BID
		25-40	\$27.52	\$74.42
		50+	\$27.52	\$74.42
18	12 x 6	1-9	\$1.25	NO BID
		10-24	\$0.96	NO BID
		25-40	\$0.86	\$4.71
		50+	\$0.86	\$4.71

Group P - Street Marking Signs				
Contract Period 0-01-2022 through 12-31-2022				
Renewable Option 01-01-2023 through 12-31-2023				
		WINNER	ALTERANATE	
		Vulcan Signs	Customs Products Corp	
19	24 x 6	1-9	\$2.50	NO BID
		10-24	\$1.92	NO BID
		25-40	\$1.72	\$9.53
		50+	\$1.72	\$9.53
20	36" circular	1-9	\$22.50	NO BID
		10-24	\$17.28	NO BID
		25-40	\$15.48	\$44.00
		50+	\$15.48	\$44.00

Group P - Street Marking Signs				
Contract Period 0-01-2022 through 12-31-2022				
Renewable Option 01-01-2023 through 12-31-2023				
			WINNER	ALTERANATE
			Vulcan Signs	Customs Products Corp
21	30" octagon	1-9	\$15.63	NO BID
		10-24	\$12.00	NO BID
		25-40	\$10.75	\$28.34
		50+	\$10.75	\$28.34
22	36" octagon	1-9	\$22.50	NO BID
		10-24	\$17.28	NO BID
		25-40	\$15.48	\$43.34
		50+	\$15.48	\$43.34
23	36" triangle	1-9	\$11.00	NO BID
		10-24	\$8.45	NO BID
		25-40	\$7.57	\$23.40
		50+	\$7.57	\$23.40
24	36" pentagon	1-9	\$22.50	NO BID
		10-24	\$17.28	NO BID
		25-40	\$15.48	\$44.00
		50+	\$15.48	\$44.00
Trail blazer & City entrance faces				
25	30 x 18	1-9	\$9.38	NO BID
		10-24	\$7.20	NO BID
		25-40	\$6.45	NO BID
		50 & over	\$6.45	NO BID

Group P - Street Marking Signs				
Contract Period 0-01-2022 through 12-31-2022				
Renewable Option 01-01-2023 through 12-31-2023				
			WINNER	ALTERANATE
			Vulcan Signs	Customs Products Corp
F.	Traffic Faces FYG -- School			
26	42 x 6	1-9	\$6.34	NO BID
		10-24	\$5.71	NO BID
		25-40	\$5.36	NO BID
		50+	\$5.36	NO BID
27	24 x 8	1-9	\$4.81	NO BID
		10-24	\$4.34	NO BID
		25-40	\$4.07	\$16.62
		50+	\$4.07	\$16.62

Group P - Street Marking Signs				
Contract Period 0-01-2022 through 12-31-2022				
Renewable Option 01-01-2023 through 12-31-2023				
			WINNER	ALTERANATE
			Vulcan Signs	Customs Products Corp
28	24 x 10	1-9	\$6.05	NO BID
		10-24	\$5.44	NO BID
		25-40	\$5.11	\$23.51
		50+	\$5.11	\$23.51
29	24 x 12	1-9	\$7.24	NO BID
		10-24	\$6.52	NO BID
		25-40	\$6.12	\$24.02
		50+	\$6.12	\$24.02
30	30 x 18	1-9	\$13.58	NO BID
		10-24	\$12.23	NO BID
		25-40	\$11.48	\$42.00
		50+	\$11.48	\$42.00
31	48 x 24	1-9	\$28.96	NO BID
		10-24	\$26.08	NO BID
		25-40	\$24.48	\$85.45
		50+	\$24.48	\$85.45
32	36" Pentagon	1-9	\$32.58	NO BID
		10-24	\$29.34	NO BID
		25-40	\$27.54	\$98.25
		50+	\$27.54	\$98.25
33	60 x 48	1-9	\$72.40	NO BID
		10-24	\$65.20	NO BID
		25-40	\$61.20	\$213.46
		50+	\$61.20	\$213.46
G.	Barricade Sheeting Rolls			
	Orange & White High Intensity	Roll Each	\$146.69	NO BID

Group P - Street Marking Signs			
Contract Period 0-01-2022 through 12-31-2022			
Renewable Option 01-01-2023 through 12-31-2023			
		WINNER	ALTERANATE
		Vulcan Signs	Customs Products Corp
1	8" x 50 yd. Item #		
H.	Diamond grade pressure sensitive sheeting rolls 3M or equal		
1	White Per Roll Each Item # 8" x 150'	\$270.69	NO BID
I.	Decorative Poles		WINNER ITEMS 3-9
1	16' round black sign post	NO BID	NO BID
2	Post top base round 3" OD	NO BID	NO BID
3	Post base round 3" OD black	NO BID	\$ 33.69 Item# OPU2BR38397BK
4	Round breakaway anchor v lock kit	NO BID	\$ 68.95 Item# RPURZVR330R
5	SS bracket plus 4 for poles more than 4" OD	NO BID	\$ 1.54 Item# RHSSBPLVS4
6	Snap lock hose clamp assembly 38"L/Post up to 12.25" OD	NO BID	\$ 5.95 Item# RHSLA
7	Bracket ornate universal mount 30" / dogwood / lemon drop / black	NO BID	\$ 74.84 Item# OSIZ4UNJPOOWDLDBK
8	Bare blank (Ridgeland) 30" bent lip	NO BID	\$ 30.95 Item# OSIB4100IJ
9	Post top finial 3" OD round #9516 Spear / Slipover / Black	NO BID	\$ 53.86
			Item# OPOZFR39516MDBK

Group P - Street Marking Signs		
Contract Period 0-01-2022 through 12-31-2022		
Renewable Option 01-01-2023 through 12-31-2023		
	WINNER	ALTERANATE
	Vulcan Signs	Customs Products Corp
Vulcan Inc. P.O. Box 1850 Foley, AL 36536 800-633-6845 Office 251-943-1544 Fax vulcan3@vulcaninc.com Custom Products Corp. P.O. Box 54091 Jackson, MS 39288 601-393-8276 Office 800-206-3444 Fax heidi@cpssigns.com		

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMMODITY (Group P – Street Marking Materials)
SUPPLIER ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2021, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and VULCAN, INC., D/B/A VULCAN SIGNS, (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best bid as found on the bid tabulation sheet as approved by the CITY Council (i.e., for those items noted on the bid tabulation sheet under the VULCAN, INC., D/B/A VULCAN SIGNS, name and shaded in gray)). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

Article II. Contract Times.

SUPPLIER must agree to commence delivery of items requested via purchase order or other written documentation of order within the time frames set out in the bid documents (i.e., bid specifications and bid proposal) (to the extent that a time frame is set out in the bid documents). Failure to make delivery within any required time frame will be justification by the CITY for termination of this Agreement.

This Contract will be effective for the period January 1, 2022, thru December 31, 2022 (“Contract Term”). It is agreed that there is one (1) optional period of one (1) year, such option period to commence upon expiration of the Contract Term (“Option Term”). Such Option Term shall be effective and exercised automatically unless, at least thirty (30) days before the end of the Contract Term, CITY or SUPPLIER notifies the other of an intent not to exercise this option and extend the Contract Term for this second one (1) year term. All pricing shall remain as bid through the Option Term.

Article III. Contract Price.

CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER’s Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit “A” and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for

twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

Article V. Contract Documents.

The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

Article VI. Warranties.

SUPPLIER expressly warrants that all commodities, goods, and deliverables furnished or provided under this agreement will be new, will be free from defect in material and workmanship, and shall be free and clear of all liens, mortgages, security interests or other encumbrances. SUPPLIER further warrants that all such commodities, goods, and deliverables will conform to any specifications, drawings, statements or representations made to the CITY or otherwise appearing on the containers or labels or advertisements for such items and that any such commodities, goods, and deliverables will be adequately contained, packaged, marked and labeled. SUPPLIER also warrants that all commodities, goods, and deliverables furnished hereunder or in connection with this agreement will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. If SUPPLIER knows or has reason to know the particular purpose for which the CITY intends to use the commodities, goods, or deliverables, SUPPLIER warrants that such items will be fit for such particular purpose. SUPPLIER shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the CITY. SUPPLIER agrees to promptly replace or correct defects of any commodities, goods, or deliverables not conforming to the foregoing warranties, without expense to the CITY, when notified of such nonconformity by the CITY for up to one year after acceptance of the same, provided the CITY elects to provide the SUPPLIER the opportunity to do so. If SUPPLIER fails to correct defects in or replace nonconforming commodities, goods, or deliverables, the CITY, after reasonable notice to SUPPLIER, may make such corrections or replace such goods and services and charge SUPPLIER for the cost incurred by the CITY in doing so. SUPPLIER recognizes that the CITY's requirements may require immediate repairs, re-working, or replacement of defective commodities, goods, or deliverables, without notice to the SUPPLIER. In such event, SUPPLIER shall reimburse the CITY for the costs, delays, or other damages which the CITY has incurred. In the event of a conflict with the length or duration of any warranties involving commodities, goods, or deliverables provided or sold to the CITY in connection with this agreement and any other warranties, whichever warranty is longer in duration or tenure shall prevail.

Article VI. Miscellaneous.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, representations, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

This Agreement will be effective on January 1, 2022.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

VULCAN, INC., D/B/A VULCAN SIGNS

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

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 _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDED BID FOR “TERM CONTRACT GROUP P3-FENCING”, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND SOUTHERN EXTERIORS FENCE COMPANY, AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group P3 – Fencing) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and one (1) bid was received on the commodity noted above, with the low bidder being Southern Exteriors Fence Company of Perkinston, Mississippi, as referenced in the Memorandum of Procurement Specialist Britney Soules and tabulation sheet which is attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is attached hereto as Exhibit “B”.

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

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

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “A” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2021.

(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 _____, 2021.

APPROVED:

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Britney Soules, Procurement Specialist

Date: November 23, 2021

Ref: Term Contract Group P3 - Fencing

Contract Period 01/01/2022 thru 12/31/2022

Renewable Period 01/01/2023 thru 12/31/2023

I have reviewed the only bid received on the above referenced group and recommend acceptance of the lowest and best bid as submitted by Southern Exterior Fence Co. I have attached a tabulation sheet for your review and approval.

Thank you for your consideration.

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMMODITY (Group P3 – Fencing) SUPPLIER
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2021, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and SOUTHERN EXTERIORS FENCE COMPANY (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best bid as found on the bid tabulation sheet as approved by the City Council). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

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Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

Article V. Contract Documents.

The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

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SUPPLIER expressly warrants that all commodities, goods, and deliverables furnished or provided under this agreement will be new, will be free from defect in material and workmanship, and shall be free and clear of all liens, mortgages, security interests or other encumbrances. SUPPLIER further warrants that all such commodities, goods, and deliverables will conform to any specifications, drawings, statements or representations made to the CITY or otherwise appearing on the containers or labels or advertisements for such items and that any such commodities, goods, and deliverables will be adequately contained, packaged, marked and labeled. SUPPLIER also warrants that all commodities, goods, and deliverables furnished hereunder or in connection with this agreement will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. If SUPPLIER knows or has reason to know the particular purpose for which the CITY intends to use the commodities, goods, or deliverables, SUPPLIER warrants that such items will be fit for such particular purpose. SUPPLIER shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the CITY. SUPPLIER agrees to promptly replace or correct defects of any commodities, goods, or deliverables not conforming to the foregoing warranties, without expense to the CITY, when notified of such nonconformity by the CITY for up to one year after acceptance of the same, provided the CITY elects to provide the SUPPLIER the opportunity to do so. If SUPPLIER fails to correct defects in or replace nonconforming commodities, goods, or deliverables, the CITY, after reasonable notice to SUPPLIER, may make such corrections or replace such goods and services and charge SUPPLIER for the cost incurred by the CITY in doing so. SUPPLIER recognizes that the CITY's requirements may require immediate repairs, re-working, or replacement of defective commodities, goods, or deliverables, without notice to the SUPPLIER. In such event, SUPPLIER shall reimburse the CITY for the costs, delays, or other damages which the CITY has incurred. In the event of a conflict with the length or duration of any warranties involving commodities, goods, or deliverables provided or sold to the CITY in connection with this agreement and any other warranties, whichever warranty is longer in duration or tenure shall prevail.

Article VI. Miscellaneous.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, representations, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

This Agreement will be effective on January 1, 2022.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

SOUTHERN EXTERIORS FENCE
COMPANY

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: _____

DATE: _____



Memorandum – City of Gulfport

PUBLIC WORKS AND ENGINEERING

To: Todd Harman, CPA, Director of Finance & Accounting

CC: Mayor Billy Hewes
Leonard Papania, CAO
Wayne E. Miller, P.E., Director of Public Works & Engineering
Ryan D. Merrill, M.S., Assistant Director of Public Works - Utility Billing
Tyler Gentry, Assistant Director of Public Works - Operations

From: Veronica Weaver, Budget Analyst, Department of Public Works & Engineering

Date: 11/29/2021

Re: Request Approval for to Move the Local Cityworks Service Request System to a Hosted Solution with NewEdge Technologies

The Department of Public Works is requesting approval to move our current (Cityworks) service request system that we host locally to a hosted solution.

Moving Cityworks to a hosted solution allows the City of Gulfport to have vendors and/or contractors use our preferred method of receiving/assigning/tracking requests for service outside of our network, securely from any device.

Please place this item on the December 7, 2021 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments:

1. Memorandum - Recommendation to Approve Annual Contract with NewEdge Technologies LLC
2. Contract with NewEdge Technologies,

Quotation - 02140009

NewEdge Cityworks Hosted Solution

Date: November 10, 2021

Customer: City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507

Attention: Ryan D. Merrill, M.S.
Assistant Director of Public Works / Utility Billing
(228)868-5740 ext 6603

Quoted By: Laura Carr, Chief Operating Officer
469-888-5044
lcarr@newedgeservice.com

Cityworks Hosting Services		
1.0	NewEdge Cityworks Hosting Services NewEdge will host the Client's Cityworks application on multiple cloud servers and provide all administration, including hardware, software and database administration. GIS Operations Remain On-Premises – Cityworks Consumes Services Provided by the Client Client is responsible for maintaining the GIS data on-premises within their own data environment. This hosting scenario does not include replication of the GIS between the on-premises database and the NewEdge cloud. City Responsibilities • Client is responsible for publishing and making available needed services for use with the Cityworks application. • The above cloud environment will utilize the client's Cityworks licensing. Maintenance for the Cityworks software would still be paid by the client to Azteca, Inc. • City is responsible for local hardware (desktops, laptops, servers, mobile devices, etc.) and internet connectivity. The Cityworks Hosted solution includes: • Dedicated Cityworks Application Server ◦ 500 GB – Data ◦ Utilize City's Existing Cityworks License • Dedicated Cityworks Database Server ◦ 20 GB database size ◦ Hosts the Cityworks Database ◦ SQL Server included • Test Environment in shared environment • 1 major Cityworks software upgrade annually • Minor software upgrades/patches for Cityworks • All servers are fully backed up nightly, including operating system and data drives, and backups are retained for 8 days • Operating system patches and updates will be made during	\$20,000.00 annually

	maintenance windows on the 1st Saturday of the month @ 8:00 UTC. Patches and updates will be tested prior to installation on production. All Cityworks support outside of system administration will be billed through a separate hourly support contract or can be purchased in 50-hour increments @ \$5,500.00. This will be an annual automatic renewal for a three-year term. After the contract term NewEdge will review with Client staff if there is a need for additional servers, space etc to accommodate for Cityworks growth.	
Optional Services		
2.0	AWS Workspaces Clients are not granted access directly to the database servers. If the client needs access for reporting or other activities NewEdge will provide the client with AWS Workspaces with a direct connection to the database. This connection will be view only and will not allow for modifications to be made directly to the SQL database for Cityworks or GIS. A client can obtain multiple workspaces if needed at \$2,000.00 per workspace.	\$2,000.00 per workspace annually

The fees quoted are good for 60 days from the date listed. The information contained within this quotation is confidential and proprietary and shall not be released to a third party without the consent of NewEdge Services, LLC.

NewEdge Services, LLC

Master Agreement for Material and Services

This Material and Services Agreement (hereinafter “Agreement”), is between NewEdge Services, LLC, a Texas limited liability company, and its subsidiaries, parents, affiliates, successors, and assigns (“NewEdge”), and the City of Gulfport, Mississippi, and its subsidiaries, parents, affiliates, successors, and assigns, each of them (“Client”), each of which may be referred to in the singular as “Party” or in the plural as “Parties.”

Article I. SCOPE OF AGREEMENT

NewEdge shall provide to Client such Materials and Services as described in Appendix A – Statement of Work at the prices set therein, or any Order executed under this Agreement substantially in the form of Appendix B - Order, subject to the terms and conditions of this Agreement. Any Order in effect on the date when this Agreement expires or is terminated shall continue in effect until such Order either (i) expires by its own terms or (ii) is separately terminated, prior to its own scheduled expiration, as provided in this Agreement. The terms and conditions of this Agreement shall continue to apply to such Order as if this Agreement were still in effect.

Article II. TERM OF AGREEMENT

This Agreement shall commence and be effective on the date when signed by the last Party (“Effective Date”) and shall continue for a term of 3 years.

DEFINITIONS

“Affiliate” with respect to either Party to this Agreement or any Order under this Agreement means a business association that has legal capacity to contract on its own behalf, to sue in its own name, and to be sued, if and only if either (a) such business association owns, directly or indirectly, a majority interest in such Party (its “parent company”), or (b) a thirty percent (30%) or greater interest in such business association is owned, either directly or indirectly, by such Party or its parent company.

“Documentation” means all tangible and intangible written materials including user instructions and training materials or other such materials as necessary in NewEdge’s sole and exclusive judgment shall be required to demonstrate or explain a requirement, provision, or other detail.

“Information” means without limitation, with respect to a Party, all information of any sort in any form including without limitation confidential, proprietary or trade secret information of such Party or of a third party that is in the possession of such Party, including discoveries, ideas, concepts, know-how, techniques, processes, procedures, designs, specifications, strategic information, proposals, requests for proposals, proposed products, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, marketing plans, employee personal information, health or financial information, authentication credentials, operations, infrastructure, network and system configurations and settings, user interface designs, class libraries, objects, facilities, products, pricing whether expressed as fixed price or hourly rates, customer lists, regulatory compliance, competitors and other technical, financial or business information, whether disclosed in writing, orally, or visually, in tangible or intangible form, including in electronic mail or by other electronic communication.

“Laws” includes all federal, state, provincial, regional, territorial and local laws, statutes, ordinances, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and other official releases of or by governmental authority.

“Material” means a unit of Documentation or software, whether created by NewEdge for Client as a custom application, un-modified commercial off the shelf software, or commercial off the shelf software modified by NewEdge at NewEdge’s election, purchased or licensed hereunder by Client from NewEdge or otherwise provided by or on behalf of NewEdge, including third party Material provided or furnished by NewEdge. “Material” shall be deemed to include any working or preliminary draft or revised draft whenever it shall be provided by NewEdge.

“Services” means anything that is not otherwise Material, including any labor or service, provided in connection with this Agreement or any Order under this Agreement.

“Specifications” means (a) NewEdge’s applicable specifications and detailed descriptions in whatever form such may be described in Appendix A – Statement of Work or any Order executed under this Agreement, and (b) Client’s requirements, requests, and descriptions specified in, or attached to, Appendix A – Statement of Work or any Order executed under this Agreement, which shall control over an inconsistency with Client’s specifications and descriptions wherever they may be stated except as expressly stated in this Agreement or any Order under this Agreement.

“Subcontractor” or “subcontractor” means any person or entity (including an agent) supplying labor or materials to perform any or all of either Party’s obligations under this Agreement or any Order under this Agreement, including any person or entity at any tier of subcontractors, and shall not be limited to those persons or entities with a direct relationship with such Party.

Article III. TERMS AND CONDITIONS

1.0 Delivery of Materials and Performance of Services

- 1.1 Delivery of Materials – NewEdge shall deliver Materials reasonably conforming to the Specifications provided in Appendix A – Statement of Work or any Order executed under this Agreement as provided in the section entitled Electronic Data Transmission and, as determined solely and exclusively in the discretion of NewEdge, such delivery of Materials shall constitute notice of completion (“Notice of Completion”) of the NewEdge promise of Materials.
- 1.2 Delivery of Services – NewEdge shall deliver Services reasonably conforming to the Specifications provided in Appendix A – Statement of Work and, as determined solely and exclusively in the discretion of NewEdge, such delivery of Services shall constitute Notice of Completion of NewEdge promise of Services.
- 1.3 Acceptance by Client – Client shall notify NewEdge in writing of non-acceptance of any such Materials or Services within 20 business days of receipt of Notice of Completion and, as determined solely and exclusively in the discretion of NewEdge, should any revisions, additions, conversions, or any other such adjustments be required, NewEdge in its sole and exclusive discretion shall deliver such Materials and Services within a time period determined by NewEdge as required to achieve reasonable compliance with the Specifications provided in Appendix A – Statement of Work. At such time as NewEdge determines the Materials and Services have achieved reasonable compliance with the Specifications provided in Appendix A – Statement of Work, NewEdge shall have no further obligation to provide to Client any revisions, additions, conversions, or any other such adjustments. At such time NewEdge shall be deemed to have completely fulfilled its obligations under the Agreement or any Order under this Agreement.

2.0 License Grant

- 2.1 Client is granted a limited, nonexclusive, non-transferable license to use and distribute NewEdge's Materials solely and exclusively for the purposes of the objectives stated in Appendix A – Statement of Work, provided Client performs its obligations as described in the Agreement, including without limitation payment of fees as provided in the Agreement. Except as provided in the Agreement, no other license or right shall be granted or implied. Client shall not transfer any license granted by this Agreement or any Order under this Agreement to another without prior express consent of NewEdge. Any use, except as granted in this Agreement, shall be at sole risk of Client without liability to NewEdge.
- 2.2 Should Client utilize NewEdge's Materials in whole or part for any purpose, except as provided in the Agreement, or expressly authorized by NewEdge in a signed writing, Client hereby expressly releases NewEdge from all claims and causes of action resulting from such use, and agrees to defend, indemnify, and hold harmless NewEdge from all costs and expenses related to said claims and causes by any third party. Client's duty under this provision shall not constitute a waiver of any of NewEdge's rights or remedies under this Agreement or any Order under this Agreement or elsewhere.

3.0 Invoicing and Payment

- 3.1 Invoice Contents – NewEdge shall render an invoice for Materials and Services delivered as provided in Appendix A – Statement of Work specifying in reasonable detail: [i] Materials and Services to which the invoice applies, [ii] total amount due for each such Materials and Services delivered, [iii] total amount due for the invoice, [iv] date on which invoice was submitted ("Invoice Date"), and [v] either the physical address or direct deposit account via electronic fund transfer (EFT) to which payments must be remitted.
- 3.2 Invoice Payment Deadline – Client must remit payment in full for each invoice submitted pursuant to the Agreement or any Order under this Agreement for Materials and Services delivered as provided in Appendix A – Statement of Work no later than 30 calendar days after the Invoice Date.
- a. Temporary Suspension of NewEdge Performance – Should Client fail to pay any invoice within 30 calendar days of the Invoice Date, NewEdge may at its sole and exclusive election, upon written notice to Client, suspend further work until all outstanding invoices are paid in full. Client expressly agrees to indemnify and hold NewEdge harmless from any claim or liability under the Agreement or any Order under this Agreement or otherwise which may result from such suspension.
 - b. Termination of the Agreement or any Order under this Agreement – Should Client fail to pay any invoice within 90 calendar days of the Invoice Date, NewEdge may at its sole and exclusive election, upon written notice to Client, terminate the Agreement. Upon such written notice of termination, Client shall pay in full all fees due under the Agreement or any Order under this Agreement without regard to what portion of the Materials and Services provided in Appendix A – Statement of Work were actually delivered by NewEdge. Client expressly agrees to indemnify and hold NewEdge harmless from any claim or liability under the Agreement or any Order under this Agreement or otherwise which may result from such suspension.
 - c. Deemed Valid Invoices – Each invoice will be deemed valid when received by Client and shall be timely paid as provided herein.
 - d. Unpaid Invoices and Collections – For any invoice not timely paid as provided in this provision, NewEdge may charge and Client agrees to pay interest on any such unpaid at the rate of one point five percent (1.5%) per month (18% APR) for past due payments or the maximum rate allowed by law, whichever is less. Invoices not paid by Client within 90 calendar days may, at the sole and exclusive election of NewEdge, be pursued by collections or legal action. Should NewEdge elect to pursue collections or legal action, Client

agrees to pay any reasonable fees incurred by NewEdge including without limitation collection agency fees, attorney fees and court costs in addition to amounts due under any invoice as provided in the Agreement.

- 3.3 Taxes Included in Invoice – Except as specifically noted on any invoice, all payment made by Client to NewEdge shall be deemed to include all taxes and other charges levied by any government agency on NewEdge relating to its services. Client is a tax exempt entity and shall provide evidence of same to NewEdge prior to receipt of the first invoice.

4.0 Personnel and Provision of Materials and Services

- 4.1 NewEdge Personnel – Personnel provided by NewEdge shall be considered solely the employees of NewEdge or its Subcontractors and not employees or agents of Client. NewEdge has and shall retain the right to exercise full control of and supervision over the creation of Materials and performance of the Services and full control over the employment, direction, assignment, compensation, and discharge of all personnel creating the Materials and performing the Services. NewEdge and its Subcontractors are and shall be solely responsible for all matters relating to compensation and benefits for all personnel provided by NewEdge.
- 4.2 Materials and Services Provided by Others – If any part of NewEdge Materials or Services is dependent upon work, information or other condition precedent Materials or Services by others under control of Client, then Client shall inspect to ensure such work, information or other condition precedent Materials or Services sufficiently fulfills the quality needed for NewEdge to create subsequent Materials and or perform subsequent Services. Each Party shall promptly report to the other Party any defect or other deficiency in work, information or other condition precedent materials or services by others under control of Client that renders such materials or services unsuitable for NewEdge's proper performance. In such case, the Parties shall work together to remedy such defects or deficiencies and NewEdge shall not be held in breach of any provision of the Agreement or any Order under this Agreement as a result of such defects or deficiencies.
- 4.3 Use of Subcontractors – NewEdge may, in its sole and exclusive discretion, use Subcontractors to create any portion of the Materials or perform any portion of the Services. NewEdge shall provide to Client, upon request, information about the Subcontractor including the identity, the location, and a complete description, of the activities to be performed by such Subcontractor. NewEdge shall remain responsible for the acts or omissions of its approved Subcontractors to the same extent as if such acts or omissions were performed by NewEdge.

5.0 Intellectual Property

- 5.1 Definitions – For purposes of this provision, the following terms govern:
- a. "Items" shall mean any or all inventions, discoveries, ideas, (whether patentable or not), and all works and materials, including but not limited to products, devices, computer programs, source codes, designs, files, specifications, texts, drawings, processes, data or other information or Documentation in preliminary or final form, and all Intellectual Property Rights in or to any of the foregoing.
 - b. "Excluded Materials" shall mean: [i] Client's Pre-Existing Materials; [ii] Client's Independently Developed Materials; and [iii] Client's Mere Reconfigurations.
 - c. "Client's Pre-Existing Materials" shall mean those Items owned by Client to the extent and in the form that they both existed prior to the date NewEdge began any work under this Agreement or any Order under this Agreement and were created without any use of any NewEdge Items. Client's Pre-Existing Materials shall not, however, include Paid-For Enhancements thereto.

- d. “Client’s Independently Developed Materials” shall mean those Items that have been developed by Client, or on Client’s behalf, both [i] without use of any NewEdge Items; and [ii] independently of any work performed under any Agreements between or among the Parties.
- e. “Client’s Mere Reconfigurations” means those specific reconfigurations of Client’s Pre-Existing Materials performed by NewEdge, or on NewEdge’s behalf, but only to the extent that such reconfiguration is an alteration to such Materials required to permit Client’s Materials to function as a precondition as described in Appendix A – Statement of Work. In no event shall Mere Reconfigurations include enhancements, modifications, or updates that are not contained in Client’s Pre-Existing Materials and that add any features, functionality, or capabilities.
- f. “Intellectual Property Rights” means all patents (including all reissues, divisions, continuations, and extensions thereof) and patent applications, trade names, trademarks, service marks, logos, trade dress, copyrights, trade secrets, mask works, rights in technology, know-how, rights in content, or other intellectual property rights, protected under the Laws of any governmental authority having jurisdiction.
- g. “Paid-For Development” means any and all Items to the extent produced or developed by or on behalf of Clients or its employees, agents, or direct or indirect contractors or suppliers (and whether completed or in-progress), or forming part of any Materials pursuant to this Agreement or any Order under this Agreement for the development of which NewEdge has been paid monies pursuant to this Agreement. Paid-For Development shall always exclude all Excluded Materials, but shall include (without limitation) any modifications, alterations or updates of any Excluded Materials that otherwise fall within the definition of Paid-For Development. NewEdge’s ownership of Paid-For Development shall, of course, be subject to Client’s underlying rights and ownership in Client’s Excluded Materials.
- h. “Provided Items” means Items created by or on behalf of NewEdge or directly or indirectly provided to Client (in any form, including, without limitation, verbally) by or on behalf of NewEdge.

5.2 Reservation of Rights – The Parties hereby acknowledge and agree that notwithstanding any other provision in the Agreement, NewEdge is not transferring or granting to Client any right, title, or interest in or to (or granting to Client any license or other permissions in or to) any or all: a) Items created by or on behalf of Client or directly or indirectly provided to Client (in any form, including, without limitation, verbally) by or on behalf of NewEdge; b) Paid For Development or c) Intellectual Property Rights, including, without limitation, any Intellectual Property Rights in or to any NewEdge Provided Items or Paid-For Development. The sole exceptions to the foregoing reservation of rights are that [1] NewEdge hereby grants Client such license as is described in Section 2.0 License Grant, [2] raw data collected [a] by client without NewEdge assistance or [b] by NewEdge for compensation on Client’s behalf, and [3] customized Crystal Reports’ reports created by NewEdge for compensation on Client’s behalf. In no way expanding the foregoing license, said license in no manner permits Client to (and Client hereby promises not to without the explicit prior written and signed consent of NewEdge) make use of any NewEdge Provided Items, Paid-For Development or Intellectual Property Rights either for the benefit of any third party or other than as agreed in a signed writing by NewEdge or expressly provided in the Agreement.

5.3 Client Acts and Obligations – Client shall promptly take or secure such action (including, but not limited to, the execution, acknowledgment, delivery and assistance in preparation of documents or the giving of testimony) as may be reasonably requested by NewEdge to evidence, transfer, perfect, vest or confirm NewEdge’s right, title and interest in any Paid-For Development. Client shall, in all events and without the need of NewEdge’s request, secure all Intellectual Property Rights in any Paid-For Development (and any licenses specified above in any Excluded Materials) from each employee, agent, subcontractor or sub-supplier of Client who has or will have any rights in the Paid-For Development or Excluded Materials.

5.4 License Grant to Excluded Materials – If and to the extent that Client embeds any Excluded Materials in the Paid-For Development, Client hereby grants and promises to grant and have granted to NewEdge and its Affiliates a

royalty-free, nonexclusive, sublicensable, assignable, transferable, irrevocable, perpetual world-wide license, in and to the Excluded Materials and any applicable Intellectual Property Rights of Client to use, copy, modify, distribute, display, perform, import, make, sell, offer to sell, and exploit (and have others do any of the foregoing on or for NewEdge's or any of its Affiliates behalf or benefit) the Excluded Materials but only for purposes of creating the Materials and performing the Services as provided in this Agreement.

6.0 Compliance

- 6.1 Compliance With Laws – Both Parties shall comply with all Laws attendant upon this Agreement or any Order under this Agreement and Client utilization of the Materials and Services provided in Appendix A – Statement of Work. Client shall procure all approvals, bonds, certificates, insurance, inspections, licenses, and permits that such Laws require for the performance of NewEdge under this Agreement. Client shall create and maintain any necessary records, provide any certificate, affidavit or other information or documentation requested or as otherwise required by NewEdge (a) to show compliance by Client with Laws, (b) to comply or otherwise establish Client's compliance with Laws or (c) to allow NewEdge to timely respond to any complaints, filings, or other proceedings. Client shall, to the extent it becomes aware of any new or previously unknown Law or other such requirement which may affect NewEdge's performance under this Agreement, promptly inform NewEdge of such requirement and agrees to indemnify, defend, and hold harmless NewEdge to the extent such requirements are not promptly communicated by Client to NewEdge.

7.0 Warranties

- 7.1 General Warranties - Each Party to this Agreement represents and warrants that such party is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party further represents and warrants to the other that the execution and delivery of the Agreement or any Order under this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. Client further represents and warrants that: (a) all information provided to NewEdge is complete, accurate and correct and any additional time or expense incurred by NewEdge to reperform, revise or otherwise redo work performed by NewEdge on any incomplete, inaccurate or incorrect information provided by Client to NewEdge shall be solely at Client's expense.
- 7.2 Warranty of Execution - Each Party represents and warrants that the execution and performance of this Agreement or any Order under this Agreement does not violate any applicable law or other contract or obligation to which Client is a party or is otherwise bound.
- 7.3 Warranty of Quality - NewEdge's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. NewEdge makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.
- 7.4 Warranty Disclaimers – Notwithstanding any assurance of any type elsewhere in the Agreement, NewEdge does not guarantee any specific result from the Materials or Services provided under the Agreement or any Order under this Agreement or that Client will achieve any specific result or end as a result of the Materials or Services provided by NewEdge to Client. THE MATERIALS AND SERVICES ARE PROVIDED "AS IS" AND NewEdge SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES AND THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF QUALITY, PERFORMANCE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING THE PRICE CHARGED FOR THE SERVICES. THIS

DISCLAIMER SHALL BE ENFORCED TO THE EXTENT PERMITTED BY LAW IN THOSE JURISDICTIONS THAT MAY LIMIT THE EXCLUSION OF IMPLIED WARRANTIES.

- 7.5 Unascertainable Conditions - NewEdge shall not be required to sign any documents, no matter by whom requested, that would result in NewEdge's having to certify, guaranty, or warrant the existence of conditions that NewEdge cannot independently ascertain with certainty.

8.0 Confidentiality

- 8.1 General Confidentiality - Both Parties agree that any Information either provides to the other shall be deemed confidential, and shall be the providing Party's property. The receiving Party shall use such Information for the sole purpose of providing the Materials and performing the Services under this Agreement or any Order under this Agreement and such Information shall not be used for any other purpose except as expressly permitted under this Agreement. Upon expiration or termination of this Agreement or any Order under this Agreement or upon the providing Party's request, receiving Party shall promptly (i) return all copies of such Information in written, graphic or other tangible form, or (ii) certify the destruction of all documents and other material in the possession, custody or control of receiving Party, its affiliates, employees, representatives, subcontractors or agents that bear or incorporate any part of providing Party's Information.
- 8.2 Confidentiality Waivers - Neither Party shall not have an obligation to the other with respect to Information which: (a) at the time of disclosure was already known to the other free of any obligation to keep it confidential (as evidenced by the other Party's written records prepared prior to such disclosure); (b) is or becomes publicly known through no wrongful act (such obligations ceasing at the time such Information becomes publicly known); (c) is lawfully received from a third party, free of any obligation to keep it confidential; (d) is independently developed by a third party or by the Party against whom an obligation to protect such Information is to be enforced, as evidenced by Party's written records, and wherein such development occurred without any direct or indirect use of or access to the Information received from the Party seeking to enforce such obligation; or (e) the providing Party consents in writing to be free of restriction.
- 8.3 Required Disclosures of Confidential Information
- a. Compelled Disclosures of Confidential Information - If either Party is required to provide or disclose Information to any court or government agency pursuant to a written court order, subpoena, regulatory demand, or process of law, such Party must, unless prohibited by applicable law, first provide the other Party with prompt written notice of such requirement and reasonably cooperate with the other Party should it seek reasonable protective arrangements for the production of such Information. Both Parties will take reasonable steps to limit any such provision of Information to the specific Information required by such court or agency, and continue to otherwise protect all Information disclosed in response to such order, subpoena, regulation, or process of law.
 - b. Limiting Disclosure of Confidential Information – Both Parties will limit the disclosure of Information to employees, representatives, subcontractors or agents with a need to know who: (i) have been advised of the proprietary nature thereof; and (ii) have in writing either acknowledged a specific obligation to maintain the confidentiality of Information or agreed to protect and keep confidential all proprietary information to which they have access in the scope of their employment.

9.0 Limitation of Damages and Indemnity

- 9.1 Limitation of Type of Damages – To the extent allowed by applicable law, in no event shall either Party be liable to the other or any third party for any consequential or incidental damages regardless of whether either Party or

third party has been apprised of such damages, however caused, based on any theory of liability including without limitation breach of contract or tort.

- 9.2 Limitation of Amount of Damages – TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF NewEdge AND NewEdge's OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONSULTANTS, SUPPLIERS, AFFILIATES AND SUBCONTRACTORS ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CLIENT TO NewEdge PURSUANT TO THE AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. THE EXISTENCE OF ONE OR MORE CLAIMS SHALL IN NO EVENT INCREASE NewEdge's TOTAL LIABILITY BEYOND THE TOTAL FEES PAID BY CLIENT TO NewEdge UNDER THE AGREEMENT AND IN NO EVENT SHALL ANY OF NewEdge's OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONSULTANTS, SUPPLIERS, AFFILIATES OR SUBCONTRACTORS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THE MATERIALS AND SERVICES PROVIDED UNDER THE AGREEMENT.
- 9.3 NewEdge Reliance on Client Information - NewEdge shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, manufacturers, suppliers, publishers of technical standards, and information from public records, without the need for independent verification. To the extent such information appears to be incomplete or inaccurate, NewEdge shall in good faith advise client accordingly and Client shall promptly cooperate to resolve such inaccuracies or provide such information as need to provide NewEdge complete information. To the extent such inaccurate or incomplete information impedes or otherwise delays NewEdge's performance under this Agreement, Client agrees to indemnify, hold harmless, and defend NewEdge and its Affiliates, as well as their respective agents, distributors and subcontractors, individually or collectively, as the case may be, in accordance with this provision against any loss arising from, or in connection with, or resulting from, the Materials or Services furnished by NewEdge under this Agreement or any Order under this Agreement or acts or omissions with respect to this Agreement or any Order under this Agreement.
- 9.4 Client General Indemnity of NewEdge – To the extent allowed by law, Client agrees to indemnify, hold harmless and defend NewEdge, NewEdge's officers, directors, employees, agents, subcontractors and third-party suppliers or affiliates, at Client's expense, against any and all third-party claims, actions, proceedings, and suits brought against NewEdge or any of NewEdge's officers, directors, employees, agents, subcontractors, third-party suppliers or affiliates, and pay all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by NewEdge or any of NewEdge's officers, directors, employees, agents, subcontractors, third-party suppliers or affiliates, arising out of or relating to: (a) Client's breach of any term or condition of this Agreement; (b) Client's fraudulent, illegal or malicious use of the Materials or Services; (c) Client's violation of applicable Laws, rules or regulations in connection with the Materials or Services; (d) NewEdge's use of any content or information provided by Client to NewEdge; or (e) the disclosure of this Agreement. In such a case, NewEdge shall provide Client written or electronic notice of such claim, suit or action. Client shall cooperate as fully as reasonably required in the defense of any claim. NewEdge reserves the right, at NewEdge's own expense, to assume the exclusive defense and control of any matter subject to indemnification by Client.

10.0 Termination

10.1 Termination for Cause

- a. This Agreement or any Order under this Agreement may be terminated in part or whole by either Party for [1] failure to comply with the terms and conditions of the Agreement, or [2] as provided elsewhere in the Agreement.
- b. In such case as Client elects to terminate for alleged deficiency in Materials provided or Services performed or alleged failure of NewEdge to comply with the terms and conditions of the Agreement or any Order

under this Agreement and such alleged failure relates directly to the quality or consistency of the performance by NewEdge under the Agreement, Client shall provide written notice to NewEdge thirty (30) days in advance of the date of proposed termination. On receipt of such notice, Client shall work with NewEdge in good faith to allow NewEdge a reasonable time, exceeding such thirty (30) day period if reasonably necessary, to remedy such alleged deficiency or failure. If after such remedial effort, the alleged deficiency or failure, as determined by the Parties working together in good faith, has not been reasonably cured, the Agreement or any Order under this Agreement shall be deemed terminated.

- 10.2 Termination by Agreement – The Agreement or any Order under this Agreement may be terminated by a writing signed by both Parties. In such case, Client shall pay fees for work performed up to and including the date of agreed termination in compliance with the terms of the Agreement.
- 10.3 Temporary Suspension of Work – Should the Client desire to temporarily suspend work under this Agreement or any Order under this Agreement without terminating the Agreement or any Order under the Agreement, Client shall provide NewEdge thirty (30) days written notice of such suspension, the reasons for such suspension, and the proposed date on which work may recommence. Such temporarily suspended work may be resumed on a mutually agreed date but in no event shall NewEdge be required to agree to a date which unreasonably interferes with previous or anticipated commitments or scheduled events. In such case, Client shall pay fees for work performed up to and including the date of agreed suspension in compliance with the terms of the Agreement.

11.0 Miscellaneous Terms

11.1 Electronic Data Transmission

The Parties may exchange communications, documents, and other relevant Materials (“Data”) electronically, in place of tangible documents, and unless otherwise agreed in a signed writing, shall direct such Data to the respective contact listed in the Notices provision of this Agreement. The following additional conditions apply to any such exchanges:

- a. Statute of Frauds. All Data transmitted pursuant to this clause shall be deemed to be a “writing” or “in writing” for purposes of the Uniform Commercial Code. Any such Data containing or having affixed to it a Signature shall be deemed for all purposes to: (i) to have been “signed” and “executed,” and (ii) to constitute an “original” when printed from electronic files or records established and maintained in the normal course of business.
- b. Method of Exchange. Data shall be exchanged by direct electronic or computer systems communication between NewEdge and Client or by indirect communications using a third-party service provider to translate, forward and/or store such Data. Each Party shall be responsible for the cost(s) and associated cost(s) of any such third-party service provider with which it contracts.

- 11.2 Independent Contractor - The relationship of the Parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement or any Order under this Agreement shall be construed to (a) constitute Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (b) except to the extent expressly set forth in this Agreement, allow any Party hereto to create or assume any obligation on behalf of another Party hereto for any purpose whatsoever.

- 11.3 Cumulative Remedies - The rights and remedies of the Parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, by statute or otherwise, except in those cases where this Agreement or any Order under this Agreement specifies that a particular remedy is sole or exclusive, but neither Party may retain the benefit of inconsistent remedies. No single or partial exercise of any right or remedy with respect to one breach of this Agreement or any Order under this Agreement

precludes the simultaneous or subsequent exercise of any other right or remedy with respect to the same or a different breach.

- 11.4 Assignment and Delegation - Neither Party may assign, delegate, or otherwise transfer its rights or obligations under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, without the prior written consent of the other Party, except as follows:
- a. Permitted Assignment of Rights or Delegation of Duties - Without securing the consent of the other, either Party may assign its rights, or delegate its duties, or both, in whole or in part: to any present or future Affiliate of assigning Party, to any lender providing financing to assigning Party, or to any third party that assumes the operation of or otherwise acquires any substantial portion of the business of assigning Party affected by this Agreement.
 - b. Delegation Permitted by this Agreement - NewEdge may subcontract its performance subject to the Section entitled "Use of Subcontractors."
 - c. Assignment of Right to Receive Money – Either Party may assign its right to receive money due hereunder, but any assignment of money is void to the extent (a) the assignor fails to give the non-assigning Party at least thirty (30) days prior notice, (b) the assignment purports to impose upon the non-assigning Party additional costs or obligations in addition to the payment of such money, or (c) the assignment purports to preclude non-assigning Party from dealing solely and directly with assigning Party in all matters pertaining to this Agreement.
 - d. Non-Compliant Assignment and Delegations are Void - Any assignment, delegation or transfer for which consent is required hereby and which is made without such consent given in writing is void.
- 11.5 Entire Agreement - This Agreement, including all appendices, exhibits, attachments and documents incorporated by reference, constitutes the final, complete, and exclusive expression of the Parties' agreement on the matters contained in this Agreement. The terms of this Agreement or any Order under this Agreement shall govern in lieu of all other pre-printed, standardized or other provisions that may otherwise appear in any other paper or electronic record of either Party. All prior written and oral negotiations and agreements, and all contemporaneous oral negotiations and agreements, between the Parties on the matters contained in this Agreement or any Order under this Agreement are expressly merged into and superseded by this Agreement or any Order under this Agreement. The Parties do not intend that the provisions of this Agreement or any Order under this Agreement be explained, supplemented, or qualified through evidence of trade usage or any prior course of dealings or any course of performance under any prior agreement. In entering into this Agreement or any Order under this Agreement, neither Party has relied upon any statement, estimate, forecast, projection, representation, warranty, action or agreement of the other Party except for those expressly contained in this Agreement or any Order under this Agreement. There are no conditions precedent to the effectiveness of this Agreement or any Order under this Agreement other than any expressly stated in this Agreement or any Order under this Agreement.
- 11.6 Orders – Client may order Materials or Services by submitting Orders in connection with this Agreement that are substantially in the form of Appendix B – Order Form.
- 11.7 Force Majeure - If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (a) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under this provision.

- a. Definition of Force Majeure Event - For purposes of this agreement, "Force Majeure Event" means, with respect to a Party, any event or circumstance, whether or not foreseeable, that was not caused by that Party (other than a strike or other labor unrest that affects only that Party, an increase in prices or other change in general economic conditions, a change in law, ordinance, or other statutory or regulatory provision with which such Party must comply, or an event or circumstance that results in that party's not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance.
- b. Force Majeure Event Notice Requirement - If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter the noncomplying party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under this Agreement.

11.8 Time Not of the Essence – Time is not of the essence.

11.9 Governing Law - This Agreement and all Orders under the Agreement shall be construed in accordance with the Laws of the state of Mississippi, without regard to principles of conflicts of law and excluding the United Nations Convention on Contracts for the International Sale of Goods. For purposes of applying its Uniform Commercial Code, the Materials and Services provided under this Agreement or any Order under this Agreement shall be deemed to be "goods."

11.10 Forum

Forum for Judicial Actions - Other than to the extent expressly set forth below in this provision, any legal action or proceeding arising out of or relating to this Agreement or the transactions it contemplates shall be brought only in the Gulfport Division of the United States District Court for the Southern District of Mississippi or in any Mississippi state court sitting in Gulfport, Mississippi, and each Party consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such Judicial Action and waives any claim of forum non conveniens in connection therewith and objection to venue laid therein. Process in any such judicial action may be served on a Party anywhere in the world, whether within or without the State of Texas. The choice of forum above shall not prohibit the enforcement of any judgment obtained in that forum or any other appropriate forum.

11.11 Amendments and Waivers

- a. General Amendment - The Parties may not amend this Agreement or any Order under this Agreement except by a written agreement of the Parties that identifies itself as an amendment to this Agreement or any Order under this Agreement and is signed by both Parties.
- b. General Waivers of Rights - No waiver of any right or condition is effective unless given in writing and signed by the Party waiving such right or condition. No delay or omission by either Party to exercise any right or power it has under this Agreement or any Order under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach, condition or covenant shall not be construed to be a waiver of any succeeding breach or condition or of any other covenant. All waivers must be in writing and signed by the Party waiving its rights.
- c. Changes to Scope of Materials or Services - Changes to scope of the Materials or Services as described in this Agreement or any Order under this Agreement must be expressly stated and comply with the terms of this Agreement.

11.12 Severability - If any provision of this Agreement or any Order under this Agreement is determined to be invalid, illegal, or unenforceable, then the remaining provisions of this Agreement or any Order under this Agreement shall remain in full force to the extent both the economic and legal substance of the transactions contemplated by this Agreement or any Order under this Agreement are not affected in any manner that is materially adverse to either Party by severing the provision determined to be invalid, illegal, or unenforceable.

11.13 Construction and Interpretation

- a. Joint Drafting and Understanding - This Agreement has been prepared jointly and has been the subject of arm's length and careful negotiation. Each Party has been given the opportunity to independently review this Agreement with legal counsel and other consultants, and each Party has the requisite experience and sophistication to understand, interpret and agree to the particular language of its provisions. Accordingly, the drafting of this Agreement is not to be attributed to either Party.
- b. General Construction
 - (1) Headings contained in this Agreement or any Order under this Agreement are for reference purposes only and are not to affect the meaning or interpretation of this Agreement.
 - (2) The word "include" in every form means to include without limitation by virtue of enumeration and a derivative of a defined term shall have the meaning appropriate to the context of its use.
 - (3) References to content posted on any website referred to in this Agreement or any Order under this Agreement shall mean such content as it may be revised from time to time.
 - (4) Whenever this Agreement or any Order under this Agreement refers to a consent or approval to be given by either Party, such consent or approval is effective only if given in writing and signed by the Party giving approval or consent.
 - (5) The use of singular words includes the plural and vice versa.

11.14 Third Party Beneficiaries - Except as expressly set forth to the contrary in this Agreement, there are no third-party beneficiaries of this Agreement or any Order under this Agreement, and this Agreement or any Order under this Agreement shall not provide any third person or entity with any remedy, claim, liability, reimbursement, claim of action or other legal or equitable right in excess of those existing without reference to this Agreement. NewEdge's Materials and Services provided through this Agreement or any Order under this Agreement are solely for the benefit of the Client.

11.15 Survival of Obligations - Obligations and rights under this Agreement or any Order under this Agreement that by their nature would reasonably continue beyond the termination or expiration of this Agreement or any Order under this Agreement (including without limitation those in the Sections entitled "Intellectual Property," "Compliance," "Warranties," "Confidentiality," Limitation of Damages and Indemnity," and "Miscellaneous Terms") shall survive the termination or expiration of this Agreement or any Order under this Agreement.

11.16 Notices

- a. Each Party giving or making any notice, consent, request, demand, or other communication pursuant to this Agreement or any Order under this Agreement must give the notice in writing and use one of the following methods, each of which for purposes of this provision is a writing: by hand; certified mail (return receipt requested and postage prepaid); U.S. Postal Service overnight or priority mail; internationally recognized overnight courier (in either case with all fees prepaid); or email. Each Party giving a notice shall address the notice to the appropriate person (the "Addressee") at the receiving Party at the address listed below:

(1) **NewEdge:**
Laura Carr, Chief Operating Officer
9191 Kyser Way, Suite 103
Frisco, TX 75033
469-888-5044 - lcarr@newedgeservices.com

(2) **CLIENT:**
Ryan D. Merrill, M.S.
Assistant Director of Public Works
1422 23rd Avenue
Gulfport, MS 39501
228-868-5740 – rmerrill@gulfport-ms.gov

- b. A notice is effective only if the Party giving notice has complied with the foregoing requirements of this Section and the Addressee has received the notice. A notice is deemed to have been received as follows:
- (1) If a notice is furnished by hand, on the date of delivery if delivered during business hours on a business day (otherwise on the next business day);
 - (2) If a notice is sent by certified mail, U.S. Postal Service overnight or priority mail, or internationally recognized overnight courier, upon the date of delivery as indicated by the receipt or other tracking record;
 - (3) If a notice is sent by e-mail, upon successful transmission to the recipient's email account, if such notice is sent in time to allow it to be accessible by the Addressee before the time allowed for giving such notice expires, and a confirmation copy is sent by one of the other methods.
 - (4) The addresses and telephone numbers to which notices may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

12.0 Transmission of Original Signatures and Executing Multiple Counterparts

Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document (e.g., pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of original signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute only one document.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

City of Gulfport, Mississippi	NewEdge Services, LLC
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Date	_____ Date

APPENDIX A – STATEMENT OF WORK

1) **Description of Materials and Services:**

a) **NewEdge Hosting Services – Hosting Cityworks Application, GIS Operations Remain On-Prem Model**

NewEdge will host the Client's Cityworks application on multiple cloud servers and provide all administration, including hardware, software and database administration.

GIS Operations Remain On-Premises – Cityworks Consumes Services Provided by the Client

Client is responsible for maintaining the GIS data on-premises within their own data environment. This hosting scenario does not include replication of the GIS between the on-premises database and the NewEdge cloud. Client will be responsible for providing all needed GIS services, webmaps, etc necessary for the Cityworks application.

The Cityworks Hosted solution includes:

- Dedicated Cityworks Application Server
 - o 500 GB – Data
 - o Utilize City's Existing Cityworks License
 - Dedicated Cityworks Database Server
 - o 20 GB database size
 - o Hosts the Cityworks Database
 - o SQL Server included
 - Training / Development Environment on a shared database/application server
- i) NewEdge will provide all equipment, server software and server services necessary for the operation, maintenance and support of the CityWorks AMS. NewEdge may contract with 3rd party providers for these services.
- ii) NewEdge will be responsible for maintaining the Cityworks AMS Application including:
- (1) Administration of the Cityworks AMS Application Server and Cityworks Database server
 - (2) Administration of the SQL Server database
- iii) On a yearly basis, prior to hosting contract renewal, NewEdge staff will review with City staff the system configuration of the hosted solution. NewEdge and the City will evaluate if additional server configuration is needed, increased storage space, increased functionality in the cloud, etc. If the system configuration changes will incur a cost to the City, this will be discussed prior to the signing of the next year's hosting contract.
- iv) NewEdge will provide one major upgrade per year for both CityWorks and Esri software.
- v) NewEdge will provide a dedicated database server and dedicated application server that meets or exceeds the published requirements for the CityWorks software version based on the number of users that are licensed by the City.
- vi) The City will provide a computing and networking environment that meets the minimum requirements that have been published by CityWorks for the software version that is being accessed. This includes appropriate internet access and bandwidth for both internal and external (field deployed) users of the system.
- vii) City staff will have access to CityWorks and the CityWorks Designer module through the software's web interface.

- viii) NewEdge will perform a full back-up of the data files daily. The daily full back-up will be retained for 8 days.
- ix) The City will own all its data that is stored in the NewEdge managed cloud as it relates to the CityWorks AMS.
- x) NewEdge will not sell or disclose any of the City's data without its expressed written consent.
- xi) The City will have the right to receive its data files within seven (7) days of termination of any hosting on the condition that all outstanding invoices owed to NewEdge are paid in full.
- xii) NewEdge will perform annual network penetration testing of the City's cloud environment both internally and by a 3rd party.
- xiii) NewEdge will notify the City within 24 hours if a data breach has been discovered in the City's CityWorks AMS tenant. NewEdge will provide timely updates on the breach recovery and a full disclosure report within 2 weeks of the breach discovery.
- xiv) Application Uptime – Application Uptime will refer to the Cityworks application not being available to the end user via the public internet. NewEdge commits to a 99.5% uptime service level agreement (SLA) for the Cityworks application measured quarterly. Planned outages by the City or NewEdge do not count against the uptime requirement. If the Cityworks application is available during a quarter less than the 99.5% requirement due to unplanned outages not caused by the City the City can opt to terminate the agreement and NewEdge will absolve City of future annual payments if termination occurs during the first two years of this agreement. Unavailable hours will be counted when contact is made between the City and the NewEdge.
- xv) NewEdge will provide a test environment configured in the same manner as the production environment, including GIS databases and Services. City staff will use the test environment to test configurations, schema changes, workflows, API integrations, etc. The test environment is a snapshot of the production environment. It can be updated on an as-needed basis by the City or NewEdge will do this on a quarterly basis. NewEdge staff will update the test environment prior to applying service packs or upgrading the software.
- xvi) NewEdge will provide access to all Cityworks' APIs that the City has purchased. The City or 3rd Parties contracted by the City can access the Cityworks' APIs with no additional cost. City staff and/or 3rd Parties contracted by the City will connect to the Cityworks APIs via the internet.
- xvii) The City will be able to import custom reports created using Crystal Reports into Cityworks

Client Responsibilities

- Client is responsible for publishing and making available needed services for use with the Cityworks application.
- The above cloud environment will utilize the client's Cityworks licensing. Maintenance for the Cityworks software would still be paid by the client to Azteca, Inc.
- Client is responsible for local hardware (desktops, laptops, servers, mobile devices, etc.) and internet connectivity.

Assumptions

- No Cityworks or Esri software costs are included in this Statement of Work. The Cityworks and Esri software will be purchased under a separate PO and contract.
- This Statement of Work includes no hardware (laptops, tablets, etc) for Cityworks users.
- Client will provide source information needed to develop and maintain data.

Schedule

The duration of the contract is 3 years.

Pricing

Total Fee - \$20,000.00 annually

Payment Schedule

Project Task	Estimated Time of Billing	Amount
Initial Setup of Hosting Environment / Purchase of Servers	After signed contract received	50% of Year 1 Hosting Fees: \$10,000.00
Go-Live of the hosted Cityworks application	After Go-Live Date of Cityworks	50% of Year 1 Hosting Fees: \$10,000.00
Cloud Hosting Yearly Fees	Invoice sent yearly from Contract Effective Date	\$20,000.00 Annually

b) **Support Hours for Hosted Solution**

Hosting services are strictly for support of the hardware and software required to run the Cityworks application. Support hours would include items such as user questions/support, GIS support, new work order templates or work flows, integrations, etc. outside of the NewEdge Hosting Basic Services.

The City currently has a support contract in place with NewEdge for these services. NewEdge will bill accordingly for these hours.

Assumptions

City of Gulfport will keep a support contract in place with NewEdge Services LLC for support hours.

Schedule

N/A

Pricing

N/A

Payment Schedule

Billed monthly as hours used on existing support contract.

2) **Invoices/Billing Information:**

Invoices and billing information are to be sent to Client at:

Ryan D. Merrill, M.S.

Assistant Director of Public Works

1422 23rd Avenue

Gulfport, MS 39501

228-868-5740 – rmerrill@gulfport-ms.gov

3) **Project Manager/Point of Contact:**

The Client project manager and/or point of contact shall be:

Ryan D. Merrill, M.S.
Assistant Director of Public Works
1422 23rd Avenue
Gulfport, MS 39501
228-868-5740 – rmerrill@gulfport-ms.gov

4) **Special Terms and Conditions**

Amazon Web Services, Inc.

Client acknowledges that hosting services originate with Amazon Web Services, Inc. ("AWS") and that both NewEdge and Client are bound by the terms that govern AWS products and services. Client expressly acknowledges that Materials and Services provided by NewEdge to Client can be no more robust than those provided by AWS to NewEdge and agrees to comply with the terms and conditions that govern AWS products and services and that govern the relationship between NewEdge and AWS as they may be amended from time to time. Client may access such terms as may be relevant to the Materials and Services provided by NewEdge to Client at the following web links:

- a. AWS Customer Agreement applicable to all AWS offerings provided by NewEdge.
<https://aws.amazon.com/agreement/>
- b. Amazon EC2 Service Level Agreement applicable to Amazon Elastic Compute Cloud ("Amazon EC2") and Amazon Elastic Block Store ("Amazon EBS") offerings.
<https://aws.amazon.com/ec2/sla/>
- c. Amazon Relational Database Service ("Amazon RDS")
<https://aws.amazon.com/rds/sla/>

Environmental Systems Research Institute, Inc. (Esri)

Client acknowledges that hosting services utilize licensed products from Environmental Systems Research Institute, Inc. (Esri) and that both NewEdge and Client are bound by the terms that govern Esri products and services. Client expressly acknowledges that Materials and Services provided by NewEdge to Client can be no more robust than those provided by Esri to NewEdge and agrees to comply with the terms and conditions that govern Esri products and services and that govern the relationship between NewEdge and Esri as they may be amended from time to time. Client may access such terms as may be relevant to the Materials and Services provided by NewEdge to Client at the following web links:

- a. Esri Master Agreement with NewEdge.
http://www.esri.com/~media/Files/Pdfs/legal/pdfs/mla_e204_e300/english.pdf
- b. Esri Legal Information
<http://www.esri.com/legal/software-license>

Hosting Contract Renewals

NewEdge will evaluate the City's hosted environment at the end of the 3-year term. If NewEdge feels future plans will require additional servers in the cloud or additional GIS functionality, this may require an increase in the hosted costs.

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 _____, 2021, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING GRANT AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT AUTHORITY FOR THE GULF COAST RESTORATION FUND GRANT FOR THE FOREST HEIGHTS PROJECT,
AND FOR RELATED PURPOSES**

WHEREAS, as part of the City's efforts to move forward with having the US Army Corps of Engineers study and design solutions to various flooding concerns in and around the Forest Heights Levee and its nearby communities, and to further pursue and complete construction of the various designed improvements, the City applied for and was granted funding from the Gulf Coast Restoration Fund of the State of Mississippi in the total amount of \$2.1 million dollars; and

WHEREAS, the Mississippi Development Authority has assumed oversight of the grant and has provided the city with a Grant Agreement setting out the terms, provisions and conditions of the said grant which must be executed by the City proper to the City receiving the grant funds via reimbursement or services-rendered basis; and

WHEREAS, a copy of the proposed Grant Agreement is attached hereto as Exhibit A and approval of the same 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 the Grant Agreement attached hereto as Exhibit “A” be, and the same is approved in substantially the form as presented, subject to its authority as a political subdivision under Mississippi Law, and the Mayor is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

SECTION 3. That this Resolution shall be in effect according to law, and shall be spread upon the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2021.

MAYOR

MISSISSIPPI DEVELOPMENT AUTHORITY
GULF COAST RESTORATION FUND PROGRAM
GRANT AGREEMENT

City of Gulfport
Harrison County, Mississippi
GCRF-21-31

This Grant Agreement ("Agreement"), dated as of November 17, 2021, by and between the Mississippi Development Authority (acting for and on behalf of the State of Mississippi ("MDA") and the City of Gulfport as set forth in Item 1 of Annex A (the "Entity")

W I T N E S S E T H:

WHEREAS, the Gulf Coast Restoration Fund, Section 57-119-1, Mississippi Code of 1972, as amended, was created for the purpose of funding programs or projects that are located in the Gulf Coast region as defined in the federal RESTORE Act, or twenty-five (25) miles from the northern boundaries of the three (3) coastal counties of Harrison, Hancock and Jackson, but not limited to expand beyond the boundaries of Hancock, Harrison, Jackson, Pearl River, Stone and George Counties; and

WHEREAS, these funds are provided for assistance to local units of government, nongovernmental organizations, institutions of higher learning, community colleges, ports, airports, public-private partnerships, private for-profit entities, private nonprofit entities and local economic development entities; and

WHEREAS, MDA is authorized to administer the Gulf Coast Restoration Fund monies upon appropriation by the Legislature; and

WHEREAS, pursuant to Section 20 of Senate Bill 2951 2021 Regular Session of the Mississippi Legislature, the Legislature appropriated Two Million, One Hundred Thousand Dollars (\$2,100,000) to assist the City of Gulfport with its Flood Control and/or Drainage for the Forest Heights Project; and

WHEREAS, pursuant to the Gulf Coast Restoration Fund Act, Section 57-119, Mississippi Code of 1972, as amended, and the Gulf Coast Restoration Fund Regulations (the "Regulations") adopted by MDA, the Entity has filed an application (the "Application") with MDA for a grant to be used for the development of the Project, more particularly described in Item 2A of Annex A (the "Project"); and

WHEREAS, based upon the Application and other relevant factors, MDA has agreed to provide the Entity with a grant under the Gulf Coast Restoration Fund in the amount set forth in Item 3 of Annex A (the "Grant") under the terms and conditions set forth in Item 4 of Annex A, in order to fund, in part, and develop the Project; and

WHEREAS, the Entity has committed to use the Grant funds for the Project; and

WHEREAS, the Project satisfies the provisions of the Gulf Coast Restoration Fund and the Regulations; and

WHEREAS, the parties hereto agree that it is necessary to provide for and demonstrate compliance with the provisions of the Act;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the parties hereto intend to be legally bound hereby and in consideration of the mutual covenants hereinafter contained do hereby agree as follows:

Section 1. Grant. MDA hereby agrees to make to the Entity and the Entity hereby agrees to accept from MDA a Grant pursuant and subject to the terms of this Agreement and the Gulf Coast Restoration Fund as set forth in Annex A. The Entity hereby agrees that it will apply the proceeds of the Grant only to the costs of the Project as more fully described in the Application. The Grant shall be disbursed by MDA to the Entity in installments as provided in this Agreement pursuant to Item 4 of Annex A. MDA's obligation to make the Grant and to disburse the Grant in installments shall be subject to all of the terms and conditions of this Agreement and the Entity satisfying all of its obligations under this Agreement and the Gulf Coast Restoration Fund.

Section 2. Disbursements. The obligation of MDA to make any disbursement of the Grant shall be subject to the following conditions, as well as any others herein set forth:

- a. the Entity shall not be in default under this Agreement or the Gulf Coast Restoration Fund; and
- b. funds appropriated by the Mississippi Legislature; and
- c. the development of the Project shall have progressed at a rate and in a manner reasonably satisfactory to MDA; and
- d. the receipt by MDA of a certificate of a representative of the Entity in the form set forth in Section 3 hereof and the notice required of the Entity set forth in Section 4 hereof for such disbursement in a form satisfactory to MDA. If the Entity fails at any time to meet the conditions precedent to any disbursement of the Grant as specified in the preceding sentence, the obligation of MDA to make further disbursements in connection with the grant shall cease until such time as such condition precedent is met and satisfied. The parties hereto agree that disbursements by MDA to the Entity of the Grant shall be made by June 30, 2022. Any portion of the grant funds not disbursed before June 30, 2022 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

Section 3. Conditions. A condition precedent to all disbursements of the Grant shall be the delivery of a certificate of a representative of the Entity to the effect that:

- a. to the best of its knowledge, the representations and warranties of the Entity contained in this Agreement are true and correct as of the date of the disbursements with the same effect as if made on the date of such disbursements; and
- b. this Agreement has been duly authorized, executed and delivered by the Entity and constitutes a legal, valid and binding obligation of the

Entity enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally and except to the extent that the enforceability of the rights set forth herein may be limited by the availability of any particular remedies; and

- c. this Agreement has not been amended or supplemented or modified since the date of its execution and remains in full force and effect as of the date of the disbursement; and
- d. the authorization, execution and delivery of this Agreement by the Entity, and compliance by the Entity with the provisions hereof, will not conflict with or constitute a breach or default of the Entity's duties hereunder or under any law, administrative regulation, court decree, resolution, charter, bylaw or other agreement to which the Entity is subject or by which it is bound; and
- e. there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best of its knowledge, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to enter into or perform its obligations under this Agreement.

Section 4. Requisitions. A condition precedent to all disbursements of the Grant shall be the presentation to the State Treasurer of a warrant issued by the Department of Finance and Administration of the State or its successor to such duties, which warrant shall be issued under proper requisition signed by the Executive Director of MDA, all pursuant to Section 57-119-1(1). Warrants may only be issued for costs and expenses that are authorized by the Gulf Coast Restoration Fund and the Regulations. No requisition shall be executed by the Executive Director of MDA until the following shall have been satisfied:

- a. The Entity shall have provided MDA with reasonable written notice of the amount of the Grant disbursement requested by the Entity. Such notice shall contain all information necessary to enable MDA to prepare the requisition for a warrant described in this Section 4 including, without limitation, the name and title of the requesting representative of the Entity, the name of the party to be reimbursed and a description of the work product or service. In addition, such notice shall certify that the amount requested is the just amount due at the current time, is for a work product or service which has heretofore been delivered or performed and that all statutory requirements in connection with the acquisition of such work product or service have been complied with by the Entity; and

- b. The Entity must provide semi-annual reports, due October 15th and March 15th of the current fiscal year, on the status of the project; and
- c. The Entity must provide proof of all non-grant funds expended on the project to ensure that GCRF funds are proportionately spent in relation to the total project cost share outlined in the Application; and
- d. MDA shall have indicated in writing its approval of the request for the Grant disbursement.

Section 5. Representations of MDA. MDA makes the following representations as the basis for the undertakings on the part of the Local Sponsor herein contained:

- a. MDA is an agency of the State and is authorized pursuant to the provisions of the Gulf Coast Restoration Fund and the Regulations to enter into the transactions contemplated by this Agreement.
- b. MDA has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.
- c. MDA has been duly authorized to execute and deliver this Agreement and by proper action has duly authorized the execution and delivery hereof and as to MDA, this Agreement is valid and legally binding and enforceable in accordance with its terms except to the extent that the enforceability thereof may be limited:
 - (1) by bankruptcy, reorganization, or other similar laws limiting the enforceability of creditors' rights generally; or
 - (2) by the availability of any discretionary equitable remedies.

Section 6. Representations of the Entity. The Entity makes the following representations as a basis for the Grant and the undertakings on the part of MDA, herein contained:

- a. The Entity has all necessary power and authority to enter into and perform its duties under this Agreement and, when executed and delivered by the respective parties hereto, this Agreement will constitute a legal, valid and binding obligation of the Entity enforceable in accordance with its terms except to the extent that the enforceability of the rights set forth herein may be limited:
 - (1) by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally
 - (2) by the validity of any particular remedy.

- b. The execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with, or constitute a breach of or default under, the Entity's duties under any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Entity is subject or by which it is bound.
- c. There is no consent, approval, authorization or other order of, filing with, or certification by, any regulatory authority having jurisdiction over the Entity required for the execution, delivery or the consummation by the Entity of any of the transactions contemplated by this Agreement and not already obtained.
- d. There is no action, suit proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of the Entity, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to adopt, enter into or perform its obligations under this Agreement or materially and adversely affecting the properties or condition (financial or otherwise) or existence or powers of the Entity.
- e. The Entity will not discriminate against any employee or any applicant for employment because of race, religion, color, national origin, sex or age.
- f. The Entity shall comply with the terms and provisions of this Agreement and the Act and specifically with the terms set out in Item 4 of Annex A.
- g. The Entity certifies that all of the material information contained in the Application is true and correct as of the date of the Application and the date of this Agreement. The Entity acknowledges that MDA, in making the Grant, is relying upon the truthfulness and correctness of the material information contained in the Application. The Entity further acknowledges that MDA must account for the proper use of funds based on the information in the Application.
- h. The Entity acknowledges that MDA will recover any expended grant funds if the assistance provided was based upon fraudulent information or if the recipient of the assistance fails to meet the performance requirements established by the Entity and MDA and referenced in the Annex A.
- i. The Entity represents and warrants that it will further the purposes of the Act.

- j. Upon request of the MDA or the Office of the State Auditor, the Entity will provide reasonable verification of its compliance with the performance metrics as set out in Annex A. Additionally, the Entity will cooperate fully with MDA and/or the Office of the State Auditor in performing audits from time to time to determine the Entity's compliance with the provision of this Agreement. The Entity further agrees that MDA and/or the Office of the State Auditor shall have the right to inspect books, records, plans and other data related to the Project.
- k. The Entity shall follow General Auditing Standards for financial and other record retention.
- l. The Entity shall comply with the following requirements and responsibilities: enroll in the E-Verify program; display the E-Verify participation posters (English & Spanish) in prominent places that are visible to prospective employees and all employees who are to be verified through the system; comply with the most recent version of the E-Verify Manual; comply with current Form I-9 procedures; initiate E-verify verification procedures for new employees within three (3) business days after each employee has been hired, and record the case verification numbers on the employee's Form I-9 or print the screen containing the verification number and attach it to the employee's Form I-9.
- m. The Entity shall notify the members of the House of Representatives and Mississippi Senate at least five (5) days prior to a public ceremony announcing the award of the grant in their district or any public announcement or ceremony regarding the groundbreaking or opening of a facility, roadway or bridge using grant funds.
- n. The Entity will include the following language on signage regarding any public event or any new facility, roadway or bridge: "Funds were made available for this project by the Mississippi State Legislature."

Section 8. Termination.

- a. MDA may terminate its obligation to honor any disbursement of the Grant at any time prior to any disbursement of the Grant if any event occurs, which would constitute a default under this Agreement.
- b. It is expressly understood and agreed that the obligation of MDA to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi Legislature and the receipt of state funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, or if funds

are not otherwise available to MDA, then MDA shall have the right upon ten (10) working days' written notice to the Entity to terminate this Agreement without damage, penalty, cost or expense to MDA of any kind whatsoever. The effective date of termination shall be specified in the notice of termination.

Section 9. Notice Addresses. All notices given pursuant to this Agreement shall be in writing signed by the party giving the notice and shall be given by:

- a) certified mail, postage prepaid;
- b) prepaid overnight delivery; or
- c) hand delivery.

For the purposes of this Agreement, notices shall be sent to the parties at the addresses set forth on Item 5 of Annex A hereto or to such other addresses that the parties may designate in writing.

Section 10. Miscellaneous.

- a) No party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other parties. Such consent shall not be unreasonably withheld.
- b) This Agreement has been made by MDA (acting for and on behalf of the State) and the Entity, and no person other than the foregoing and their successors or assigns shall acquire or have any right under or by virtue of this Agreement.
- c) This Agreement shall become effective upon the execution and the acceptance hereof by the parties hereto and shall be valid and enforceable from and after the time of such execution and acceptance.
- d) If any section or part of a section of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a section of this Agreement.
- e) In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

f) This Agreement shall inure to the benefit of MDA and the Entity and shall be binding upon MDA and the Entity and their respective successors and assigns.

g) This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Mississippi, including its statutes of limitation and without regard to conflict of law principles.

All disputes regarding this Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), must be brought or filed in state court in the First Judicial District of Hinds County, Mississippi, which shall be the exclusive forum and jurisdiction for such disputes.

The Parties agree that their choice of laws and exclusive forum set forth above are mandatory and shall not be deemed permissive.

h) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same agreement.

i) No amendment, change, modification, or alteration of this Agreement shall be made other than pursuant to a written instrument signed by the parties to this Agreement.

j) This Agreement has been prepared by the efforts of all the parties. In any construction to be made to this Agreement, it shall not be construed against any party on the basis of authorship.

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

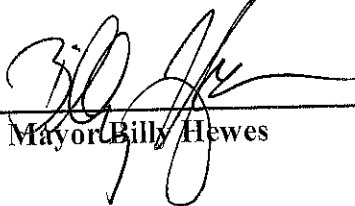
**MISSISSIPPI DEVELOPMENT AUTHORITY
(ACTING FOR AND ON BEHALF OF THE STATE
OF MISSISSIPPI)**

By: _____
Laura Hipp, Interim Executive Director

ATTEST:

Sarah Wright, Bureau Manager

CITY OF GULFPORT

By:  _____
Mayor Billy Hewes

ATTEST:

Lesley DeMuth, City Clerk

Annex A
to
Grant Agreement

Item 1- Name of Entity: City of Gulfport

Item 2A- Description of Project: Gulf Coast Restoration Funds to be used to assist the City of Gulfport with flood control and drainage costs and other eligible expenditures related to the Project as approved by MDA at the approved Project Site located at the Forest Heights subdivision within the Turkey Creek Basin in Gulfport, Harrison County, Mississippi ("Project Site"). Internal labor will not be reimbursable.

Item 2B- Soft Cost Expenses: Engineering, Architectural, Project Management and other soft costs shall not exceed 10% of this MDA grant amount. Any amount above 10% will be allowed to count toward the local match for the Project as a whole.

Item 3- Grant Amount: \$2,100,000

Item 4- Grant Terms and Conditions

MDA will approve and make available for reimbursement purposes grant funds in an amount not to exceed Two Million, One Hundred Thousand Dollars (\$2,100,000) which amount has been previously approved and allocated with respect to the Project from the Gulf Coast Restoration Fund for the reimbursement of a portion of costs and expenses related to the Project. All documentation for disbursement must be received by June 30, 2022. Any grant funds not disbursed before June 30, 2022 will be subject to reappropriation by the Legislature in subsequent years until the Project is complete.

The Entity commits and warrants that it will make an investment in the Project of at least Four Million, Seven Hundred Thousand Dollars (\$4,700,000) and allocate a Twelve Million, Five Hundred Thousand Dollar (\$12,500,000) federal US Army Corps of Engineer grant to incentivize the development of the Project.

Item 5- Grant Performance Metrics

The Entity commits to meet the following performance metrics as determined by the Entity and MDA: (1) The Entity will complete the design and permitting for the project by June 30, 2024; and (2) The Entity will complete the project by June 30, 2026. ("Performance Metric Commitments").

In the event that the Entity fails to satisfy the Performance Metric Commitment, then the Entity shall repay the State any expended grant funds.

MDA shall provide the Entity with written notice of default and the Entity will be given thirty (30) days following receipt of such notice to cure such default prior to the default payment becoming due and owing.

Item 6-

Address Notice:

Mississippi Development Authority
Post Office Box 849
Jackson, Mississippi 39205
Attention: Financial Resources

City of Gulfport
Post Office Box 1780
Gulfport, Mississippi 39502
Attention: Mayor Billy Hewes

ACKNOWLEDGMENT OF MISSISSIPPI DEVELOPMENT AUTHORITY

STATE OF MISSISSIPPI)
) ss:
COUNTY OF HINDS)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, _____, within my jurisdiction, the within named Laura Hipp, who acknowledged she is the Interim Executive Director, of the Mississippi Development Authority and that for and on behalf of said Department and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized by said Department so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____
day of _____, _____.

Notary Public

My Commission Expires:

[S E A L]

ACKNOWLEDGMENT OF ENTITY

STATE OF MISSISSIPPI)
) **ss:**
COUNTY OF HARRISON)

Personally appeared before me, the undersigned authority in and for the said county and state,
on this the _____ day of _____, _____, within my
jurisdiction, the within named _____, who
acknowledged he/she is the _____, of
_____, and that for and on behalf of said
_____, and as its act and deed, they executed the
above and foregoing instrument, after first having been duly authorized by said
_____ so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____
day of _____, _____.

Notary Public

My Commission Expires:

[S E A L]

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 _____, 2021, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO ACCEPT FY 2021 JUSTICE ASSISTANCE GRANT PROGRAM GRANT NUMBER
15PBJA-21-GG-01620-JAGX AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY
AND ALL DOUCMENTS REQUIRED TO ACCEPT SAID GRANT**

WHEREAS, the City of Gulfport, by and through the Gulfport Police Department, applied for the FY 2021 Justice Assistance Grant (JAG) Program; and

WHEREAS, having applied for the said grant, the Police Department has been advised that the grant, which is a multi-agency grant with the City of Gulfport as the fiscal agent/administrator for the Grant, has been awarded in the total amount of \$84,580.33; and

WHEREAS, as set out more fully in the attached memorandum from Chris Ryle, Chief of Police, the grant, for which no matching funds are required, includes funding in the amount of \$43,023.33 for the City of Gulfport, which funding will be used to fund the purchase of Panasonic Toughbook computers for use by Gulfport police officers; and

WHEREAS, the proposed Grant documents are attached hereto and are included in Exhibit “A” hereto.

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

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

SECTION 2. That the Grant Documents attached hereto as Exhibit “A” be and the same are hereby approved in the form as is found in Exhibit “A” to this resolution, and the Mayor is, hereby authorized to execute and deliver the same, as well as any other documents as may be required to effectuate the acceptance of the grant, on behalf of the City of Gulfport.

SECTION 3. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and 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 _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2021.

MAYOR

✓ Award Letter

October 12, 2021

Dear Tammy Penton,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by GULFPORT, CITY OF for an award under the funding opportunity entitled 2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$86,369.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence

Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age.

For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

- > **Award Information**
- > **Project Information**
- > **Financial Information**
- > **Award Conditions**
- > **Award Acceptance**

- > Award Letter
- > Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

 Recipient Information

Recipient Name

GULFPORT, CITY OF

DUNS Number

083441931

Street 1

2200 15TH ST

Street 2

City

GULFPORT

State/U.S. Territory

Mississippi

Zip/Postal Code

39501

Country

United States

County/Parish

Province

 Award Details

Federal Award Date

10/12/21

Award Type

Initial

Award Number

15PBJA-21-GG-01620-JAGX

Supplement Number

00

Federal Award Amount

Funding Instrument Type

\$86,369.00

Grant

Assistance Listing Number Assistance Listings Program Title

16.738

Statutory Authority

Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

☐ *I have read and understand the information presented in this section of the Federal Award Instrument.*

- › **Project Information**
- › **Financial Information**
- › **Award Conditions**
- › **Award Acceptance**

- > Award Letter
- > Award Information
- ✓ Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2021 BJA FY 21 Edward Byrne Memorial
Justice Assistance Grant (JAG) Program -
Local Solicitation

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT13428664

Grant Manager Name Phone Number

Yolaine Faustin 202-353-1720

E-mail Address

Yolaine.Faustin@ojp.usdoj.gov

Project Title

Patrol Effectiveness and Enhancement Through Updated Equipment

**Performance Period Start
Date**

10/01/2020

**Performance Period End
Date**

09/30/2024

Budget Period Start Date

10/01/2020

Budget Period End Date

09/30/2024

Project Description

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent

and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

☐ *I have read and understand the information presented in this section of the Federal Award Instrument.*

- > **Financial Information**
- > **Award Conditions**
- > **Award Acceptance**

- **Award Letter**
- **Award Information**
- **Project Information**
- ✓ **Financial Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

☐ *I have read and understand the information presented in this section of the Federal Award Instrument.*

- **Award Conditions**
- **Award Acceptance**

- **Award Letter**
- **Award Information**
- **Project Information**
- **Financial Information**
- ✓ **Award Conditions**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates,

collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.



Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.



Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.



Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently

accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration Chapter 1 Part 38 under e-CFR "current" data



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."



Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.



Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").



Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of

work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

15

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

16

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

17

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

18

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute

agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier

subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

26

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

27

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

28

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

29

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

30

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

31

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at

<https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

32

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

33

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

34

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

35

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

 36**Avoidance of duplication of networks**

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

 37**Compliance with 28 C.F.R. Part 23**

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

 38**Protection of human research subjects**

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent.

 39**Confidentiality of data**

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

 40**Law enforcement task forces - required training**

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a

task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

41

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

42

"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

43

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

44

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or

not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

45

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

46

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of

2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

47

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

48

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

49

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

50

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies

should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

51

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

52

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

53

Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

54

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List

(<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

55

Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

56

BJA- JAG - Withholding of Funds for MOU

Withholding of funds: Memorandum of Understanding

The recipient may not expend or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and an Award Condition Modification has been issued to remove this condition.

57

BJA- JAG - Withholding of Funds for Chief Executive Certification

Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

58

BJA- JAG - Withholding of funds for budget documentation

Withholding of funds: Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.

No more data to load



I have read and understand the information presented in this section of the Federal Award Instrument.

> **Award Acceptance**

- > Award Letter
- > Award Information
- > Project Information
- > Financial Information
- > Award Conditions
- ✓ Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official

Name of Approving Official

Signed Date And Time

Deputy Assistant Attorney
General

Maureen Henneberg

9/16/21 3:31 PM

Authorized Representative



Entity Acceptance

Title of Authorized Entity Official

Grants Manager

Signed Date And Time

Memorandum

To: Mayor Billy Hewes
From: Chief Chris Ryle, Gulfport Police Department
Date: December 6, 2021
Re: Accept FY 2021 Justice Assistance Grant (JAG) program

Subject: Permission to Accept FY 2021 Justice Assistance Grant (JAG) Program Award Number 15PBJA-21-GG-01620-JAGX.

Your permission is requested to accept the grant identified above. This grant is unusual in that the Bureau of Justice Assistance allocates funds to specific agencies and requires those agencies that have been certified as disparate by the state's attorney general's office to submit a joint application with one agency identified as the fiscal agent/administrator. The Gulfport Police Department submitted the application and will serve as the fiscal agent/administrator. The award total is \$86,369.00 divided as follows: Gulfport \$43,023.33, Biloxi \$21,557.00 and Harrison County \$20,000.00. Gulfport Police Department will use these funds to purchase Panasonic Toughbook Computers for officers. No matching funds are required.

I appreciate your consideration of this request. If you have any questions, please feel free to call me at 868-5964.

CONFIDENTIAL

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 _____, 2021, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO ACCEPT A UNITED STATES DEPARTMENT OF LABOR WORKFORCE
INNOVATION & OPPORTUNITY ACT GRANT FROM AND THROUGH THE
SOUTHERN MISSISSIPPI PLANNING & DEVELOPMENT DISTRICT, TO
AUTHORIZE THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS REQUIRED
TO ACCEPT SAID GRANT, AND FOR RELATED PURPOSES**

WHEREAS, the Gulfport Fire Department applied for funding from the United States Department of Labor Workforce Innovation & Opportunity Act Grant program which is administered by the Southern Mississippi Planning & Development District to fund a paramedic training program designed to increase the skill levels and retain a skilled paramedic workforce; and

WHEREAS, having applied for the said grant, the Fire Department has been advised that the grant has been awarded in the total amount of \$20,375.00; and

WHEREAS, the proposed Grant documents are attached hereto for review and consideration as Exhibit "A" hereto.

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

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

SECTION 2. That the Grant Documents attached hereto as Exhibit "A" be, and the same are hereby, approved, and the Mayor is, hereby authorized to execute and deliver the same, as well as any other documents as may be required to effectuate the acceptance of the grant, on behalf of the City of Gulfport.

SECTION 3. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and 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 _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2021.

MAYOR

SOUTHERN MISSISSIPPI PLANNING & DEVELOPMENT DISTRICT

10441 Corporate Drive, Suite 1. Gulfport, Mississippi 39503

WORKFORCE INNOVATION & OPPORTUNITY ACT SUBRECIPIENT SIGNATURE SHEET

1. SUBRECIPIENT Name, Address, and Telephone:

City of Gulfport (COG)
(Gulfport Fire Department)
P.O. Box 1780
Gulfport, MS 39501
(228) 868-5950

2. CFDA Number: 17-258 & 17-278

3. Subaward Identifier: 21-3521-32-569
Paramedic Training (Incumbent Workers)

4. Verified Debarment List: Y

5. Period of Performance:

Start Date: 1/10/2022 **End Date:** 12/31/2022

6. Subaward Type (select one):

☒ Original
☐ Modification

7. FAIN: AA 347772055A28 DOL/ETA

Federal Award Date: 10/27/2020

8. Indirect Rate: COG - None

1.a. Contact Person, Email & Telephone:

Chief Billy Kelley
P.O. Box 1780
Gulfport, MS 395021
(228) 868-5950
Cc: City Attorney's Office

9. Subaward #21-3521-32-569

CFDA#	Non-Federal	Federal Funds Description	Federal Award Amount	Subrecipient Award Amount	PROGRAM YEAR	
	Funds Amount					
17-258		Adult Funds	\$2,462,451.05	\$10,187.50	2021	\$2,
17-278		Dislocated Worker Funds	\$2,386,417.47	\$10,187.50	2021	
	\$20,375.00					
Total Award			\$4,848,868.52	\$20,375.00	2021	

10. The Subrecipient agrees to operate the program outlined in this subaward in accordance with all provisions of this subaward as included herein. The following sections are attached and incorporated into this subaward:
Signature Sheet, Statement of Activities, Budget Summary, General Terms and Conditions, and Attachments.

11. Reviewed for Approval for Southern Mississippi Planning & Development District, Fiscal Agent for Twin Districts Workforce Development Area:

Signature _____ Date _____

Name: Allison B. Hawkins
Title: Economic Workforce Development Director

12. Approved for Southern Mississippi Planning & Development District, Fiscal Agent for Twin Districts Workforce Development Area:

Signature _____ Date _____

Name: Leonard Bentz
Title: Executive Director

13. Approved for SUBRECIPIENT:

Signature _____ Date _____

Name: Billy Hewes
Title: Mayor, City of Gulfport

STATEMENT OF ACTIVITIES

PROJECT DESCRIPTION:

The City of Gulfport (COG) by and through the Gulfport Fire Department will conduct a Paramedic Training Program for Fire Fighters to increase their skill levels and retain a skilled workforce.

The City of Gulfport will offer paramedic training to Fire Fighters that have been employed with the City of Gulfport a minimum of six months. The training blends classroom instruction with hands-on skills training in pre-hospital medicine in conjunction with medical direction.

The training includes instruction in the following:

- Airway assessment
- Drug calculations
- Trauma
- Cardiology
- Pediatrics/Neonatology
- OB/GYN
- At-Risk patients

All students are required to be Workforce Innovation & Opportunity Act (WIOA) certified at the Gulfport WIN Job Center.

IDENTIFIED MEASURES OF EFFECTIVENESS and PERFORMANCE:

1. Number of participants enrolled in training.
2. Number of participants that complete the course.
3. Number of participants that achieve a credential.

COG WILL:

1. Provide staff to oversee and administer the program.
2. Make sure all participants receiving funds under this grant are eligible for and enrolled in WIOA through the local WIN Job Center.
3. Provide proper documentation to support participant eligibility for these services.
4. Maintain proper internal controls.
5. Provide financial reimbursement report with required documentation.
6. Maintain participant sign-in sheets and submit to SMPDD upon request.

WORKFORCE DEVELOPMENT AREA WILL:

1. Provide technical assistance to maintain compliance with WIOA regulations.
2. Reimburse COG for all allowable expenses listed in the budget summary **"amount to be reimbursed column."**
3. Provide a system of registering all applicants for services and tracking outcomes.

BUDGET SUMMARY

Subaward Number:

21-3521-32-569

	ITEM	PROJECT COST	AMOUNT TO BE REIMBURSED
1.1	Tuition	\$ 36,750.00	\$18,375.00
1.2	Textbooks (Participants)	\$4,000.00	\$2,000.00
1.3	Salaries (2 Instructors)	\$0	\$0
1.4	Benefits (Participants)	\$0	\$0
1.5	Travel (Participants)	\$0	\$0
1.6	Expendable Supplies	\$0	\$0
	TOTAL	\$40,750.00	\$20,375.00

BUDGET REIMBURSABLE BREAKDOWN

	Position(s) and Location (s)	Number of Firefighters	Amount per participant	Number of months:	Tuition
1.1	Firefighters Tuition-Gulfport Fire Department	5	\$3675 (\$7350 x 50%)	10	\$18,375.00
1.2	Textbooks and uniforms	5	\$400 (\$800 x 50%)		\$2,000.00
TOTAL					\$20,375.00
1.3	Instructors Salaries			\$0	\$0
1.4	Fringe Benefits			\$0	\$0
1.5	Travel			\$0	\$0
1.6	Expendable Supplies			\$0	\$0
GRAND TOTAL					\$20,375.00

General Terms and Conditions

Southern Mississippi Planning and Development District (**SMPDD**) and City of Gulfport (**COG**), referred to as the **SUBRECIPIENT**; accept the following terms and conditions.

1. Addresses and Conditions

All grant-related correspondence shall be in writing and shall either be personally delivered, sent by email, certified mail, or first class U. S. mail postage pre-paid, and addressed to the entities or persons listed below.

SMPDD/TDWDB

Shari White
914 Sullivan Drive
Hattiesburg, MS 39401

Allison B. Hawkins
10441 Corporate Drive, Suite 1
Gulfport, MS 39503

2. Compliance with Laws and Rules

COG agrees to comply fully with all Federal and State rules, professional standards, policy issuances, policies, and procedures applicable to this grant or the programs it funds, including any changes or amendments taking effect during the grant performance period. Changes and amendments become binding upon actual or constructive notice, including publication, mailing, or hand-delivery.

COG shall conduct its workforce development programs in accordance with the Workforce Innovation and Opportunity Act (WIOA), and with rules, policies, procedures, statutes, regulations and official directives issued by the U. S. Department of Labor (DOL), State of Mississippi governmental agencies, and the Twin Districts Workforce Development Board (TDWDB)

3. Deliverables and Statement of Work

COG agrees to deliver the quality and quantity of services specified in this grant. All services shall be performed during the grant term.

COG shall utilize qualified staff to provide services funded by this grant.

COG ensures that staff has the knowledge, skills, and qualifications necessary to perform required services and possess licenses, permits, certifications, and authorizations required by law. Timesheets and activities/duties performed by staff will be submitted to **SMPDD/TDWDB** upon request.

4. Reimbursement Provisions

- A. In no event shall the amount paid to **COG** by **SMPDD** for services exceed the amount identified as the "TOTAL AWARD" on the first page of this grant.

- B. **COG** shall be reimbursed only for actual and allowable expenses incurred in accordance with the accompanying budget narrative.
- C. All reimbursements shall be documented in accordance with DOL, and **SMPDD/TDWDB** policies and procedures, and are subject to monitoring, audit, disallowance, and recouping. **SMPDD/TDWDB** shall have no obligation to release cash payments until a proper and timely cash request and a reporting worksheet or invoice is submitted.
- D. **SMPDD/TDWDB** has the right to deny all or a portion of cash payment otherwise due to **COG** based upon any of the following:
- Failure to comply with any agreement provision, all of which are deemed to be material;
 - Failure to comply with applicable laws, rules, policies, or procedures;
 - Failure to resolve costs disallowed under this or any separate **SMPDD/TDWDB** agreement or contract;
 - Failure to repay amounts otherwise owed to the **SMPDD/TDWDB**; and
 - Failure to specify and justify cost related to training.
- E. **SMPDD/TDWDB** agrees to pay **SUBRECIPIENT** promptly (usually within thirty (30) days of receipt of the invoice). All invoices are subject to approval by **SMPDD/TDWDB**.

5. Indemnification and Hold Harmless

To the extent allowed by Mississippi law, the **SUBRECIPIENT** will indemnify **SMPDD/TDWDB** and any employees or officers thereof to claims, suits, legal actions, or damages that result from any negligent or wrongful act or omission of the **SUBRECIPIENT**.

6. Grant Termination

- A. Termination for Cause – **SMPDD/TDWDB** may immediately terminate this grant, in whole or in part, without limiting remedies, should the **SUBRECIPIENT** materially breach any of the grant's requirements, including these Terms and Conditions and requirements contained herein.

- B. Termination for Convenience – The grant may be terminated at any time by either party for convenience by giving thirty (30) calendar days advance written notice to the other party.
- C. Payment after Termination – In the event of early grant termination, initiated by either party for whatever reason, the **SUBRECIPIENT** shall only be entitled to receive reimbursement for costs incurred prior to the grant termination date. Reasonable closeout costs may be approved at **SMPDD/TDWDB's** sole discretion.
- D. Remedies Retained - Nothing in this grant shall be construed to limit either party's legal remedies, including but not limited to, the right to sue for damages, should either party materially violate any grant provisions.
- E. Availability of Funds (multi-term contractual agreements only)- It is expressly understood and agreed that the obligation of **SMPDD/TDWDB** to proceed under this grant is conditioned upon the appropriation of funds by the Mississippi Department of Employment Security and the receipt of state and/or Federal funds. If the funds anticipated for the continuing fulfillment of the grant are, at any time, not forthcoming or 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 **SMPDD/TDWDB**, **SMPDD/TDWDB** shall have the right upon ten (10) working days' written notice to the **SUBRECIPIENT** to terminate the grant without damage, penalty, cost or expenses to **SMPDD/TDWDB** of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

7. Grant Modifications

A. Grant Changes

SMPDD/TDWDB may initiate agreement changes when such changes are required by the **MS Department of Employment Security (MDES)** or the DOL. Such changes, including any increase or decrease in the amount of the grant, may result in a written grant modification. Either party may request a grant renegotiation when circumstances, which are neither foreseen nor reasonably foreseeable by the parties at the time of the agreement, arise during the grant period. **SUBRECIPIENT** MUST submit ALL requests for grant modifications to, and receive written approval from, the **SMPDD/TDWDB** before implementing any changes to the project description, including services to be rendered and general operating procedures, performance and participant outcomes, and other terms and conditions of the grant.

B. Budget Adjustments

SUBRECIPIENT may make adjustments to line items in the budget narrative, *excluding salaries*, as long as the changes do not exceed 10% of the originally negotiated limit of a line item. Modifications to this grant or its attachments shall be valid only when written and signed by authorized representatives of the parties.

C. Price Adjustment

1. *Price Adjustment Methods*. Any adjustment in agreement price pursuant to a clause in this grant shall be made in one or more of the following ways:

- by agreement on a fixed price adjustment before commencement of the additional performance;
- by unit prices specified in the grant;
- by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the grant; or
- price escalation clause.

2. *Submission of Cost or Pricing Data*. The **SUBRECIPIENT** shall provide cost or pricing data for any price adjustments.

8. **Nondiscrimination, Equal Opportunity Provisions and Assurances**

A. The **SUBRECIPIENT** must not illegally discriminate in determining who will be registered into or have access to any agreement in making employment decisions.

B. The **SUBRECIPIENT** assures that it will comply fully with and agree to adhere to the following:

- WIOA Section 188 which prohibits discrimination against all individuals on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief or on the basis of either citizenship or status as a lawfully admitted immigrant authorized to work in the United States;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin;

- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- Executive Orders 13198 and 13279, which provide for equal treatment in Department of Labor programs for faith-based community organizations, protection of religious liberty, and limitation on employment of participants;
- The Buy American Act (41 U.S.C. 10a et seq.);
- Section 319 of Public Law 101-121, which restricts lobbying;
- The Clean Air Act, Section 306 (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), Energy Policy and Conservation Act of 1975;
- The Davis-Bacon Act (40 U.S.C. 267a to 276a-7) as supplemented by the DOL regulations (29CFR part 5-Construction contracts in excess of \$2,000);
- Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented by DOL regulations (29CFR Part 3);
- Public Law 93-348 regarding the protection of human subjects involved in research;
- Hatch Act (5 U.S.C. 1501-1508 and 7324-7328); and
- Applicable State of Mississippi laws and directives.

C. Private employers, state, and local governments, employment agencies, and labor unions shall comply with the Americans with Disabilities Act of 1990. This legislation prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, job training, and other terms, conditions, and privileges of employment.

An employer is required to make an accommodation to the known disability of a qualified applicant or employee if it would not impose an “undue hardship” on the operation of the employer’s business. An employer is not required to lower quality or production standards to make an accommodation, nor is an employer obligated to provide personal use items such as glasses or hearing aids.

9. Financial Management, Reports, and Record-Keeping

The **SUBRECIPIENT** shall comply with all **SMPDD/TDWDB**, Office of Management and Budget (OMB), and DOL rules, regulations, circulars, policies, and procedures on financial management for all contract expenditures. The **SUBRECIPIENT** shall ensure that its financial management systems provide the necessary internal controls, accounting records, and reporting systems to meet accepted accounting standards and comply with the applicable OMB uniform cost principles for the type of entity receiving the funds.

SMPDD/TDWDB reserves the right to inspect the **SUBRECIPIENT'S** financial management systems and to impose additional accounting requirements to ensure that accounting requirements are being met.

- A. Access to Records and Facilities – **SMPDD/TDWDB**, Federal monitors and auditors, and any persons duly authorized by the Federal government shall have full access to and the right to examine and copy any or all books, records, documents, and other materials regardless of form or type which are pertinent to grant performance or which reflect direct and indirect costs related to this grant. Access right shall continue during the record retention period after the grant's ending date.

This access right shall extend to all business hours and places where any grant activity is conducted. The **SUBRECIPIENT** shall include these access requirements in all subcontracts.

- B. Audits and Monitoring – The **SUBRECIPIENT** shall adhere to applicable Office of Management and Budget (OMB) Circulars and other applicable Federal, State of Mississippi, and **SMPDD/TDWDB** regulations, policies, and procedures governing audits and monitoring.

All Non-Federal entities that expend \$750,000 or more during the Non-Federal entity's fiscal year in total Federal awards from all funding sources must have a single audit conducted for that year, in accordance with 2 CFR 200. All for-profit organizations that expend \$750,000 or more during the for-profit's fiscal year in total federal awards must have a single audit conducted for that year in accordance with 2 CFR 200.

The **SUBRECIPIENT** shall regularly and adequately oversee and monitor its activities to ensure full compliance with WIOA regulations and grant obligations. Actual performance should be compared to the planned goals periodically. Corrective action procedures should be implemented, or technical assistance requested when problems are noted. **SMPDD/TDWDB** may also monitor this agreement. Federal agencies may also monitor this grant from time to time.

- C. Program Income – Any revenue generated by this grant, except profit generated by a for-profit entity, up to the limit set in the Budget Narrative, shall be considered program income. Program income must be tracked by funding source and reported to **SMPDD/TDWDB** on the monthly reporting worksheet. All program income must be spent on allowable WIOA activities in accordance with State and Federal requirements. The **SUBRECIPIENT** agrees to comply with **SMPDD/TDWDB** policies regarding charging of fees. Fees shall be reviewed and approved in advance by the **SMPDD/TDWDB**. No fees will be imposed upon any individuals for the receipt of services funded under this grant.
- D. PELL, Trainee Financial Assistance, and Other WIOA Cost Reductions – The **SUBRECIPIENT** shall identify training costs supported or paid by other Federal, State, or local programs such as PELL Grants, the Trade Adjustment Act (TAA), Veterans programs, Vocational Rehabilitation, and other financial assistance for students, in order to ensure that WIOA funds are used in addition to funds otherwise available.
- E. Maintenance of Effort – The **SUBRECIPIENT** agrees to expend funds received pursuant to this grant to supplement and not to supplant existing programs and activities.
- F. Additional Funding – The **SUBRECIPIENT** will submit to **SMPDD/TDWDB** notice of receipt of any Federal, State, or local grants or other funding that significantly affects costs, quality, or quantity of grant services.
- G. Resolution of Disallowed Costs – The **SUBRECIPIENT** agrees to participate in and be bound by determinations arising out of the **SMPDD/TDWDB** disallowed cost resolution and grievance procedures. If the **SUBRECIPIENT** violates or permits violation of the grant terms or conditions, the **SUBRECIPIENT** shall repay to **SMPDD/TDWDB** the amount of funds directly related to the violation. If a grant cost is disallowed after payment has occurred, the **SUBRECIPIENT** shall repay the amount of the disallowance to **SMPDD/TDWDB** within thirty (30) calendar days or on a written alternative schedule assigned by **SMPDD/TDWDB**. Grant funds shall not be used to repay questioned or disallowed costs.
- H. Taxes – It is mutually agreed that all applicable payroll taxes, unemployment contributions, and other taxes, insurance or other expenses for the **SUBRECIPIENT'S** staff, shall be paid as and when due as agreed upon by the **SUBRECIPIENT**.
- I. Travel – The **SUBRECIPIENT** must comply with the applicable requirements of the Federal Travel Regulations provided by the U. S. General Services Administration. In the absence of an acceptable **SUBRECIPIENT** policy regarding travel costs, the rates and amounts established under subchapter 1 of Chapter 57 of Title 5, U. S. Code, will apply.

- J. Rebates – The **SUBRECIPIENT** agrees to notify **SMPDD/TDWDB**, in writing, of any income resulting from lease/rental rebates or other rebates, interest, credits of any other financial benefits generated by the agreement. Action shall be taken to reimburse SMPDD/TDWDB for such income appropriately.
- K. Confidentiality – The use or disclosure of any information concerning WIOA program applicants or participants for any purpose not directly connected with the administration of this contract is prohibited, except as required by law or as authorized by written consent of an applicant or a participant, or by his/her legally authorized representative.

All medical information and information regarding a participant's disability or any medical conditions must be kept confidential and maintained in a file separate from the participant's file.

- L. Consultants – Consultant fees paid under this subaward must have prior approval by **SMPDD/TDWDB** and identified in the budget as contractual services.
- M. Fair Pricing – If any grant costs or prices are significantly increased or decreased as a result of defective information submitted by the **SUBRECIPIENT**, **SMPDD/TDWDB** reserves the right to renegotiate the grant or to disallow and collect funds obtained by the **SUBRECIPIENT** due to false or negligently submitted information.
- N. Fair Competition – The **SUBRECIPIENT** assures that prices and costs have been arrived at independently, without consultation, communication, or agreement to restrict competition. This does not preclude or impede the formation of a consortium of companies and agencies.
- O. Litigation Expenses – Grant funds cannot be used for litigation against the **SMPDD/TDWDB** or the Federal Government.
- P. Record Maintenance – The **SUBRECIPIENT** shall maintain and safeguard participant files and records, project records and documents, and evidence of accounting procedures and practices. Records must be sufficient to justify all payments claimed and paid under this grant. These records shall be retained and made available to **SMPDD/TDWDB**, MDES, and Federal agents as follows:
- Retain all records for at least three (3) years after submittal of the grant closeout package to the **SMPDD/TDWDB**;
 - Retain all records of nonexpendable property acquired in whole or in part by grant funds for at least three (3) years after disposition of such property;

- Retain all grant records beyond three (3) years if any litigation or audit is begun or if a notice of such or claim is instituted involving this grant. In this instance, records will be retained until the litigation, audit, or claim has been fully and finally resolved; and
- Records regarding discrimination complaints and actions taken thereto are confidential and shall be maintained for not less than three (3) years from the final resolution of the discrimination complaint.

Records must be stored in such a manner that will preclude their loss or damage. The **SUBRECIPIENT** will be responsible for the costs of record storage. Grant records must be adequately marked and stored to facilitate the identification and retrieval of all grant records.

- Q. Cost Limitations-The **SUBRECIPIENT** shall comply with the cost limits described in 2 CFR 200. Also, expenditures for the total grant award, and each cost category shall not exceed the budget without approval from **SMPDD/TDWDB**.
- R. Modifications-The **SUBRECIPIENT** shall be restricted to processing only **one (1)** modification during each quarter for each basic grant agreement. Exceptions will be made if financial obligations must be altered immediately.
- S. Performance Review- **SMPDD/TDWDB** shall evaluate the participant data and fiscal reports for the grant at the end of each quarter. The review will include an analysis of goal achievement, expenditure levels, cost limitation by cost category, and other related items. If the grant performance is not satisfactory, the agreement may be modified or terminated.

Reporting Requirements-

1. Program Planning Summary (If Applicable)
The Program Planning Summary (PPS) displays cumulative participant and expenditure goals by quarter for WIOA-funded activities. A separate PPS must be completed for each project or activity. The basic agreement must include the initial PPS. The goals/ measures entered on each PPS should agree with goals explained in the contract Statement of Work. Revisions may be accepted on a quarterly basis and must be included in contract modifications that reflect changes in the goals and measures or changes in the budget.

Reporting Worksheet

The Reporting Worksheet is a concise report of accruals and actual disbursements for the reported quarter plus cumulative expenditures to date for the contract period. A printed worksheet form showing each activity listed on the agreement Budget Summary page will be mailed quarterly to the **SUBRECIPIENT**. By the seventh (7th) calendar day after the end of each quarter, the **SUBRECIPIENT** must submit the worksheet reporting expenditures through the end of the previous quarter, which is the reported quarter.

Closeout Package

The **SUBRECIPIENT** is required to submit a completed closeout package to **SMPDD/TDWDB** within thirty (30) days after the ending date of the contract. Each closeout package shall bear original signatures. Closeout package shall include financial, performance, and other information as required by **SMPDD/TDWDB**.

10. Prohibitions

- A. Lobbying – The **SUBRECIPIENT** certifies, by the initials of the primary signatory below, that it complies with Section 319 of Public Law 101-121 and with 29 CFR 93, which restricts lobbying. The **SUBRECIPIENT** shall make available, upon request, certification of compliance. The **SUBRECIPIENT** shall also make available, upon request, lobbying disclosure information as required by 20 CFR 667.200 (e). The initials of Primary Signatory below is a prerequisite for making or entering into this agreement imposed by Section 1352, Title 31, U.S. Code.

_____ Initials of Primary Signatory _____ Date

- B. Drug-Free Workplace Certification – The **SUBRECIPIENT** certifies that it complies with the requirements for a drug-free workplace, codified at 29 CFR Part 98.

- C. Debarment and Suspension – The **SUBRECIPIENT** certifies, by the initials of the Primary Signatory below, that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, Debarment, Suspension and Ineligibility codified at 48 CFR, Part 9, Subpart 9.4, and that it will not subcontract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs.

_____ Initials of Primary Signatory _____ Date

- D. Non-Employee Status of Trainees – Trainees in programs under this agreement are not considered to be Federal, State, or **SMPDD** employees.

- E. Employment Terms, Benefits, and Working Conditions – All participants employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work, except that no funds available under this contract may be used for contributions on behalf of trainees to retirement systems or plans.
- F. Political Activity – WIOA funds shall not be provided for any program that involves political activities, pursuant to WIOA Section 195.

11. Grievances, Complaints, and Disputes – The **SUBRECIPIENT** may either adopt its grievance and complaint procedure, which must comply with **SMPDD/TDWDB** requirements for WIOA grievance procedures or shall adopt and utilize the **MDES'S** grievance and complaint procedures.

The **SUBRECIPIENT** shall promptly notify **SMPDD/TDWDB** upon receiving any grievances or complaints filed against the **SUBRECIPIENT** or its subcontractors regarding WIOA. The **SUBRECIPIENT** must ensure that all subcontractors, including On-the-Job Training employers, have employee grievance procedures that address, at a minimum, the terms and conditions of WIOA employment. The **SUBRECIPIENT** may, in turn, elect to allow its subcontractors to utilize either the **SUBRECIPIENT'S** or **SMPDD/TDWDB'S** grievance and complaint procedures.

12. Program Rules and Conditions

- A. The **SUBRECIPIENT** shall conduct all agreement activities at locations known to and approved in advance by **SMPDD/TDWDB**. Location changes shall require prior written consent by **SMPDD/TDWDB**.
- B. All program, training, and subsidized worksites shall observe health and safety standards as established and required by Federal and State laws and regulations.
- C. Training and subsidized worksites must provide customers with assignments designed to keep them engaged in constructive activities overseen by skilled instructors or supervisors. Work assignments must correspond to each customer's training area.
- D. Worksites must keep accurate time and attendance records to substantiate the individual's participation.
- E. The **SUBRECIPIENT** shall provide orientation, during which participants shall be informed of program requirements and objectives.

13. Publicity and Public Announcements

- A. No funds provided under this grant shall be used for the preparation, printing, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or film presentation designed to lobby, support, or defeat legislation pending before the U. S. Congress or the State of Mississippi. No grant funds may be used to influence federal or state legislation or appropriations.
- B. When issuing statements, press releases, and requests for proposals, bid solicitations, and other documents describing programs funded in whole or in part by this grant, the **SUBRECIPIENT** shall state that the program will be financed with Federal funds. The **SUBRECIPIENT** will acknowledge **SMPDD/TDWDB** as a funding source in any press releases, public statements, or any other documents related to their WIOA-funded operations. Also, news releases should include information that the WIOA-funded program is an equal opportunity program or indicate that discrimination in the WIOA-funded program is prohibited by Federal law.

14. Conflict of Interest

- A. Every reasonable course of action will be taken by the **SUBRECIPIENT** in order to maintain the integrity of grant expenditures and to avoid any favoritism or illegal conduct. This grant will be administered impartially, free from improper personal, financial, or political gain.
- B. The **SUBRECIPIENT** shall have a written Code of Conduct. The Code of Conduct shall contain penalties, sanctions, or other disciplinary actions. The Code of Conduct shall apply to the **SUBRECIPIENT'S** staff. The Code of Conduct shall ensure that no one in a decision-making capacity shall have an improper conflict of interest. The Code of Conduct shall also address nepotism.

15. Subcontracts

- A. Grant work shall not be subcontracted, assigned, or delegated without **SMPDD/TDWDB** written consent. Subcontracts, if approved, shall contain applicable contract/grant requirements. The **SUBRECIPIENT** shall be responsible for subcontractor compliance and shall ensure that the subcontractor spends funds only for allowable activities. This paragraph does not apply to On-the-Job Training agreements with employers, Individual Training Accounts issued to participants, and Supportive Service payments delivered in accordance with **SMPDD/TDWDB** policies and procedures.

16. Waivers and Severability

- A. A failure by **SMPDD/TDWDB** to exercise its grant rights shall not constitute a waiver of any agreement right.
- B. If any part of this grant is declared invalid by a court, the remaining parts shall remain in full force and effect.

17. Resolution of Conflicting Provisions

If any provision of this grant conflicts with Federal or State law, the conflict will be resolved by giving precedence in the following order:

- A. The existing or hereinafter Workforce Innovation and Opportunity Act (WIOA) and the DOL's rules relating to WIOA;
- B. State of Mississippi laws, rules, and directives, including the State WIOA plan and its modifications; and
- C. This grant and its modifications.

18. Independent Capacity of SUBRECIPIENT

The parties declare that the **SUBRECIPIENT** and any agents and employees of the **SUBRECIPIENT**, are acting independently and are not officers, employees, or agents of **SMPDD/TDWDB**.

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 _____, 2021, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO ACCEPT A UNITED STATES DEPARTMENT OF LABOR WORKFORCE
INNOVATION & OPPORTUNITY ACT GRANT FROM AND THROUGH THE
SOUTHERN MISSISSIPPI PLANNING & DEVELOPMENT DISTRICT, TO
AUTHORIZE THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS REQUIRED
TO ACCEPT SAID GRANT, AND FOR RELATED PURPOSES**

WHEREAS, the Gulfport Fire Department applied for funding from the United States Department of Labor Workforce Innovation & Opportunity Act Grant program which is administered by the Southern Mississippi Planning & Development District to fund a fire fighter training program designed to meet the uniform minimum training standards stated in Mississippi Code Section 45-11-203 and to meet or exceed the minimum standards of the National Fire Protection Association Fire Fighter Professional Qualification Standards 1001-I-II; and

WHEREAS, having applied for the said grant, the Fire Department has been advised that the grant has been awarded in the total amount of \$150,511.99; and

WHEREAS, the proposed Grant documents are attached hereto for review and consideration as Exhibit "A" hereto.

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

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

SECTION 2. That the Grant Documents attached hereto as Exhibit "A" be, and the same are hereby, approved, and the Mayor is, hereby authorized to execute and deliver the same, as well as any other documents as may be required to effectuate the acceptance of the grant, on behalf of the City of Gulfport.

SECTION 3. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and 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 _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2021.

MAYOR

SOUTHERN MISSISSIPPI PLANNING & DEVELOPMENT DISTRICT

10441 Corporate Drive, Suite 1. Gulfport, Mississippi 39503

WORKFORCE INNOVATION & OPPORTUNITY ACT SUBRECIPIENT SIGNATURE SHEET

1. SUBRECIPIENT Name, Address, and Telephone:

City of Gulfport (COG)
(Gulfport Fire Department)
P.O. Box 1780
Gulfport, MS 39501
(228) 868-5950

1.a. Contact Person, Email & Telephone:

Chief Billy Kelley
P.O. Box 1780
Gulfport, MS 395021
(228) 868-5950
Cc: City Attorney's Office

2. CFDA Number: 17-258 & 17-278

3. Subaward Identifier: 070078852
Fire Fighter Course

4. Verified Debarment List: Y

5. Period of Performance:

Start Date: 01/03/2022 **End Date:** 06/30/2022

6. Subaward Type (select one):

☒ Original
☐ Modification

7. FAIN: AA-34777-20-55-A-28 **DOL/ETA**

Federal Award Date: November 3, 2020

8. Indirect Rate: N/A

9. Subaward #21-3531-32-569

CFDA#	Non-Federal Funds Amount	Federal Funds Description	Federal Award Amount	Subrecipient Award Amount	PROGRAM YEAR
17-258		Adult Funds	\$2,955,923.00	\$75,255.99	2021
17-278		Dislocated Worker Funds	\$2,919,556.00	\$75,256.00	2021
	\$150,511.99				
Total Award			\$5,875,479.00	\$150,511.99	2021

10. The Subrecipient agrees to operate the program outlined in this subaward in accordance with all provisions of this subaward as included herein. The following sections are attached and incorporated into this subaward:
Signature Sheet, Statement of Activities, Budget Summary, General Terms and Conditions, and Attachments.

11. Reviewed for Approval for Southern Mississippi Planning & Development District, Fiscal Agent for Twin Districts Workforce Development Area:

Signature Date

Name: Allison B. Hawkins
Title: Economic Workforce Development Director

12. Approved for Southern Mississippi Planning & Development District, Fiscal Agent for Twin Districts Workforce Development Area:

Signature Date

Name: Leonard Bentz
Title: Executive Director

13. Approved for SUBRECIPIENT:

Signature Date

Name: Billy Hewes
Title: Mayor, City of Gulfport

STATEMENT OF ACTIVITIES

PROJECT DESCRIPTION:

The City of Gulfport (COG) by and through the Gulfport Fire Department will conduct a Fire Fighter training program designed to meet the uniform minimum training standards stated in Mississippi Code Section 45-11-203 and to meet or exceed the minimum standards of the National Fire Protection Association Fire Fighter Professional Qualification Standards 1001-I-II.

The City of Gulfport will offer training to 14 potential Fire Fighters with a field delivery designed to allow them to deliver the Fundamentals of Fire Fighter Skills and Hazardous Materials Response course in a format similar to the on-campus Fire Fighter Program. Each module consists of chapters that will be independently tested in a written test format. Skills will be administered after the written examination. The skills will consist of randomly selected skills from all chapters that are in the tested module. Classes are delivered in five modules, with one being the Hazmat section.

Daily hands-on activities are conducted in order to build skills and enhance the knowledge gained. Students participate in comprehensive activities which require team and individual efforts to accomplish the assigned mission.

All testing will be conducted at the Mississippi State Fire Academy. The students must pass with 70% in both written and skills test to graduate the 1001 program.

All students are required to be Workforce Innovation & Opportunity Act (WIOA) certified at the Gulfport WIN Job Center.

IDENTIFIED MEASURES OF EFFECTIVENESS and PERFORMANCE:

1. Number of participants that complete the course.
2. Number of participants placed in unsubsidized employment.
3. Number of participants that achieve a credential.

COG WILL:

1. Provide staff to oversee and administer the program.
2. Make sure all participants receiving funds under this grant are eligible for and enrolled in WIOA through the local WIN Job Center.
3. Provide proper documentation to support participant eligibility for these services.
4. Maintain proper internal controls.
5. Provide financial reimbursement report with required supporting documentation.
6. Provide participants sign-in sheets.

WORKFORCE DEVELOPMENT AREA WILL:

1. Provide technical assistance to maintain compliance with WIOA regulations.
2. Reimburse COG for all allowable expenses listed in the budget summary "**amount to be reimbursed column.**"
3. Provide a system of registering all applicants for services and tracking outcomes.

BUDGET SUMMARY

Subaward Number:

21-3531-32-569

	ITEM	PROJECT COST	AMOUNT TO BE REIMBURSED
1.1	Salaries (Participants)	\$114,979.20	\$ 57,489.60
1.2	Benefits (Participants)	\$36,402.38	\$18,201.19
1.3	Salaries (Staff)-Instructors	\$28,646.40	\$0
1.4	Textbooks & Tuition (Participants)	\$8,679.44	\$4,339.72
1.5	Travel (Participants)	\$3,864.00	\$1,932.00
1.6	Expendable Supplies & Uniforms, Boots, Compliant Personal Protective Equip.	\$108,452.56	\$68,549.48
	TOTAL	\$301,023.98	\$150,511.99

BUDGET REIMBURSABLE BREAKDOWN

	SALARIES				
	Position(s) and Location (s)	Weeks Per Year:	Hours Per Week:	Hours Per Year:	Salaries
1.1	14 Participants-Gulfport	12	40	480	\$57,489.60
1.2	Fringe Benefits				\$18,201.19
TOTAL					\$75,690.79
1.3	Instructor Salaries			\$0	\$0
1.4	Textbooks & Tuition			\$0	\$4,339.72
1.5	Travel			\$0	\$1,932.00
1.6	Expendable Supplies & Uniforms			\$	\$68,549.48
GRAND TOTAL					\$150,511.99

General Terms and Conditions

Southern Mississippi Planning and Development District (**SMPDD**) and the City of Gulfport (**COG**), referred to as the **SUBRECIPIENT**; accept the following terms and conditions.

1. Addresses and Conditions

All grant-related correspondence shall be in writing and shall either be personally delivered, sent by email, certified mail, or first class U. S. mail postage pre-paid, and addressed to the entities or persons listed below.

SMPDD/TDWDB

Shari White
914 Sullivan Drive
Hattiesburg, MS 39401

or

Allison B. Hawkins
10441 Corporate Drive
Suite 1
Gulfport, MS 39503

2. Compliance with Laws and Rules

COG agrees to comply fully with all Federal and State rules, professional standards, policy issuances, policies, and procedures applicable to this grant or the programs it funds, including any changes or amendments taking effect during the grant performance period. Changes and amendments become binding upon actual or constructive notice, including publication, mailing, or hand-delivery.

COG shall conduct its workforce development programs in accordance with the Workforce Innovation and Opportunity Act (WIOA), and with rules, policies, procedures, statutes, regulations and official directives issued by the U. S. Department of Labor (DOL), State of Mississippi governmental agencies, and the Twin Districts Workforce Development Board (**TDWDB**)

3. Deliverables and Statement of Work

COG agrees to deliver the quality and quantity of services specified in this grant. All services shall be performed during the grant term.

COG shall utilize qualified staff to provide services funded by this grant.

COG ensures that staff has the knowledge, skills, and qualifications necessary to perform required services and possess licenses, permits, certifications and authorizations required by law. Timesheets and activities/duties performed by staff will be submitted to **SMPDD/TDWDB** upon request.

4. Reimbursement Provisions

- A. In no event shall the amount paid to **COG** by **SMPDD** for services exceed the amount identified as the "TOTAL AWARD" on the first page of this grant.

- B. **COG** shall be reimbursed only for actual and allowable expenses incurred in accordance with the accompanying budget narrative.
- C. All reimbursements shall be documented in accordance with DOL, and **SMPDD/TDWDB** policies and procedures, and are subject to monitoring, audit, disallowance, and recouping. **SMPDD/TDWDB** shall have no obligation to release cash payments until a proper and timely cash request and a reporting worksheet or invoice is submitted.
- D. **SMPDD/TDWDB** has the right to deny all or a portion of cash payment otherwise due to **COG** based upon any of the following:
- Failure to comply with any agreement provision, all of which are deemed to be material;
 - Failure to comply with applicable laws, rules, policies, or procedures;
 - Failure to resolve costs disallowed under this or any separate **SMPDD/TDWDB** agreement or contract;
 - Failure to repay amounts otherwise owed to the **SMPDD/TDWDB**; and
 - Failure to specify and justify cost related to training.
- E. **SMPDD/TDWDB** agrees to pay **SUBRECIPIENT** promptly (usually within thirty (30) days of receipt of the invoice). All invoices are subject to approval by **SMPDD/TDWDB**.

5. Indemnification and Hold Harmless

To the extent allowed by Mississippi law, the **SUBRECIPIENT** will indemnify **SMPDD/TDWDB** and any employees or officers thereof to claims, suits, legal actions, or damages that result from any negligent or wrongful act or omission of the **SUBRECIPIENT**.

6. Grant Termination

- A. Termination for Cause – **SMPDD/TDWDB** may immediately terminate this grant, in whole or in part, without limiting remedies, should the **SUBRECIPIENT** materially breach any of the grant's requirements, including these Terms and Conditions and requirements contained herein.

- B. Termination for Convenience – The grant may be terminated at any time by either party for convenience by giving thirty (30) calendar days advance written notice to the other party.
- C. Payment after Termination – In the event of early grant termination, initiated by either party for whatever reason, the **SUBRECIPIENT** shall only be entitled to receive reimbursement for costs incurred prior to the grant termination date. Reasonable closeout costs may be approved at **SMPDD/TDWDB's** sole discretion.
- D. Remedies Retained - Nothing in this grant shall be construed to limit either party's legal remedies, including but not limited to, the right to sue for damages, should either party materially violate any grant provisions.
- E. Availability of Funds (multi-term contractual agreements only)- It is expressly understood and agreed that the obligation of **SMPDD/TDWDB** to proceed under this grant is conditioned upon the appropriation of funds by the Mississippi Department of Employment Security and the receipt of state and/or Federal funds. If the funds anticipated for the continuing fulfillment of the grant are, at any time, not forthcoming or 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 **SMPDD/TDWDB**, **SMPDD/TDWDB** shall have the right upon ten (10) working days' written notice to the **SUBRECIPIENT** to terminate the grant without damage, penalty, cost or expenses to **SMPDD/TDWDB** of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

7. Grant Modifications

A. Grant Changes

SMPDD/TDWDB may initiate agreement changes when such changes are required by the **MS Department of Employment Security (MDES)** or the DOL. Such changes, including any increase or decrease in the amount of the grant, may result in a written grant modification. Either party may request a grant renegotiation when circumstances, which are neither foreseen nor reasonably foreseeable by the parties at the time of the agreement, arise during the grant period. **SUBRECIPIENT** MUST submit ALL requests for grant modifications to, and receive written approval from, the **SMPDD/TDWDB** before implementing any changes to the project description, including services to be rendered and general operating procedures, performance and participant outcomes, and other terms and conditions of the grant.

B. Budget Adjustments

SUBRECIPIENT may make adjustments to line items in the budget narrative, *excluding salaries*, as long as the changes do not exceed 10% of the originally negotiated limit of a line item. Modifications to this grant or its attachments shall be valid only when written and signed by authorized representatives of the parties.

C. Price Adjustment

1. *Price Adjustment Methods.* Any adjustment in agreement price pursuant to a clause in this grant shall be made in one or more of the following ways:
 - by agreement on a fixed price adjustment before commencement of the additional performance;
 - by unit prices specified in the grant;
 - by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the grant; or
 - price escalation clause.
2. *Submission of Cost or Pricing Data.* The SUBRECIPIENT shall provide cost or pricing data for any price adjustments.

8. **Nondiscrimination, Equal Opportunity Provisions and Assurances**

- A. The **SUBRECIPIENT** must not illegally discriminate in determining who will be registered into or have access to any agreement in making employment decisions.
- B. The **SUBRECIPIENT** assures that it will comply fully with and agree to adhere to the following:
 - WIOA Section 188 which prohibits discrimination against all individuals on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief or on the basis of either citizenship or status as a lawfully admitted immigrant authorized to work in the United States;
 - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin;

- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- Executive Orders 13198 and 13279, which provide for equal treatment in Department of Labor programs for faith-based community organizations, protection of religious liberty, and limitation on employment of participants;
- The Buy American Act (41 U.S.C. 10a et seq.);
- Section 319 of Public Law 101-121, which restricts lobbying;
- The Clean Air Act, Section 306 (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), Energy Policy and Conservation Act of 1975;
- The Davis-Bacon Act (40 U.S.C. 267a to 276a-7) as supplemented by the DOL regulations (29CFR part 5-Construction contracts in excess of \$2,000);
- Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented by DOL regulations (29CFR Part 3);
- Public Law 93-348 regarding the protection of human subjects involved in research;
- Hatch Act (5 U.S.C. 1501-1508 and 7324-7328); and
- Applicable State of Mississippi laws and directives.

C. Private employers, state, and local governments, employment agencies, and labor unions shall comply with the Americans with Disabilities Act of 1990. This legislation prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, job training, and other terms, conditions, and privileges of employment.

An employer is required to make an accommodation to the known disability of a qualified applicant or employee if it would not impose an "undue hardship" on the operation of the employer's business. An employer is not required to lower quality or production standards to make an accommodation, nor is an employer obligated to provide personal use items such as glasses or hearing aids.

9. Financial Management, Reports, and Record Keeping

The **SUBRECIPIENT** shall comply with all **SMPDD/TDWDB**, Office of Management and Budget (OMB), and DOL rules, regulations, circulars, policies, and procedures on financial management for all contract expenditures. The **SUBRECIPIENT** shall ensure that its financial management systems provide the necessary internal controls, accounting records, and reporting systems to meet accepted accounting standards and comply with the applicable OMB uniform cost principles for the type of entity receiving the funds.

SMPDD/TDWDB reserves the right to inspect the **SUBRECIPIENT'S** financial management systems and to impose additional accounting requirements to ensure that accounting requirements are being met.

- A. Access to Records and Facilities – **SMPDD/TDWDB**, Federal monitors and auditors, and any persons duly authorized by the Federal government shall have full access to and the right to examine and copy any or all books, records, documents, and other materials regardless of form or type which are pertinent to grant performance or which reflect direct and indirect costs related to this grant. Access right shall continue during the record retention period after the grant's ending date.

This access right shall extend to all business hours and places where any grant activity is conducted. The **SUBRECIPIENT** shall include these access requirements in all subcontracts.

- B. Audits and Monitoring – The **SUBRECIPIENT** shall adhere to applicable Office of Management and Budget (OMB) Circulars and other applicable Federal, State of Mississippi, and **SMPDD/TDWDB** regulations, policies, and procedures governing audits and monitoring.

All Non-Federal entities that expend \$750,000 or more during the Non-Federal entity's fiscal year in total Federal awards from all funding sources must have a single audit conducted for that year, in accordance with 2 CFR 200. All for-profit organizations that expend \$750,000 or more during the for-profit's fiscal year in total federal awards must have a single audit conducted for that year in accordance with 2 CFR 200.

The **SUBRECIPIENT** shall regularly and adequately oversee and monitor its activities to ensure full compliance with WIOA regulations and grant obligations. Actual performance should be compared to the planned goals periodically. Corrective action procedures should be implemented, or technical assistance requested when problems are noted. **SMPDD/TDWDB** may also monitor this agreement. Federal agencies may also monitor this grant from time to time.

- C. Program Income – Any revenue generated by this grant, except profit generated by a for-profit entity, up to the limit set in the Budget Narrative, shall be considered program income. Program income must be tracked by funding source and reported to **SMPDD/TDWDB** on the monthly reporting worksheet. All program income must be spent on allowable WIOA activities in accordance with State and Federal requirements. The **SUBRECIPIENT** agrees to comply with **SMPDD/TDWDB** policies regarding charging of fees. Fees shall be reviewed and approved in advance by the **SMPDD/TDWDB**. No fees will be imposed upon any individuals for the receipt of services funded under this grant.
- D. PELL, Trainee Financial Assistance, and Other WIOA Cost Reductions – The **SUBRECIPIENT** shall identify training costs supported or paid by other Federal, State, or local programs such as PELL Grants, the Trade Adjustment Act (TAA), Veterans programs, Vocational Rehabilitation, and other financial assistance for students, in order to ensure that WIOA funds are used in addition to funds otherwise available.
- E. Maintenance of Effort – The **SUBRECIPIENT** agrees to expend funds received pursuant to this grant to supplement and not to supplant existing programs and activities.
- F. Additional Funding – The **SUBRECIPIENT** will submit to **SMPDD/TDWDB** notice of receipt of any Federal, State, or local grants or other funding that significantly affects costs, quality, or quantity of grant services.
- G. Resolution of Disallowed Costs – The **SUBRECIPIENT** agrees to participate in and be bound by determinations arising out of the **SMPDD/TDWDB** disallowed cost resolution and grievance procedures. If the **SUBRECIPIENT** violates or permits violation of the grant terms or conditions, the **SUBRECIPIENT** shall repay to **SMPDD/TDWDB** the amount of funds directly related to the violation. If a grant cost is disallowed after payment has occurred, the **SUBRECIPIENT** shall repay the amount of the disallowance to **SMPDD/TDWDB** within thirty (30) calendar days or on a written alternative schedule assigned by **SMPDD/TDWDB**. Grant funds shall not be used to repay questioned or disallowed costs.
- H. Taxes – It is mutually agreed that all applicable payroll taxes, unemployment contributions, and other taxes, insurance or other expenses for the **SUBRECIPIENT'S** staff, shall be paid as and when due as agreed upon by the **SUBRECIPIENT**.
- I. Travel – The **SUBRECIPIENT** must comply with the applicable requirements of the Federal Travel Regulations provided by the U. S. General Services Administration. In the absence of an acceptable **SUBRECIPIENT** policy regarding travel costs, the rates and amounts established under subchapter 1 of Chapter 57 of Title 5, U. S. Code, will apply.

- J. Rebates – The **SUBRECIPIENT** agrees to notify **SMPDD/TDWDB**, in writing, of any income resulting from lease/rental rebates or other rebates, interest, credits of any other financial benefits generated by the agreement. Action shall be taken to reimburse SMPDD/TDWDB for such income appropriately.
- K. Confidentiality – The use or disclosure of any information concerning WIOA program applicants or participants for any purpose not directly connected with the administration of this contract is prohibited, except as required by law or as authorized by written consent of an applicant or a participant, or by his/her legally authorized representative.

All medical information and information regarding a participant's disability or any medical conditions must be kept confidential and maintained in a file separate from the participant's file.

- L. Consultants – Consultant fees paid under this contract shall be limited to \$300 per day without **SMPDD/TDWDB** written approval of a higher rate.
- M. Fair Pricing – If any grant costs or prices are significantly increased or decreased as a result of defective information submitted by the **SUBRECIPIENT**, **SMPDD/TDWDB** reserves the right to renegotiate the grant or to disallow and collect funds obtained by the **SUBRECIPIENT** due to false or negligently submitted information.
- N. Fair Competition – The **SUBRECIPIENT** assures that prices and costs have been arrived at independently, without consultation, communication, or agreement to restrict competition. This does not preclude or impede the formation of a consortium of companies and agencies.
- O. Litigation Expenses – Grant funds cannot be used for litigation against the **SMPDD/TDWDB** or the Federal Government.
- P. Record Maintenance – The **SUBRECIPIENT** shall maintain and safeguard participant files and records, project records and documents, and evidence of accounting procedures and practices. Records must be sufficient to justify all payments claimed and paid under this grant. These records shall be retained and made available to **SMPDD/TDWDB**, MDES, and Federal agents as follows:
- Retain all records for at least three (3) years after submittal of the grant closeout package to the **SMPDD/TDWDB**;
 - Retain all records of nonexpendable property acquired in whole or in part by grant funds for at least three (3) years after disposition of such property;

- Retain all grant records beyond three (3) years if any litigation or audit is begun or if a notice of such or claim is instituted involving this grant. In this instance, records will be retained until the litigation, audit, or claim has been fully and finally resolved; and
- Records regarding discrimination complaints and actions taken thereto are confidential and shall be maintained for not less than three (3) years from the final resolution of the discrimination complaint.

Records must be stored in such a manner that will preclude their loss or damage. The **SUBRECIPIENT** will be responsible for the costs of record storage. Grant records must be adequately marked and stored to facilitate the identification and retrieval of all grant records.

- Q. Cost Limitations-The **SUBRECIPIENT** shall comply with the cost limits described in 2 CFR 200. Also, expenditures for the total grant award and each cost category shall not exceed the budget without approval from **SMPDD/TDWDB**.
- R. Modifications-The **SUBRECIPIENT** shall be restricted to processing only **one (1)** modification during each quarter for each basic grant agreement. Exceptions will be made if financial obligations must be altered immediately.
- S. Performance Review- **SMPDD/TDWDB** shall evaluate the participant data and fiscal reports for the grant at the end of each quarter. The review will include an analysis of goal achievement, expenditure levels, cost limitation by cost category, and other related items. If the grant performance is not satisfactory, the agreement may be modified or terminated.

Reporting Requirements-

1. Program Planning Summary (If Applicable)
The Program Planning Summary (PPS) displays cumulative participant and expenditure goals by quarter for WIOA-funded activities. A separate PPS must be completed for each project or activity. The basic agreement must include the initial PPS. The goals/ measures entered on each PPS should agree with goals explained in the contract Statement of Work. Revisions may be accepted on a quarterly basis and must be included in contract modifications that reflect changes in the goals and measures or changes in the budget.

Reporting Worksheet

The Reporting Worksheet is a concise report of accruals and actual disbursements for the reported quarter plus cumulative expenditures to date for the contract period. A printed worksheet form showing each activity listed on the agreement Budget Summary page will be mailed quarterly to the **SUBRECIPIENT**. By the seventh (7th) calendar day after the end of each quarter, the **SUBRECIPIENT** must

submit the worksheet reporting expenditures through the end of the previous quarter, which is the reported quarter.

Closeout Package

The **SUBRECIPIENT** is required to submit a completed closeout package to **SMPDD/TDWDB** within thirty (30) days after the ending date of the contract. Each closeout package shall bear original signatures. Closeout package shall include financial, performance and other information as required by **SMPDD/TDWDB**.

10. Prohibitions

- A. Lobbying – The **SUBRECIPIENT** certifies, by the initials of the primary signatory below, that it complies with Section 319 of Public Law 101-121 and with 29 CFR 93, which restricts lobbying. The **SUBRECIPIENT** shall make available, upon request, certification of compliance. The **SUBRECIPIENT** shall also make available, upon request, lobbying disclosure information as required by 20 CFR 667.200 (e). The initials of Primary Signatory below is a prerequisite for making or entering into this agreement imposed by Section 1352, Title 31, U.S. Code.

_____ Initials of Primary Signatory _____ Date

- B. Drug-Free Workplace Certification – The **SUBRECIPIENT** certifies that it complies with the requirements for a drug-free workplace, codified at 29 CFR Part 98.

- C. Debarment and Suspension – The **SUBRECIPIENT** certifies, by the initials of the Primary Signatory below, that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, Debarment, Suspension and Ineligibility codified at 48 CFR, Part 9, Subpart 9.4, and that it will not subcontract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs.

_____ Initials of Primary Signatory _____ Date

- D. Non-Employee Status of Trainees – Trainees in programs under this agreement are not considered to be Federal, State, or **SMPDD** employees.

- E. Employment Terms, Benefits, and Working Conditions – All participants employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work, except that no funds available under this contract may be used for contributions on behalf of trainees to retirement systems or plans.

- F. Political Activity – WIOA funds shall not be provided for any program that involves political activities, pursuant to WIOA Section 195.

- 11. Grievances, Complaints and Disputes** – The **SUBRECIPIENT** may either adopt its grievance and complaint procedure, which must comply with **SMPDD/TDWDB** requirements for WIOA grievance procedures or shall adopt and utilize the **MDES'S** grievance and complaint procedures.

The **SUBRECIPIENT** shall promptly notify **SMPDD/TDWDB** upon receiving any grievances or complaints filed against the **SUBRECIPIENT** or its subcontractors regarding WIOA. The **SUBRECIPIENT** must ensure that all subcontractors, including On-the-Job Training employers, have employee grievance procedures that address, at a minimum, the terms and conditions of WIOA employment. The **SUBRECIPIENT** may, in turn, elect to allow its subcontractors to utilize either the **SUBRECIPIENT'S** or **SMPDD/TDWDB'S** grievance and complaint procedures.

12. Program Rules and Conditions

- A. The **SUBRECIPIENT** shall conduct all agreement activities at locations known to and approved in advance by **SMPDD/TDWDB**. Location changes shall require prior written consent by **SMPDD/TDWDB**.
- B. All program, training and subsidized worksites shall observe health and safety standards as established and required by Federal and State laws and regulations.
- C. Training and subsidized worksites must provide customers with assignments designed to keep them engaged in constructive activities overseen by skilled instructors or supervisors. Work assignments must correspond to each customer's training area.
- D. Worksites must keep accurate time and attendance records to substantiate the individual's participation.
- E. The **SUBRECIPIENT** shall provide orientation, during which participants shall be informed of program requirements and objectives.

13. Publicity and Public Announcements

- A. No funds provided under this grant shall be used for the preparation, printing, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or film presentation designed to lobby, support, or defeat legislation pending before the U. S. Congress or the State of Mississippi. No grant funds may be used to influence federal or state legislation or appropriations.

- B. When issuing statements, press releases, and requests for proposals, bid solicitations, and other documents describing programs funded in whole or in part by this grant, the **SUBRECIPIENT** shall state that the program will be financed with Federal funds. The **SUBRECIPIENT** will acknowledge **SMPDD/TDWDB** as a funding source in any press releases, public statements or any other documents related to their WIOA-funded operations. Also, news releases should include information that the WIOA-funded program is an equal opportunity program or indicate that discrimination in the WIOA-funded program is prohibited by Federal law.

14. Conflict of Interest

- A. Every reasonable course of action will be taken by the **SUBRECIPIENT** in order to maintain the integrity of grant expenditures and to avoid any favoritism or illegal conduct. This grant will be administered impartially, free from improper personal, financial, or political gain.
- B. The **SUBRECIPIENT** shall have a written Code of Conduct. The Code of Conduct shall contain penalties, sanctions, or other disciplinary actions. The Code of Conduct shall apply to the **SUBRECIPIENT'S** staff. The Code of Conduct shall ensure that no one in a decision-making capacity shall have an improper conflict of interest. The Code of Conduct shall also address nepotism.

15. Subcontracts

- A. Grant work shall not be subcontracted, assigned, or delegated without **SMPDD/TDWDB** written consent. Subcontracts, if approved, shall contain applicable contract/grant requirements. The **SUBRECIPIENT** shall be responsible for subcontractor compliance and shall ensure that the subcontractor spends funds only for allowable activities. This paragraph does not apply to On-the-Job Training agreements with employers, Individual Training Accounts issued to participants, and Supportive Service payments delivered in accordance with **SMPDD/TDWDB** policies and procedures.

16. Waivers and Severability

- A. A failure by **SMPDD/TDWDB** to exercise its grant rights shall not constitute a waiver of any agreement right.
- B. If any part of this grant is declared invalid by a court, the remaining parts shall remain in full force and effect.

17. Resolution of Conflicting Provisions

If any provision of this grant conflicts with Federal or State law, the conflict will be resolved by giving precedence in the following order:

- A. The existing or hereinafter Workforce Innovation and Opportunity Act (WIOA) and the DOL's rules relating to WIOA;
- B. State of Mississippi laws, rules, and directives, including the State WIOA plan and its modifications; and
- C. This grant and its modifications.

18. Independent Capacity of SUBRECIPIENT

The parties declare that the **SUBRECIPIENT** and any agents and employees of the **SUBRECIPIENT**, are acting independently and are not officers, employees, or agents of **SMPDD/TDWDB**.

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 _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AMENDMENT TO THE LIGHTING SERVICES LEASE AGREEMENT WITH MISSISSIPPI POWER COMPANY FOR THE PURPOSE OF PROVIDING LIGHTING EQUIPMENT UPGRADES AT HANDSBORO COMMUNITY CENTER, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to install improved lighting equipment in and around the Handsboro Community Center, more specifically, the city intends to remove eighteen (18) existing fixtures and install sixteen (16) 110W LED fixtures; and

WHEREAS, Mississippi Power has proposed providing the said improvements at an increased cost per month of \$225 /month, via amendment to the existing “Lighting Services – Standard Lease Agreement”; and

WHEREAS, the Governing Authority finds it in the best interest of the City to amend the standard lease agreement in accord with the letter from Mississippi Power which is attached hereto as Exhibit “A”.

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

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

Section 2. That the proposed amendment to the Lighting Services – Standard Lease Agreement with Mississippi Power should be and the same is hereby approved in the same or substantially the same form as the Agreement set out in Exhibit “A”.

Section 3. That the Mayor be and he is hereby authorized to sign any and all documents necessary to effectuate this Agreement.

Section 4. 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 _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

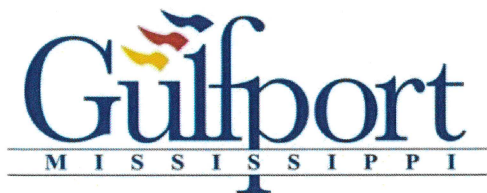
CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2021.

APPROVED:

MAYOR



DEPARTMENT OF
LEISURE SERVICES

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5881
Fax: 228-868-5883

To: Mayor Billy Hewes
Leonard Papania, CAO
City Council

Joseph T. Jones
1422 23rd Avenue
Gulfport, MS 39502

From: Gus Wesson, Director

Date: December 13, 2021

Re: LED Lighting Services – Standard Lease Agreement for Handsboro Community Center

We are requesting to enter into an agreement for the attached Lighting Service – Standard Lease Agreement with MS Power Company. It would provide additional lighting in that area.

Handsboro Community Center	\$225.00 monthly	84 months
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A handwritten signature in black ink, appearing to read "Gus Wesson", written over a horizontal line.

Gus Wesson

2992 West Beach Boulevard
P. O. Box 4079
Gulfport, Mississippi 39502-4079



11/22/21

City of Gulfport
1890 Switzer Rd
Gulfport, MS 39507

Re: Handsboro Community Center

To: Whom it may Concern

Mississippi Power Company (MPC) appreciates the opportunity to provide a lighting proposal for your facility in Gulfport, MS. Our proposal includes the removal of existing customer owned fixtures and the installation of new LED Fixtures that will provide a clean, uniform, white colored light and lower energy usage.

The advantages of using MPC to provide your lighting installation and maintenance includes our call center and online customer service center, over 90+years of lighting experience, quick response from local experienced employees, utility-grade material, and consolidated billing on your existing MPC monthly bill. MPC recommends the following option for your lighting system:

Scope of Work:

- Remove - (18) Customer Owned Fixtures
- Install - (16) 110W LED Fixtures

Monthly Cost: \$225.00**

***7-year minimum term required and includes complete maintenance of fixtures and brackets.
Applicable taxes not included.*

The pricing in this proposal is good for 60 days. Typical material lead time is 4-6 weeks. This document contains trade secrets proprietary to Mississippi Power and shall not be disclosed to any other party.

Once you are ready to move forward with the installation or if you have any questions, please give me a call. Thank you again for the opportunity to work with you to provide your lighting needs.

Sincerely,

Daniel Reid
Cell: 228-264-0192
dgreid@southernco.com

Proprietary and Confidential Information

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 _____, 2021, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE FIFTEENTH AMENDMENT TO THE CITY’S CONTRACT WITH
UTILITY PARTNERS, LLC, TO RECOGNIZE MERGER OF UTILITY PARTNERS,
LLC, INTO H2O INNOVATION OPERATION & MAINTENANCE, LLC, TO
AUTHORIZE THE MAYOR OR DESIGNEE TO EXECUTE SAID CONTRACT
AMENDMENT, AND FOR RELATED PURPOSES**

WHEREAS, the City has contracted with Utility Partners, LLC, to provide various services in connection with water, sewer, streets and drainage in and for the City of Gulfport pursuant to that certain CONTRACT FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEMS FOR THE CITY OF GULFPORT dated October 4, 2011 (hereinafter, “the Contract); and

WHEREAS, by mutual agreement, the City of Gulfport and Utility Partners, LLC, desire to amend the contract to extend the term of the said contract for a period of one (1) month thereby extending the expiration date to January 31, 2022; and

WHEREAS, a proposed FIFTEENTH AMENDMENT TO THE CONTRACT FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEMS FOR THE CITY OF GULFPORT is attached hereto as Exhibit “A”.

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 Fifteenth Amendment to the contract with H2O Innovation Operation & Maintenance, LLC f/k/a/ Utility Partners, LLC, be and the same is hereby approved in the form as is found in Exhibit “A” to this resolution, and the Mayor (or his designee) is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That this resolution shall be in full force and effect upon passage. It shall be shall be spread on 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 _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2021.

MAYOR

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

FIFTEENTH AMENDMENT TO THE CONTRACT FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEMS FOR THE CITY OF GULFPORT

THIS FIFTEENTH AMENDMENT to the CONTRACT FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEMS FOR THE CITY OF GULFPORT (hereinafter, "the Contract") is hereby entered into and agreed to by and between the CITY OF GULFPORT, MISSISSIPPI ("City" or "Owner") and H2O Innovation Operation & Maintenance, LLC ("H2O" or "Operator"), on the dates hereinafter set forth for the purpose of amending the Contract to extend the term of the contract for one month, thereby extending the expiration date of the contract from December 31, 2021, to January 31, 2022. Accordingly, the Contract that was approved by the City Council of the City of Gulfport, Mississippi, and signed by the Mayor on September 30, 2011, and subsequently signed and executed by the authorized representative of Utility Partners (now H2O), is hereby further amended by this FIFTEENTH AMENDMENT, as follows:

WITNESSETH THAT:

WHEREAS, by mutual agreement, the City of Gulfport and Utility Partners, LLC, desire to amend the contract to extend the term of the said contract for a period of one (1) month; and

WHEREAS, the said extension of one (1) month will extend the termination date of the contract from December 31, 2021, to January 31, 2022.

NOW THEREFORE, for the purposes hereinabove set forth, it is hereby agreed by and between the parties to the Contract that the Contract shall be amended hereby, to reflect that the contract term has been extended by one month and that the contract shall now terminate on January 31, 2022.

Except as specifically stated herein, said CONTRACT FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEMS FOR THE CITY OF GULFPORT is not amended, modified or changed, and shall remain in full force and effect.

IN WITNESS WHEREOF, each of the Owner and Operator has caused this Fifteenth Amendment to the Contract to be signed, executed and delivered by its duly authorized representative on the day and date hereinafter stated after having been first duly authorized so to act.

Owner:

CITY OF GULFPORT, MISSISSIPPI

BY: _____
MAYOR

ATTESTED BY:

_____, 2021
CITY CLERK

Operator:

H2O INNOVATION OPERATION &
MAINTENANCE, LLC F/K/A

BY: _____
Authorized Representative

ATTESTED BY:

_____, 2021
Secretary



Memorandum – City of Gulfport

PUBLIC WORKS AND ENGINEERING

To: Mayor Billy Hewes

CC: Leonard Papania, CAO
Jeff Bruni, Legal
Todd Harman, CPA, Director of Finance and Accounting
Tyler Gentry, Assistant Director of Public Works – Operations

From: Wayne E. Miller, P.E., Director of Public Works and Engineering

Date: 12/13/2021

Re: **Fifteenth Amendment**
- Contract for Operations and Maintenance of the Water and Sewer Systems, as well as, the Streets and Drainage Systems for the City of Gulfport
- H2O Innovation, LLC.

WEM

Attached for your consideration is the referenced Fifteenth Amendment, which extends the contract term one month from January 1, 2022 at 12:00 am until January 31, 2022 at 11:59 pm.

I recommend approval of this amendment. Please place this item on the December 21, 2021 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachment:

1. Fifteenth Amendment
2. Letter from H2O Innovation, Inc. dated October 1, 2021



OFFICE of DIRECTOR of
PUBLIC WORKS and
ENGINEERING

4050 Hewes Avenue
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228-214-2238

October 1, 2021

Robert J. (Bobby) Knesal, P.E., Senior Vice President
Ryan Busby, Project Manager
H₂O Innovation, Inc.
4050 Hewes Avenue
Gulfport, Mississippi 39507

Re: Extension of 2011 Privatization Contract

Dear Mr. Knesal and Mr. Busby:

As you know, the current term of the existing contract the City of Gulfport has with H₂O Innovation, Inc. (f/k/a Utility Partners, LLC) expires on December 31, 2021. As you also know, the City has issued a "Request for Proposals" ("RFP") with respect to a new contract and contract term, which would follow expiration of the current contract at 11:59 p.m. on December 31, 2021. We are writing to confirm that should whoever is awarded the new contract be unable to commence work effective at midnight on January 1, 2022, H₂O Innovation, Inc. is hereby agreeable to extending the current term under the same existing contract provisions and pricing on a month to month basis for up to six (6) months (i.e., through June 30, 2021) if needed by the City in terms of a transition to the new contractor.

Please acknowledge if H₂O Innovation, Inc. agrees to this by signature below.

Thank you!

Sincerely,

Wayne E. Miller, P.E.
Director of Public Works and Engineering

AGREED TO AND ACKNOWLEDGED:

H₂O INNOVATION, INC.

By:
Robert J. (Bobby) Knesal, P.E.
Senior Vice President

Ryan Busby
Project Manager

Date: 10-1-21

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 _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE (IN THE FORM OF A FEE WAIVER) FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT IN CONNECTION WITH THE SENIOR HEALTHCARE COMMITTEE'S DERBY DAY EVENT, AND FOR RELATED PURPOSES

WHEREAS, Gulf Coast Public Safety Feed the Needy plans again to provide Christmas meals on Christmas Day to those in our community who are less fortunate; and

WHEREAS, the Feed the Needy plans to undertake its food preparation and delivery tasks at the Lyman Community Center on Christmas Eve and Christmas Day, and Feed the Needy has requested that the City provide an in-kind contribution in benefit of the event in the form of a fee waiver for the use of the Lyman Community Center for their 2021 Christmas meal delivery event; and

WHEREAS, City of Gulfport will receives advertising thru the advance promotion of and press coverage afforded this event; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising by having an opportunity to promote the City of Gulfport to individuals from around the area; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure in the form of an in-kind donation of the use of the Lyman Community Center to Feed the Needy for the 2021 Christmas meal delivery event to be held on December 24/25, 2021, and that the same serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds in the form of an in-kind donation of the use of the Lyman Community Center to Feed the Needy to be used in support of its 2021 Christmas meal delivery event and to advertise the City of Gulfport as further set forth herein.

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 _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

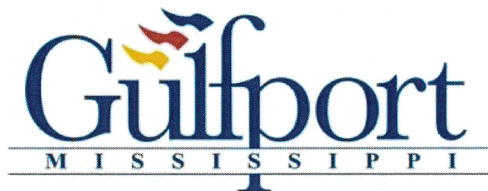
CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2021.

APPROVED:

MAYOR



DEPARTMENT OF
LEISURE SERVICES

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5881
Fax: 228-868-5883

To: Mayor Billy Hewes
Leonard Papania, CAO
City Council

Joseph T. Jones
1422 23rd Avenue
Gulfport, MS 39502

From: Gus Wesson, Director

Date: December 10, 2021

Re: Letter Requesting Fee Waiver for the use of the Lyman Community Center

Please see attached letter from Gulf Coast Public Safety Feed the Needy requesting to use the Lyman Community Center on December 24th and 25th for their annual event and to have the fees waived in the amount of \$1,620.00. The facility will be used to prepare meals by volunteers and the meals will be delivered to the needy. Since this event benefits the community, we support this fee waiver request.

If you have any questions, please feel free to contact us.

A handwritten signature in black ink, appearing to read "Gus Wesson", is written above a horizontal line.

Gus Wesson



This is a letter requesting the Lyman Community Center for the Gulf Coast Public Safety Feed the Needy annual event. We have used the Lyman Community Center for the last several feed the needy events in the past, but with Covid-19 we restricted the amount of meals and did not need the facility. We have lifted all restriction for our 2021 Christmas event and will need the facility. The dates needed are December 24, 2021 for set up and December 25, 2021 for the event. December 25, 2021 we would need to be in the facility at 06:00 hrs and should be done by 13:00 hrs. December 24, 2021 should only take about two hour and that would be some time in the afternoon. If you have any question please give me a call at (228) 324-5095

William Payne

William Payne

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 _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE EXPENDITURES FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT WITH RESPECT TO THE ACTIVITIES OF THE MAYOR'S YOUTH COUNCIL, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport is proud to sponsor the Mayor's Youth Council (hereinafter, "MYC"), an organization of High School juniors who attend high school in the Gulfport School District or who are residents of the City of Gulfport and who are selected to serve on the MYC based upon application; and

WHEREAS, the MYC has become an integral part of the face of the City of Gulfport by participating in meaningful ways in numerous City and other publicly and privately sponsored events in and around the City of Gulfport, the Gulf Coast and the State of Mississippi and, in doing so, represents the opportunities, possibilities and resources of the City of Gulfport; and

WHEREAS, the MYC promotes the City of Gulfport at the Mississippi Municipal League Youth Retreat and Summer Conference, Tim Tebow's Night to Shine Event, City of Gulfport Daddy/Daughter Dance and numerous other community events; and

WHEREAS, the City desires to support the work of the Mayor's Youth Council and assist with costs associated with the work of the MYC which advertises and promotes the City of Gulfport and 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 show appreciation to the MYC and their work in and for the City of Gulfport and, at the same time, promote the City of Gulfport to individuals from around the State of Mississippi; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that expenditures of up to \$3,000.00 for the benefit and in support of the Mayor's Youth Council to cover the costs associated with their activities in our community and across the State of Mississippi 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 its Mayor, is hereby authorized to expend municipal funds in the amount of up to Three Thousand Dollars (\$3,000.00) for the benefit and in support of the Mayor's Youth Council to cover the costs associated with their activities in our community and across the State of Mississippi to advertise and promote the City of Gulfport.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2021.

(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 _____, 2021.

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 _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE (IN THE FORM OF A FEE WAIVER) FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT IN CONNECTION WITH THE MENTAL HEALTH ASSOCIATION OF SOUTH MISSISSIPPI'S 2022 HEALTH FAIR, AND FOR RELATED PURPOSES

WHEREAS, the Mental Health Association of South Mississippi annually hosts a health fair, and

WHEREAS, the planned date for the 2022 health fair is October 25, 2022, at the Orange Grove Community Center, and the Mental Health Association has requested that the City provide an in-kind contribution in benefit of the event in the form of a fee waiver for the use of the Orange Grove Community Center for their 2022 health fair; and

WHEREAS, City of Gulfport will receives advertising thru the advance promotion of and press coverage afforded this event; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising by having an opportunity to promote the City of Gulfport to individuals from around the area; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure in the form of an in-kind donation of the use of the Orange Grove Community Center to the Mental Health Association of South Mississippi for a health fair to be held on October 26, 2022, and that the same serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds in the form of an in-kind donation of the use of the Orange Grove Community Center to the Mental Health Association of South Mississippi to be used in support of its 2022 health fair and to advertise the City of Gulfport as further set forth herein.

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 _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

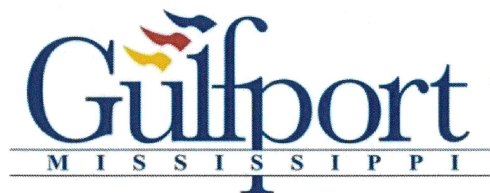
CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2021.

APPROVED:

MAYOR



DEPARTMENT OF
LEISURE SERVICES

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5881
Fax: 228-868-5883

To: Mayor Billy Hewes
Leonard Papania, CAO
City Council

Joseph T. Jones
1422 23rd Avenue
Gulfport, MS 39502

From: Gus Wesson, Director

Date: December 10, 2021

Re: Letter Requesting Fee Waiver for the use of the Orange Grove Community Center

Please see attached letter from the Mental Health Association of South MS requesting to use the Orange Grove Community Center on October 25, 2022 to host their annual health fair and to have the fees waived in the amount of \$780. Since this event benefits the community, we support this fee waiver request.

If you have any questions, please feel free to contact us.

A handwritten signature in black ink, appearing to read "Gus Wesson", is written above a horizontal line.

Gus Wesson



Mental Health Association of South Mississippi

4803 Harrison Circle, Gulfport, MS 39507 Phone (228) 864-6274 – Fax (228) 864-1310

Website www.msmentalhealth.org - E-Mail Info@msmentalhealth.org

Mental Health Association of South MS - Tax ID #64-0412732

Dear Mr. Wesson,

The Mental Health Association of South Mississippi has reserved the Orange Grove Community Center to host our annual health fair, “Health and Wellness in 2022” for October 25, 2022, 7:30am -1:30pm.

We are requesting an all fees waiver from the City of Gulfport for this community event.

Thank you.

Sincerely,

Patty Sinopoli

MHASM

Mission: To be champions of positive mental health and wellness.

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 _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE (IN THE FORM OF A FEE WAIVER) FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT IN CONNECTION WITH THE SENIOR HEALTHCARE COMMITTEE'S DERBY DAY EVENT, AND FOR RELATED PURPOSES

WHEREAS, the Senior Health Care Committee is a committee formed from multiple health care agencies along the Mississippi Gulf Coast that works to ensure that residents of nursing homes have a gift a Christmas as many resident in nursing homes sadly have no family to visit them during Christmas or give them gifts; and and

WHEREAS, the Committee plans an event at the West Side Park and West Side Community Center on Saturday, May 14, 2022, to raise funds in support of their mission to assist those in nursing homes in 2022, and the Committee has requested that the City provide an in-kind contribution in benefit of the event in the form of a fee waiver for the use of the West Side Community Center for their 2022 Derby Day event; and

WHEREAS, City of Gulfport will receives advertising thru the advance promotion of and press coverage afforded this event; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising by having an opportunity to promote the City of Gulfport to individuals from around the area; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure in the form of an in-kind donation of the use of the West Side Community Center to the Senior Health Care Committee for a Derby Day event to be held on May 14, 2022, and that the same serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds in the form of an in-kind donation of the use of the West Side Community Center to the Senior Health Care Committee to be used in support of its 2022 Derby Day event and to advertise the City of Gulfport as further set forth herein.

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 _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

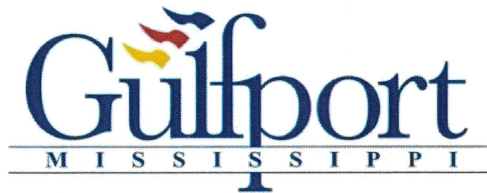
CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2021.

APPROVED:

MAYOR



DEPARTMENT OF
LEISURE SERVICES

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5881
Fax: 228-868-5883

Joseph T. Jones
1422 23rd Avenue
Gulfport, MS 39502

To: Mayor Billy Hewes
Leonard Papania, CAO
City Council

From: Gus Wesson, Director

Date: December 6, 2021

Re: Letter Requesting In-Kind Donation/Use of the Westside Community Center for the Derby Day 2022 event

Please see attached letter from the Senior Health Care Committee that will host a Derby Day on Saturday, May 14, 2022, at Westside Park which has been approved through the Special Event Application process on November 12, 2021.

The committee is requesting a fee waiver in the amount of \$300 for the use of the Westside Community Center on Saturday, May 14, 2022. The Center will be used for bingo, auction items, and a place for people to sit and rest or eat. The proceeds from this event will be used to purchase Christmas items for their residents for Christmas in 2022.

In return of this in-kind donation, the City of Gulfport will receive the following recognitions: Co-sponsor for the event; City listed on all marketing material, social media, and advertising; and Verbal recognition at the event.

If you have any questions, please feel free to contact us.

A handwritten signature in black ink, appearing to read "Gus Wesson", written over a horizontal line.

Gus Wesson

Dear City Council,

We are a committee formed from multiple health care agencies along the Gulf Coast looking to host a spring event in 2022 to raise money for the local nursing homes for their residents come Christmas time 2022. There was a similar event years ago, Kicking it for Christmas, kickball tournament with the same goal. So many residents in nursing homes sadly have no family to visit them during Christmas time or receive gifts. We are hosting a field day event filled with games, bingo, auction items, and more. All proceeds will be evenly divided to the nursing homes in Harrison County and Jackson County.

The event will be taking place at West Side Community Park where the outdoor events will be taking place. The committee would like to ask for the City of Gulfport to partner with us by donating the use of the West Side Community Center as indoor use for bingo, auction items, and a place for people to sit and rest or eat. The City of Gulfport will receive the following for this in-kind donation.

- Co-sponsor for the event
- City listed on all marketing material, social media, and advertising.
- Verbal recognition at the event.

We thank you for your time and consideration.

Sincerely,

Senior Health Care Committee

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 _____, 2021, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO CONFIRM AND RATIFY ITS INTENT TO OFFER HEALTHCARE FLEXIBLE
SPENDING ACCOUNTS AS AN EMPLOYEE BENEFIT, AND FOR RELATED
PURPOSES**

WHEREAS, applicable statutes and regulations allow individuals to set aside a portion of their income, before tax, in so-called Flexible Spending Accounts for healthcare purposes; and

WHEREAS, the City of Gulfport has, for a number of years, offered the option to open and utilize a Flexible Spending Account (FSA) as an employee benefit, and the City desires to confirm its intent to continue to provide the same to its employees and ratify past actions taken in furtherance of such accounts by the City; and

WHEREAS, at its discretion, the City may allow employees who do not spend the full amount available in their FSA to either have a grace period to use funds in their FSA or carry over each year an amount established by the Internal Revenue Service, and the City has previously elected to allow the carry over option for its employees and confirms its intent to continue the same; and

WHEREAS, because Federal law required that each FSA be fully funding at the beginning of the calendar year, it is necessary that \$100,000.00 be set aside by the City and paid into the duly established FSA account for use by participating City employees during the year.

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

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

SECTION 2. That the City shall take whatever steps are required by law to establish and continue to offer Flexible Spending Accounts for healthcare purposes to its employees as an employee benefit, with the ability to carry over an amount up to the maximum allowed each year by law, and that the City shall provide \$100,000.00, via special check if needed, to ensure that the Flexible Spending Accounts of its employees are fully funded at the beginning of the calendar year, as required by law.

SECTION 3. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2021.

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 _____, 2021, the following Resolution:

A RESOLUTION OF THE GULFPORT CITY COUNCIL DESIGNATING APPLICANT AGENT FOR THE CITY OF GULFPORT IN REGARDS TO HURRICANE IDA, AND FOR RELATED PURPOSES

WHEREAS, on or about August 29, 2021, the City of Gulfport was struck by winds, tidal surge and rain associated with Hurricane Ida; and

WHEREAS, Hurricane Ida caused significant damage to public property and infrastructure within the City of Gulfport, and the City joined with Harrison County and other impacted cities and counties in the state of Mississippi to seek a Federal Disaster Declaration to make “public assistance” pursuant to the Stafford Act available to the City of Gulfport, Harrison county and other impacted areas; and

WHEREAS, on or about October 22, 2021, President Joe Biden issued the aforementioned Federal Disaster Declaration for portions of Mississippi, including Harrison County; and

WHEREAS, the Mississippi Emergency Management Agency (MEMA), in conjunction with the Federal Emergency Management Agency, requires that the City of Gulfport, as an applicant for public assistance under the Stafford Act, name a person as the “applicant agent”; and

WHEREAS, the City of Gulfport designates Todd Harman as the City’s Applicant Agent with respect to Hurricane Ida.

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 governing authority of the City of Gulfport hereby designates Todd Harman, Director of Finance and Accounting as the City's "Applicant Agent" with respect to Hurricane Ida and authorizes the Mayor to execute any and all documents, including that attached hereto as Exhibit "A", as may be required to formalize the designation of the City's Applicant Agent.

SECTION 3. This Resolution shall be in full force and effect on and after passage and 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 _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2021.

MAYOR



STATE-LOCAL DISASTER ASSISTANCE AGREEMENT

DISASTER: FEMA- 4626 -DR-MS

APPLICANT FIPS #: 047-29700-00

APPLICANT NAME: CITY OF GULFPORT

This Agreement is between the State of Mississippi, Mississippi Emergency Management Agency (MEMA) and the undersigned State Agency, political subdivision of the State, private nonprofit organizations, or authorized tribal organizations (Applicant). This Agreement shall be effective on the date signed by the State and Applicant. It shall apply to all assistance funds provided by or through the State to the Applicant as a result of the above-referenced disaster.

The designated representative of the Applicant certifies that:

1. The representative has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Applicant will use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative.
4. The Applicant is responsible for all costs determined to be ineligible or unreasonable by FEMA and/or MEMA. The Applicant is also responsible for the repayment of any de-obligations recommended by the DHS OIG and agreed upon by FEMA. Should the funds not be returned to the State in a reasonable time frame, then collection of such funds will be handed over to the State Auditor for action.
5. The Applicant is aware of and shall comply with cost-sharing requirements for Federal and State assistance. While the cost share is subject to change depending on the severity of a disaster, the minimum Federal cost share is 75 percent of the eligible costs. The normal cost share is 75% Federal and the non-federal share is split equally by the State and local. The exception is with PNPs who are responsible for the entire 25% non-federal share.
6. The Applicant is aware that limited funding, which requires cost sharing, may be made available for mitigation of future damages.
7. The Applicant will establish and maintain a proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting standards and OMB Super Circulars and A-133 as applicable and/or as directed by the Governor's Authorized Representative.
8. The Applicant shall provide Quarterly Reports to the State which indicates the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factor that may affect compliance of this Agreement.
9. The Applicant shall comply with the Single Audit Amendments of 1996 under the Code of Federal Regulations Part 200 – Super Circular: Subsection 200.501. The Applicant shall provide copies of every audit report issued on the entity at the time of its receipt by the entity to the Governor's Authorized Representative.
10. The Applicant will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
11. The Applicant will return to the State, within thirty (30) days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Applicant.

12. The Applicant acknowledges that it is the Applicant's responsibility to ensure all Federal, State, and local laws, regulations, rules and guidelines applicable to any FEMA grant program are adhered to. If said laws, regulations, rules and guidelines are not adhered to, responsibility for noncompliance is the Applicants.
13. The Applicant will begin and complete all items of work within the time limits established by the Governor's Authorized Representative in agreement with all applicable Federal regulations.
14. The Applicant will comply with regulations implementing the Drug-Free Workplace Act of 1988 44 CFR Part 17, Subpart F.
15. The Applicant will comply with all federal and state statutes and regulations relating to nondiscrimination.
16. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees and 44 CFR Part 18, New Restrictions of Lobbying.
17. The Applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
18. The Applicant will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 which may require purchase of flood insurance.
19. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work.
20. The Applicant will not enter into contracts for which payment is contingent upon receipt of state or federal disaster funds.
21. The Applicant will not enter into any contract with any party which is debarred or suspended from participation in federal assistance programs.
22. The Applicant will return all unspent federal funds for uncompleted small projects prior to requesting additional funds for other projects.
23. The Applicant authorizes the Governor's Authorized Representative to recoup the unspent funds referenced in item 22 above, by subtracting that amount from other federal funds owed to it for other approved work when the amount owed is larger than the refund.
24. The Applicant will comply with all uniform administrative requirements which are set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-107, and implemented by 44 CFR Part 206.
25. The Applicant shall first endeavor to settle any controversy or claim arising from or relating to this Agreement, or the breach thereof, directly with the Executive Director of MEMA, or designated representative, before exhausting any other remedies or appeals to other governing authorities.

Certifying Official (Cannot be the Applicant Agent):

Billy Hewes
NAME (Print)

SIGNATURE

DATE

Applicant Agent:

Todd Harman
NAME (Print)

SIGNATURE

12/1/2024
DATE

MEMA Only

Governor's Authorized Representative:

Stephen C. McCraney, Executive Director
NAME

SIGNATURE

DATE



FFATA Reporting Form

Federal Funding Accountability and Transparency Act of 2006

(This requirement is for all grant funding received)

1.) Applicant: CITY OF GULFPORT 2.) DUNS + 4: 083441931

3.) Registered in SAM (System of Award Management): Yes ☒ No ☐

4.) Physical Address Associated w/ DUNS #

Street 2200 15TH ST STE B

City Gulfport State MS

9-digit Zip (Must have 9 digit) 39501 - Country USA

5a.) Is your annual gross revenue made up of 80% or more in U.S. Federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements? No

b.) Do you receive \$25 Million or more in annual gross revenue from U.S. Federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements? No

6.) Is salary information for all top management positions available to public on SEC.gov? No but it is publicly available

7.) Do you subaward any grant funds received from MEMA? No

8.) Applicant Point of Contact

Name: Todd Harman
Agency: City of Gulfport
Title: Director of Finance and Accounting
Phone: 228-868-5705 x6542
Mailing Address: PO Box 1780
City/State/Zip: Gulfport MS 39501
Email: tharman@gulfport-ms.gov

I, Todd Harman hereby certify to the best of my knowledge and belief that the report is true, complete, and accurate.

For MEMA Office Use Only

Grant Award Name _____ Grant Award ID# _____

Grant Award Amount _____ Date Obligated _____ Project # _____ Revision# _____

MEMA Officials Initials _____ Entered into FSRS.gov by _____

Date Entered _____

DESIGNATION OF APPLICANT AGENT FOR PUBLIC ASSISTANCE

Federal Disaster Number: FEMA- -DR-MS

Entity's Name: CITY OF GULFPORT

Governing Body Type: _____

Applicant Agent Information

Name: Todd Harman

Official Title: Director of Finance and Accounting

Address: PO Box 1780

City/State/Zip: Gulfport

Work Phone: 228-868-5705 x6542

Cell Phone: _____

Email Address: tharman@gulfport-ms.gov

On behalf of the Agency listed above, the designated Applicant Agent is authorized to execute applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93.228), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized Representative.

Certifying Official Information (Cannot be the same as the Applicant Agent):

Name: Billy Hewes

Title: Mayor

Date: _____

Signature: _____

A certified copy of the Board Meeting Minutes/Resolution designating the Applicant Agent is attached.

Examples of Governing Body Type are Board of Supervisors, City Council, Executive Counsel, etc.

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 _____, 2021, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
MEMORIALIZING THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND
HISTORY FOR A HISTORICAL MARKER IN GULFPORT'S SORIA CITY, AND FOR
RELATED PURPOSES**

WHEREAS, developed on property owned by Dr. W.H. Tegarden and his granddaughter, Margaret Soria, Soria City was incorporated in July 1903 and annexed by the City of Gulfport just three years later; and

WHEREAS, an historical African American community, many of Soria City's earliest land owners were African Americans who worked in the nearby L&N Railroad and the port at Gulfport and the close proximity of these sources of employment enabled Soria City to become an self-sufficient community with several churches, schools, hotels and apartments, grocery stores, fish markets, library, cafes, theater, Masonic temple, beauty and barber salons and a cab stand; and

WHEREAS, citizens of the area desire to petition the Mississippi Department of Archives and History for the placement of a State of Mississippi historical marker honoring the long and rich history of the Soria City community and have requested that the City of Gulfport signal its support for the marker by memorializing the Mississippi Department of Archives and History to approve an appropriate marker for placement, with the approval of the relevant property owners, at or near the intersection of Pratt Street and 20th Avenue to note the historic significance of this historic Gulfport community.

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

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

SECTION 2. That the City of Gulfport does hereby convey to the Mississippi Department of Archives and History its support for the placement of an appropriate historical marker in Soria City as set forth herein and memorializes the said agency to give due consideration and approval to the request for said marker. .

SECTION 3. That a copy of this Resolution shall be provided to the Director of the Mississippi Department of Archives and History and 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 _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2021.

MAYOR

MEMORANDUM – CITY OF GULFPORT

Date: DECEMBER 9, 2021

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 21st Day Of December, 2021.

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

MEMORANDUM – CITY OF GULFPORT

Date: DECEMBER 15, 2021

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: 0711J-01-013.000. Lots 20 - 21 Blk. 5 Virginia Hill Place. Awarded To L & M Lawn Care For \$3970.00 To Remove/Haul Off Trash & Debris From Site Located At 43rd Ave. (O'brien Thomas J) Case: 8363

Parcel 2: 0711J-02-008.000. W 65 Ft Of Lot 4 & All Of Lots 5 To 7 Blk 6 West Side Add Sec 8-8-11. Awarded To Purposed By Design Lawn Maintenance Llc For \$290.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 4200 West Railroad St. (Manning Jimmy) Case: 8646

WARD 2

Parcel 3: 1010N-04-011.013. Lot 8 Blk 3 Cowan Road Homes Subd. Awarded To Purposed By Design Lawn Maintenance Llc For \$85.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 1820 Curcor Dr. (Barahona Octavio Jose) Case: 8493

WARD 3

Parcel 4: 0810F-01-012.000. Lots 17 To 21 Blk 307 North Gulfport Secs 27/28-7-11. Awarded To Purposed By Design Lawn Maintenance Llc For \$389.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At Georgia Ave. (Otis Mildred) Case: 8612

WARD 4

Parcel 5: 1010B-02-004.012. Lot 13 Glendale Place Subd. Awarded To Teddy B's Lawn Service & More Llc For \$600.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 1258 Glendale Pl. (Smallwood William Russ) Case: 8573

WARD 5

Parcel 6: 1009N-02-023.000. Lot 9 Blk 6 Replat Of Brentwood Subd. Awarded To Teddy B's Lawn Service & More Llc For \$300.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 34 Yorkshire Pkwy. (Jordan Lance L) Case: 8572

WARD 6

Parcel 7: 1008K-02-059.000. Lot 30 Blk 10 Oakleigh Manor Unit 2 1st Add. Awarded To Jones Contracting Services For \$450.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 11065 East Dogwood Dr. (Davis Kenneth R Sr -Estate-) Case: 8527

TOTAL: \$ 6084.00

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 **21ST** day of **December, 2021**, 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 uncleanness 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: 0711J-01-013.000. Lots 20 - 21 Blk. 5 Virginia Hill Place. Awarded To L & M Lawn Care For \$3970.00 To Remove/Haul Off Trash & Debris, From Site Located At 43rd Ave. (O'brien Thomas J) Case: 8363
- Parcel 2: 0711J-02-008.000. W 65 Ft Of Lot 4 & All Of Lots 5 To 7 Blk 6 West Side Add Sec 8-8-11. Awarded To Purposed By Design Lawn Maintenance Llc For \$290.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 4200 West Railroad St. (Manning Jimmy) Case: 8646
- Parcel 3: 1010N-04-011.013. Lot 8 Blk 3 Cowan Road Homes Subd. Awarded To Purposed By Design Lawn Maintenance Llc For \$85.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 1820 Curcor Dr. (Barahona Octavio Jose) Case: 8493
- Parcel 4: 0810F-01-012.000. Lots 17 To 21 Blk 307 North Gulfport Secs 27/28-7-11. Awarded To Purposed By Design Lawn Maintenance Llc For \$389.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At Georgia Ave. (Otis Mildred) Case: 8612
- Parcel 5: 1010B-02-004.012. Lot 13 Glendale Place Subd. Awarded To Teddy B's Lawn Service & More Llc For \$600.00 To Cut & Clean The Property, Remove All Weeds,

Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site
Located At 1258 Glendale Pl. (Smallwood William Russ) Case: 8573

Parcel 6: 1009N-02-023.000. Lot 9 Blk 6 Replat Of Brentwood Subd. Awarded To Teddy B's Lawn Service & More Llc For \$300.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 34 Yorkshire Pkwy. (Jordan Lance L) Case: 8572

Parcel 7: 1008K-02-059.000. Lot 30 Blk 10 Oakleigh Manor Unit 2 1st Add. Awarded To Jones Contracting Services For \$450.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 11065 East Dogwood Dr. (Davis Kenneth R Sr -Estate-) Case: 8527

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 _____, 2021.

(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 _____, 2021.

APPROVED:

MAYOR

MEMORANDUM – CITY OF GULFPORT

Date: DECEMBER 9, 2021

To: Mayor Billy Hewes
City Council Members

From: Greg Pietrangelo, Director
Department of Urban Development

Re: Chapter 3 Notice of Certain Property Within The City Of Gulfport And
Assessment Of Civil Fine to be made part of the minutes.

Please place the attached Chapter 3 Notice and Civil Fine Assessment issued by Code Enforcement per International Property Maintenance Code (IPMC) on the Council Agenda.

**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

December 8, 2021

STOKES JERROLD M & MARTHA ANN
154 ETHEL WINGATE DR, UNIT 603
PENSACOLA, FL 32507

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 1010K-03-010.000
2210 MILNER BLVD

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG ALL VEHICLES *FRONT AND BACK YARD*
MAJOR AUTO REPAIR, IPMC 302.8	STOP MAJOR REPAIRS OR DISSEMBLY
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
	NOTE: ALL VEHICLES MUST BE PARKED IN THE DRIVEWAY OR THE EAST SIDE YARD OF DRIVEWAY OR STREETCANNOT PARK IN THE FRONT YARD**

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. *Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.*

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,

Linda Allen

Linda Allen
City of Gulfport Code Official

Case Number: 8524



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

December 9, 2021

LODESTAR INVESTMENTS LLC
1901 SWITZER RD - OFFICE
GULFPORT, MS 39501

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 1010G-01-012.000/1010G-01-012.001/1010G-01-012.002/1010G-01-012.004
1901 SWITZER RD OFC

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE(S), IPMC 302.8	REMOVE OR REPAIR & LEGALLY REGISTER/TAG
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, IPMC 108.1.1	BRING BLDG UP TO CODE OR DEMO
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS
UNSAFE CONDITION, IPMC 302.1	CORRECT UNSAFE CONDITIONS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
FENCE VIOLATION, IPMC 304.2	REPAIR/REPLACE OR MAINTENANCE FENCE
IMPROPER TIRE STORAGE	REMOVE & DISCARD AT STATE APPROVED RECYCLER FACILITY OR APPROVED TIRE HAULER

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order.** Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

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Respectfully yours,
Linda Allen

Linda Allen
City of Gulfport Code Official

Case Number: 8663



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

December 9, 2021

LODESTAR INVESTMENTS LLC
1901 SWITZER RD - OFFICE
GULFPORT, MS 39501

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 1010G-01-012.000/1010G-01-012.001/1010G-01-012.002/1010G-01-012.004
1901 SWITZER RD OFC

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

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TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE(S), IPMC 302.8	REMOVE OR REPAIR & LEGALLY REGISTER/TAG
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, IPMC 108.1.1	BRING BLDG UP TO CODE OR DEMO
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS
UNSAFE CONDITION, IPMC 302.1	CORRECT UNSAFE CONDITIONS
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IMPROPER TIRE STORAGE	REMOVE & DISCARD AT STATE APPROVED RECYCLER FACILITY OR APPROVED TIRE HAULER

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

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Respectfully yours,
Linda Allen

Linda Allen
City of Gulfport Code Official

Case Number: 8663

Department	Requestor	Request Date	Pre-Payment Date (sent invoice to requestor)	Completion Date	Requested Information	Status	Cost
Court	Frederick Smith	11/1/2021	11/1/2021	11/1/2021	Citation # 07957, Docket # 200610500 , need a form stating no felony convictions	complete; 11/1 mailed letter	\$0.00
Court	Ashley Coker	11/1/2021	11/1/2021	11/1/2021	DUI conviction for Allen Donell Chapman	complete	\$0.00
Court	Olivia Friedlander	11/1/2021	11/2/2021	11/2/2021	Julio Grimaldo Morales sentencing order	complete	\$4.63
UD	Chris Estrade	11/1/2021	11/3/2021	11/3/2021	Business privilege licenses for October 2021	complete	\$4.37
Court	Viola Greenville	11/1/2021	11/2/2021	11/2/2021	Background information on Kesi B. Soverall	complete-pending payment	
PD	Kanesha Johnson	11/1/2021	11/1/2021	11/1/2021	Body cam video for crash report 2021063203 on 10/7/2021; passenger Katelyn Dixon; location Hwy 605	complete	\$15.00
Court	Lacey Stewart, USPO	11/2/2021	11/2/2021	11/2/2021	Provide rap sheet, including any arrests and/or convictions in your agency's records regarding the individual, along with court abstracts for convictions and a police report. Include a copy of the indictment and sentencing order if applicable for Micheal C. Moye; DOB : 4/26/79 ; SSN: 9309	complete	\$0.00
Fire, UD , PW	Maggie Castelli- 1	11/2/2021	11/2/2021	11/2/2021	See attached sheet (denied; asking questions)	complete- denied , 11/2 emailed letter	\$0.00

FD	Maggie Castelli-2	11/2/2021	11/3/2021	11/3/2021	A project capital needs assessment and/or phase 1 environmental site assessment for the following property: the boyington, located at 1530 Broad Ave, Gulfport, MS 39501. Fire Department: records and inspections for the property and copies of any outstanding code violations;	complete	\$0.00
UD	Maggie Castelli- 2	11/2/2021	11/3/2021	11/3/2021	A project capital needs assessment and/or phase 1 environmental site assessment for the following property: the boyington, located at 1530 Broad Ave, Gulfport, MS 39501. building department : any copies or certificates of occupancy, building permits from the last 10 years (year, type of permit and/or owner applicant), copies of any outstanding building code violations, copies of any outstanding zoning code violations	complete	\$4.37
UD	Jesica Hinojos	11/2/2021	11/3/2021	11/3/2021	Name of company or person used to pull permits when building the house on 14358 Creekwood Cove Gulfport, MS (A/C) permit, electrical and plumbing permit (denied ; asking questions)	complete- denied , 11/3 emailed letter	\$0.00
UD	David Mineer	11/3/2021	11/3/20321	11/3/2021	Requesting copies of all issued building permits from 10/1/2021 - 10/31/2021	complete-pending paymnet	

UD	Amy Latimer	11/3/2021	11/12/2021	11/12/2021	Provide copies of any open/unresolved zoning and building code violations on file for the property located at 1530 Broad Avenue aka 1500 Broad ave Parcel: 0711G-03-075.000; please research documents since July 2008. (11/10; emailed to UD; overlooked request)	complete- no docs/recs found; 11/12 emailed letter	\$0.00
UD	Ana Ramirez	11/3/2021	11/3/2021	11/3/2021	Electronic copies of any applications, site plans and permits that have been submitted to the City of Gulfport for new wireless telecommunications towers between 10/1/2021 to 11/3/2021	complete- no docs/recs found; 11/3 emailed letter	\$0.00
Court	Skyler Williams	11/3/2021	11/3/2021	11/3/2021	Copy of abstract 18-010816	complete	\$5.13
Court	Kenneth Altman	11/3/2021	11/3/2021	11/3/2021	Arrest records and disposition charges (DUI) concerning defendant Jaron O. Moore arising from a motor vehicle accident which occurred on 6/26/21	complete-no recs/docs found; 11/4 emailed letter	\$0.00
PD	Kenneth Altman	11/3/2021	11/3/2021	11/3/2021	Dash and body cam video for motor vehicle accident which occurred on 6/26/21, police case number 2021-2926	complete-they sent to wrong agency; 11/4 emailed letter	\$0.00
PD	Cindy Ratcliff	11/3/2021	11/3/2021	11/3/2021	Provide police report number for MVA on 10/23/2021 at Silver Ridge & Giles Gulfport Client: Kenneth Evans	complete	\$0.00

Court	Tiffany Grubbs	11/3/2021	11/4/2021	11/4/2021	10-035219; 10-035219, 11-016469, 14-000377 need these documents for employment	complete	\$12.25
Court	James Williams	11/4/2021	11/4/2021	11/4/2021	PO2041372; Christopher Williams 8/8/97	complete	\$8.37
UD	Jesica Hinojos	11/4/2021	11/4/2021	11/4/2021	Mechanical application 14358 Creekwood Cove	complete	\$4.37
Court	NICS	11/4/2021	11/4/2021	11/4/2021	Kenneth R. Casey; DOA 3/4/2018- controlled substance violations (41-29-139 MS) and requesting final dispo/level	completed	\$0.00
PD	Dale Long	11/4/2021	11/9/2021	11/9/2021	21-016684; Body cam footage for case number listed	completed	\$15.00
UD	Kenneth Kippling	11/4/2021	11/4/2021	11/4/2021	Are there any open permits, building code violations, zoning violations, or fire code violations associated with the property known as Woodsprings Suites Hotel;located at 8420 Hwy 49 North Gulfport, MS ? (denied; asking questions)	complete- denied , 11/4 emailed letter	\$0.00
Court	Becky Lee	11/5/2021	11/5/2021	11/5/2021	Farrin Marie Brown; offense date 8/26/08 and controlled substance violations	complete- no docs/recs found; 11/5 emailed letter	\$0.00
Court	Collier County Sheriff	11/5/2021	11/5/2021	11/5/2021	Arrest records, incidents, traffic violations, summons for Rany J. Richardson DOB 11/7/89; SSN 0151	complete- no docs/recs found; 11/5 emailed letter	\$0.00
PD	Collier County Sheriff	11/5/2021	11/5/2021	11/5/2021	Arrest records, incidents, traffic violations, summons for Rany J. Richardson DOB 11/7/89; SSN 0151	complete	\$0.00
PD	Amber Soper	11/5/2021	11/9/2021	11/9/2021	Photos needed from accident scene : 21-005059	complete-active federal case; 11/9 emailed letter	\$0.00

Court	Special Agent Austin	11/5/2021	11/5/2021	11/5/2021	Richard Charles Mease, Jr. : I spoke with requestor and told him to resubmit and state specifically what he needed. I called because his email address was not legible. He is going to resubmit the request.	complete-denied ; to vague	\$0.00
PD	Daphne Mitchell	11/5/2021	11/9/2021	11/9/2021	116 301/2 Street all the calls concerning Daphne and Laroy Mitchell; call logs and reports	completed	\$3.00
UD	Michael Richardson	11/5/2021	11/8/2021	11/8/2021	Permit 202100847; manufacturers assembly drawing , specifications for metal roof installation as part of building permit application .	complete-no recs/docs found; 11/8 emailed letter	\$0.00
FD	Kristy McMurray	11/5/2021	11/8/2021	11/8/2021	Vandalism- Motorcycle/Car Fire	complete-pending payment	
UD	Jamilla Gilbert 1	11/5/2021	11/5/2021	11/5/2021	Copy of every roofing permit and permit application submitted by Will Purvis, owner of Sanders & Sanders Roofing since 5/24/2016	complete-no recs/docs found; 11/8 emailed letter	\$0.00
UD	Jamilla Gilbert 2	11/5/2021	11/8/2021	11/8/2021	Copy of inspection results performed for plumbing inspection on 10/26/21 at 119 23rd Street Gulfport, MS 39507	complete	\$4.37
UD	Jamilla Gilbert 3	11/5/2021	11/5/2021	11/5/2021	Copy of roof permit inspection status of every permit pulled by Will Purvis owner of Sanders & Sanders Roofing since 5/24/2016	complete-no recs/docs found; 11/8 emailed letter	\$0.00
Court	NICS	11/8/2021	11/8/2021	11/8/2021	Ashton R. McGee DOB 12/14/1998; Arrest Records; Disposition Report	complete	\$0.00

PD	McHard & Associates	11/8/2021	11/9/2021	11/9/2021	Accident report regarding a crash that occurred on 10/13/2021 involving our client Jessica Ely, in the city of Gulfport, MS	complete	\$0.00
UD	Richard Dodge	11/8/2021	11/8/2021	11/8/2021	Business license for "Black Authors Rock", Dr. Latracey, publisher and owner www.blackauthorsrock.com	complete-no recs/docs found; 11/8 emailed letter	\$0.00
FD	Amy Latimer	11/8/2021	11/10/2021	11/10/2021	Provide copies of any open/active fire code violations for the address 1530 Broad Avenue	complete-no recs/docs; 11/10 emailed FD notice	\$0.00
UD	Heather Wrachford	11/8/2021	11/9/2021	11/9/2021	Requesting any documentation/information/files with your department regarding The Boyington 1530 Broad Avenue, Gulfport, MS 39501; Parcel ID #0711-G-03-075.00 ; AEI Project No: 450186; information on the above mentioned site that may contain information regarding environmental code violations, the storage, generation, usage, spillage of hazardous substances, petroleum products, pollutants, or controlled substances and any other environmental conditions for the property	complete-no recs/docs found; 11/9 emailed letter	\$0.00
FD	Heather Wrachford	11/8/2021	11/10/2021	11/10/2021	Requesting any documentation/information/files with your department regarding The Boyington 1530 Broad Avenue, Gulfport, MS 39501; Parcel ID #0711-G-03-075.00 ; AEI Project No: 450186; information on the above mentioned site that may contain information regarding environmental code violations, the storage, generation, usage, spillage of hazardous substances, petroleum products, pollutants, or controlled substances and any other environmental conditions for the property	complete-no recs/docs; 11/10 emailed FD notice	\$0.00

PD	Stuart West	11/9/2021			Arrest record from June 1990; this request is for a concealed carry license		
PD	Frederick Gaucker	11/9/2021	11/12/2021	11/12/2021	Calls for service at 14164 Morris Road Gulfport, MS 39503; January 2021 to current	complete	\$3.00
Court	Patrick Davis	11/9/2021	11/10/2021	11/10/2021	Police report, disposition, abstract, arrest report, court documents and DA letters for G17-13400, G18-145122, 19-004464, G21085751, 20-011938; DOB 08/08/00, SSN:8033	complete	\$0.00
UD	Jesica Hinojos	11/9/2021	11/9/2021	11/9/2021	Plumbing application for 14358 Creekwood Cove, Gulfport, MS	complete	\$4.37
UD	Garlon Pemberton	11/10/2021	11/10/2021	11/10/2021	Tree permit application submitted at 2079 East Pass Road	complete	\$4.37
UD	Garlon Pemberton	11/10/2021	11/10/2021	11/10/2021	Tree permit application submitted at 2137 East Pass Road	complete	\$4.37
Court	Shelby Egan	11/10/2021	11/10/2021	11/10/2021	Abstracts forms from 10/19/2021; 21-016733	complete-active case; 11/10 emailed letter	\$0.00
PD	Bennett Rimmer	11/10/2021	11/12/2021	11/12/2021	21-015425; Requesting body cam footage of the responding officersto this motor vehicle accident	complete-no body cam footage; 11/12 emailed letter	\$0.00
Court	Yvonne Moore	11/10/2021	11/12/2021	11/12/2021	Abstract for two DUIs 02-019880, 15-001488	complete	\$4.88
UD	Rob Parks	11/11/2021	11/12/2021	11/12/2021	Obtain a certificate of occupancy for a discount on Lance Thorpes home insurance	complete-denied ; to vague/no address for property; 11/12 emailed letter	\$0.00
Court	NICS	11/12/2021	11/12/2021	11/12/2021	Blake A. Singleton; DOA 10/9/2020	complete-no records located; 11/12 emailed letter	\$0.00

UD	Robert Clisby	11/12/2021	11/12/2021	11/12/2021	Any and all reports, complaints and findings for 1288 Tropical Cove Gulfport, MS 39503	complete-pending payment	
UD	Bonnie Griggs	11/12/2021	11/30/2021	11/30/2021	Subject Property:L 8420 Hwy 49 Noth (Parcel : 0810C-04-041.000) Copies of any special permits or variances, information on any open/ outstanding building or fire code violations, copies of certificate of occupancy and copies of any approved site plans	complete	\$17.50
FD	Bonnie Griggs	11/12/2021	11/30/2021	11/30/2021	Subject Property:L 8420 Hwy 49 Noth (Parcel : 0810C-04-041.000) Copies of any special permits or variances, information on any open/ outstanding building or fire code violations, copies of certificate of occupancy and copies of any approved site plans	complete	\$0.00
Engineering	Bonnie Griggs	11/12/2021	12/1/2021	12/1/2021	Subject Property:L 8420 Hwy 49 Noth (Parcel : 0810C-04-041.000) Copies of any special permits or variances, information on any open/ outstanding building or fire code violations, copies of certificate of occupancy and copies of any approved site plans	complete	\$0.00
UD	John Gainey	11/12/2021	11/15/2021	11/15/2021	Certificate of occupancy for the following address 1400 Mill Road Unit 36 Gulf	complete	\$4.37

PD	Heather Dauzat	11/12/2021	11/15/2021	11/15/2021	Anything regarding address 107 Cora Cr, Gulfport 39503 Michael S. McNair DOB 3/23/57 SSN 7135, Heather R. Hunt DOB 8/13/80 SSN 0729, Sharon L. McNair DOB 11/13/60 SSN 5855. Please include juvenile information dates 1987 to 2012	denied-requestor needs to fill out separate requests for each person being requested-11/15 emailed letter	\$0.00
Court	Heather Dauzat	11/12/2021	11/15/2021	11/15/2021	Anything regarding address 107 Cora Cr, Gulfport 39503 Michael S. McNair DOB 3/23/57 SSN 7135, Heather R. Hunt DOB 8/13/80 SSN 0729, Sharon L. McNair DOB 11/13/60 SSN 5855. Please include juvenile information dates 1987 to 2012	denied-requestor needs to fill out separate requests for each person being requested-11/15 emailed letter	\$0.00
FD	Bayou Landing	11/15/2021	11/15/2021	11/15/2021	Fire at unit 128 Bayou Landing Apartments. Need report for corporate for incident report	complete	\$4.62
Court	Bianca Brooks	11/15/2021	11/16/2021	11/16/2021	Anthony Bulter DOB 9/5/87 SSN: 6692; Case # 2017-03540, 2016-17325, 2014-030408 abstracts and waivers on all domestic assault cases	complete	\$0.00
UD	Keith Lively	11/15/2021	11/16/2021	11/16/2021	Results of inspection 3900 Washington Ave; Permit # 202104444	complete	\$4.37
UD	Willie Rhines	11/15/2021	11/16/2021	11/16/2021	Any code violations against our apartment complex owner over the last 5 years at 3333 12th Avenue Apt 8 Gulfport, MS 39501	complete-no records located; 11/16 emailed letter	\$0.00

Court	Judy Ellis	11/15/2021	11/16/2021	11/16/2021	Blackston, Rajun Tykeem 1/20 Poss of Marijuana, disorderly conduct, ran stop sign 7/18 no insurance -DWLS, 1/15/15 Uninsured motorist	complete	\$0.00
Court	Rianne Peterson	11/16/2021	11/16/2021	11/16/2021	Kesi Brook Soverall, all records with dispositions	complete	\$5.38
Court	Heather Dauzat- 1	11/16/2021	11/16/2021	11/16/2021	Any information/reports/filing regarding Micheal S. McNair and/or address 107 Cora Circle Gulfport, MS. Dates: 1987 to present. Please include juvenile information	complete	\$4.88
Court	Heather Dauzat- 2	11/16/2021	11/16/2021	11/16/2021	Any information/reports/filing regarding Sharon L. McNair and/or address 107 Cora Circle Gulfport, MS. Dates: 1987 to present. Please include juvenile information	complete-no records located; 11/16 emailed letter	\$0.00
Court	Heather Dauzat-3	11/16/2021	11/16/2021	11/16/2021	Any information/reports/filing regarding Heather R. Hunt and/or address 107 Cora Circle Gulfport, MS. Dates: 1987 to present. Please include juvenile information	complete	\$4.88
PD	Heather Dauzat- 1	11/16/2021	11/17/2021	11/17/2021	Any information/reports/filing regarding Micheal S. McNair and/or address 107 Cora Circle Gulfport, MS. Dates: 1987 to present. Please include juvenile information	complete	\$3.50

PD	Heather Dauzat- 2	11/16/2021	11/17/2021	11/17/2021	Any information/reports/filing regarding Sharon L. McNair and/or address 107 Cora Circle Gulfport, MS. Dates: 1987 to present. Please include juvenile information	complete	\$3.57
PD	Heather Dauzat- 3	11/16/2021	11/17/2021	11/17/2021	Any information/reports/filing regarding Heather R. Hunt and/or address 107 Cora Circle Gulfport, MS. Dates: 1987 to present. Please include juvenile information	complete	\$0.00
UD	Charles Bovard	11/16/2021	11/17/2021	11/17/2021	Seeking copies of any past permits pulled by any previous owners on my home (15195 Sunset Dr.) for record keeping sake.	complete-no records located; 11/17 emailed letter	\$0.00
Water	Special Agent Scott Floyd	11/16/2021	11/17/2021	11/17/2021	Requesting service history from 1114 Rudolph Dr. Gulfport from 1-1-2017 thru current; billing history for Vivian McLean Robinson from 1-1-2017	complete	\$0.00
Court	Mandy Phillips	11/16/2021	11/17/2021	11/17/2021	All related info found on subject named Clarissa May Paz	complete	\$0.00
Court	Mandy Phillips	11/16/2021	11/17/2021	11/17/2021	All related info found on subject named Paul Arthur Monroe, Jr.	complete-no records located; 11/17 emailed letter	\$0.00
Court	Mandy Phillips	11/16/2021	11/17/2021	11/17/2021	All related info found on subject named Richard Darrell Maggard, Jr.	complete-no records located; 11/17 emailed letter	\$0.00

Court	Mandy Phillips	11/16/2021	11/17/2021	11/17/2021	All related info found on subject named Jason Garrett Middleton	complete-no records located; 11/17 emailed letter	\$0.00
Court	Mandy Phillips	11/16/2021	11/17/2021	11/17/2021	All related info found on subject named Adam Heil Ory	complete-no records located; 11/17 emailed letter	\$0.00
Court	Mandy Phillips	11/16/2021	11/17/2021	11/17/2021	All related info found on subject named Laura Nichole Rodriguez-Rodriguez	complete-no records located; 11/17 emailed letter	\$0.00
Court	Mandy Phillips	11/16/2021	11/17/2021	11/17/2021	All related info found on subject named Patrick Jay Walker	complete-no records located; 11/17 emailed letter	\$0.00
Court	Tatum Law Firm	11/17/2021	11/17/2021	11/17/2021	#41757- Burglary of dwelling	complete-no records located; 11/17 emailed letter	\$0.00
PD	Terry Medley	11/17/2021	11/23/2021	11/23/2021	21-018287 Felony at 138 Ben Drive Gulfport within the last 6 months, possible grand larceny, calls for service.	complete	\$3.00
Court	Elizabeth Kilpatrick	11/17/2021	11/18/2021	11/18/2021	Citation #G1017464, G1017465	complete	\$4.88
UD	Robert Stinziano	11/17/2021	11/17/2021	11/17/2021	Digital building plans to be used for assessment purposes 11837 Highlands Cr.	complete	\$0.00
FD	KSB Contracting, LLC	11/17/2021	11/22/2021	11/22/2021	Burn record ofr 1304 29th St in Gulfport, 39501. Fire date was 8/2020. Homeowners name is Donald Kennedy. Need record in order to restore home to the way that it was before the fire.	complete	\$4.62
PD	Lucinda Lawson	11/17/2021	12/1/2021	12/1/2021	All repost of myself and Melvin McInnis DOB 7/27/1970	complete	\$4.00
Purchasing	Denise Davis	11/17/2021	11/18/2021	11/18/2021	Bid tabulation for the trenchless pipe inspection, cleaning and repair unit price bid that took place Wednesday 11/10 at 9am	complete	\$4.37

Court	Amie Battle	11/17/2021	11/18/2021	11/18/2021	Jeremy R. Hodge a/k/a Jermiah Ray Hodge- please provide abstracts for any misdemeanor charges. Criminal records show an arrest for contempt of court on 6/2/2017	complete	\$0.00
PD	Kanesha Johnson	11/17/2021	11/18/2021	11/18/2021	Report # for crash 8/5/2021- driver Deidre Hugg; location community road near hwy 49	complete	\$0.00
UD	Mahala Smith	11/17/2021	11/18/2021	11/18/2021	Parcel 0711G-03-075.000/1530 Broad Ave aka 1500 Broad Ave	complete	\$4.37
Leisure	Siddal Kane	11/18/2021	11/18/2021	11/18/2021	Parade and/or procession permits for events held on November 17, 2021	complete-no records located; 11/18 emailed letter	\$0.00
PD	Siddal Kane	11/18/2021	11/18/2021	11/18/2021	Parade and/or procession permits for events held on November 17, 2021	complete-no records located; 11/18 emailed letter	\$0.00
PD	Federated Insurance Co.	11/18/2021	11/18/2021	11/18/2021	21-014120 (our claim # is 631882) any /all officer body or dash video	complete	\$15.00
PD	Melanie Vincent	11/18/2021	11/19/2021	11/19/2021	Requesting copy of crash report on 11/12/2021 that involved my patient Walter Chambers	complete- 11/19 PD mailed letter	\$0.00
FD	Saraland Manor	11/19/2021	11/19/2021	11/19/2021	8010 Hwy 49 Gulfport, MS	complete-pending payment	

FD	Kirk Giessinger	11/19/2021	11/22/2021	11/22/2021	Fire department records for the former Race Trac #2566, 9520 Highway 49 Gulfport, MS 39501. Records regarding hazardous materials/usage/storage/incidents or known environmental concerns/contamination which may have affected the property, above/under ground storage tank (UST) systems, which are currently or historically located on the property and records of fire inspections at the subject property.	complete- no records located; 11/22/ emailed letter	\$0.00
UD- Planning & Zoning	Kirk Giessinger	11/19/2021	11/30/2021	11/30/2021	Building, planning and zoning department records for the former Race Trac #2566, 9520 Highway 49 Gulfport, MS 39501. Records regarding permit summary (date, type of permit, applicant/tenant) or available permits from construction to present. Upon review of a permit summary , construction date (current building, previous buildings if applicable), list of current tenants which have occupied the subject property, permits of environmental concerns (petroleum storage tanks, septic systems, oil/water separators) oldest and most recent site layout plan form the above mentioned property if available, erosion control plans on record for the subject property, record violations or complaints registered against the subject property, record of any AULS (activity use limitations) in connection with the property , subject property zoning and any current zoning violations	complete-pending payment	\$22.50
UD- UD	Kirk Giessinger	11/19/2021	11/23/2021	11/23/2021	Building, planning and zoning department records for the former Race Trac #2566, 9520 Highway 49 Gulfport, MS 39501. Records regarding permit summary (date, type of permit, applicant/tenant) or available permits from construction to present. Upon review of a permit summary , construction date (current building, previous buildings if applicable), list of current tenants which have occupied the subject property, permits of environmental concerns (petroleum storage tanks, septic systems, oil/water separators) oldest and most recent site layout plan form the above mentioned property if available, erosion control plans on record for the subject property, record violations or complaints registered against the subject property, record of any AULS (activity use limitations) in connection with the property , subject property zoning and any current zoning violations	complete-	\$0.00
Legal	Vara Lyons-ACLU	11/20/2021	11/29/2021	11/29/2021	City Council Redistricting Plan- please see attached letter s	complete- pending payment	

UD	The Claims Center	11/22/2021	11/22/2021	11/22/2021	Working on behalf of Center Point Energy need to obtain a copy of the certificate of liability insurance for the contractor Pelican Fencing that covers the date 1/9/21. They were working in the area of 13442 Watersedge Way Gulfport MS 39503 when they damaged a gas line. If applicable, please search archived records as well.	complete-no records located; 11/22 emailed letter	\$0.00
Court	Detective Brad Gross	11/22/2021	11/22/2021	11/22/2021	Steven W. Musgrove	complete-denied ; to vague/no items or records listed needing; 11/22 emailed letter	\$0.00
PD	Glenn C. McGovern	11/22/2021	11/22/2021	11/22/2021	Incident report of a shot fired into a dwelling at or near 1414 32nd Avenue Gulfport, MS 39501 on or around September 1, 2019 involving Ronnie Dewitt Graham.	complete	\$3.62
Court	Mandy Phillips	11/22/2021	11/23/2021	11/23/2021	Any and all arrests, citations, ect for Ravin Chantal Floyd Nettles	complete-no records located; 11/23 emailed letter	\$0.00
Court	Christopher Davis	11/22/2021	11/23/2021	11/23/2021	Would like all records in regards to Kimmie Lee filings charges of domestic violence on such person Christopher A. Davis.	complete-pending payment	
UD	Southern Properties United	11/22/2021	11/23/2021	11/23/2021	List of code violations on properties vacant and occupied, the ones with court dates established	complete-denied ; to vague/broad on items requesting ; 11/23 emailed letter	\$0.00
UD	Jeffrey Collum	11/22/2021	11/22/2021	11/22/2021	Cerificate of occupancy for 10204 Little Gem Dr Gulfport, MS 39503	complete-no records located; 11/23 emailed letter	\$0.00

PD	Cheryl Berry-Smith	11/23/2021	11/23/2021	11/23/2021	Requesting all records pertaining to any dog police calls at address 508 Lipscomb Ct. Gulfport, MS 39507 Police/Court Case A21-0697	complete-pending payment	
PD	State Farm Claims	11/23/2021	11/23/2021	11/23/2021	Body cam footage regarding MS Crash report case # 21-016684	complete-pending pay,cmt	
PD	Rick Murray	11/23/2021	12/3/2021	12/3/2021	Offense/Incident Report 20-008056 Aggravated Assault, Complainant : Gregory Shields	complete- 12/3 emailed active letter case per PD	\$0.00
FD	Sonya Biggs	11/24/2021	11/30/2021	11/30/2021	Medical report call for 1805 29th Avenue on 5/17/21 for Susan Delaney Terry	complete	\$11.62
UD	Dasha William/ Southern Properties United, LLC	11/24/2021	11/30/2021	11/30/2021	Property violations from last 3 months, community court does from last 3 months	complete-denied ; to vague/broad on items requesting ; 11/30 emailed letter	\$0.00
PD	Edward Walsh	11/26/2021	11/29/2021	11/29/2021	Incident/arrest reports for Harold Ray	complete-no records located; 11/29 PD will send letter	\$0.00
UD	Bryan Jacobs	11/29/2021	11/30/2021	11/30/2021	Certificate of occupancy 713 2nd Street Gulfport, MS 39501	complete	\$4.37
UD	Jack & Nancy O'Brien	11/29/2021	11/30/2021	11/30/2021	Certificate of completion 2006 (Hurricane Katrina) 6026 Vista Circle	complete-no records located; 11/30- sent letter	\$0.00
PD	Mississippi Rising Coalition	11/29/2021	12/3/2021	12/3/2021	All body and dash cam footage, audio and written reports of incident on 5/31/21 during which 3 month old infant La' Mello Parker was shot on I-10	complete- PD sent active case letter on 12/3	\$0.00
UD	Hope Collins	11/29/2021	11/30/2021	11/30/2021	Insanity Frame and body /TNT Paint and Body business license	complete	\$4.62
PD	Julie Gurman	11/29/2021			21-016112; Traffic accident involving Uniti Fiber property		

UD	Ana Ramirez	11/30/2021	11/30/2021	11/30/2021	Electronic copies of any applications, site plans and permits that have been submitted to the City of Gulfport for a new wireless telecommunications tower between 11/3/2021- 11/30/2021.	complete-no records located; 11/30 sent letter	\$0.00
PD	Brad Gross	11/30/2021	11/30/2021	11/30/2021	Steven W. Musgrove abstracts/waivers in relation to DUI offenses within your city	complete-no records located; 12/1 sent letter	\$0.00
UD	Rob Parks	11/30/2021	12/1/2021	12/1/2021	I need to obtain a certificate of occupancy for home located at 17055 Merlin Lane Gulfport MS 39503	complete-no records located; 12/1 sent letter	\$0.00
UD	Michael LeBatard-1	11/30/2021	12/1/2021	12/1/2021	Bingo Complex Cowan and Magnolia St; copies of all construction documents pertaining to the construction of the project to include city plan review comments	complete-denied ; to vague/broad; 12/1 emailed letter	\$0.00
UD	Michael LeBatard-2	11/30/2021	12/1/2021	12/1/2021	Wendys Restaurant Complex Cowan and Magnolia St; copies of all construction documents pertaining to the construction of the project to include city plan review comments	complete-denied ; to vague/broad; 12/1 emailed letter	\$0.00
UD	Dashia Williams	11/30/2021	12/1/2021	12/1/2021	Code Violations from the last 30 days	complete-denied ; to vague/broad; 12/1 emailed letter	\$0.00

PROPOSED SOLE SOURCE
ADVERTISEMENT

The City of Gulfport, MS is announcing the proposed sole source purchase of body cameras and the digital evidence management system from Axon. Justification of said purchase may be found at www.gulfport-ms.gov/purchasing.shtml.

Publish Dates:
12/22/21 & 12/29/21



Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Britney Soules, Procurement Specialist

Date: December 8, 2021

Re: **Goldin Park Bleachers**
Leisure Services

I have reviewed the quotes received on the above referenced item and find BSN Sports to be the lowest and best bid for a total amount of \$8,146.66

I have issued Purchase Order #226434 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

Goldin Park Bleachers**Leisure Services****PO# 226434**

	QTY	BSN Sports		Highland Products		Sopa, Inc.		Inproduction	
One 21 foot long x 4 foot high 5 row aluminum bleachers	1	\$3,115.99	\$ 3,115.99	\$ 5,900.00	\$ 5,900.00	\$7,839.00	\$ 7,839.00	\$7,180.00	\$ 7,180.00
Three 24 foot long x 28 inch high 3 row aluminum bleachers	3	\$1,676.89	\$ 5,030.67	\$ 1,920.00	\$ 5,760.00	\$2,449.00	\$ 7,347.00	\$2,650.00	\$ 7,950.00
Shipping					\$ 1,340.00				\$ 1,450.00
			\$ 8,146.66		\$ 13,000.00		\$ 15,186.00		\$ 16,580.00

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Britney Soules, Procurement Specialist

Date: December 2, 2021

Re: Soccer Goals for VA Soccer Fields
Leisure Services/Building Maintenance

I have reviewed the quotes received on the above referenced item and find BSN Sports to be the lowest and best bid for a total amount of \$10,745.00

I have issued Purchase Order #226360 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

Soccer Goals for VA Soccer Field**Leisure Service/Building Maintence****PO# 226360**

	QTY	BSN Sports		Fold - A - Goal		Soccer 4 All Inc.		Autreys Supply Co.	
18'5" long x 6.5' wide x 5.5 deep 3" round Aluminum Frame Soccer Goals White Paint	10	\$ 733.50	\$ 7,335.00	\$ 1,114.25	\$ 11,142.50	\$1,625.00	\$ 16,250.00	\$1,875.00	\$ 18,750.00
24' long x 8' wide x 8' deep 3' round Aluminum Frame Soccer Goals White Paint	4	\$ 852.50	\$ 3,410.00	\$ 1,162.75	\$ 4,651.00	\$1,875.00	\$ 7,500.00	\$1,747.50	\$ 6,990.00
Shipping					\$ 2,990.15		\$ 2,520.00		\$ 2,620.00
			\$ 10,745.00		\$ 18,783.65		\$ 26,270.00		\$ 28,360.00

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Jessica Versiga, Purchasing Agent

Date: December 13, 2021

Re: Bullis Avenue Park Pavilion and Concrete Slab
Leisure Services

I have reviewed the quotes received on the above referenced item and find Gibson Maintenance to be the lowest and best bid for a total amount of \$33,685.00.

I sent the bid specifications to seven (7) vendors and only received the two quotes shown on tab sheet below.

I have issued Purchase Order # 226495 accordingly and respectfully request you to spread this across the minutes.

Thank you for your consideration.

	Gibson Maintenance	Travis Construction Company
15' x 30' Pavilion	\$26,085.00	\$35,399.00
25'-8" x 25'-8" Concrete Slab	\$7,600.00	\$7,850.00
Total	\$33,685.00	\$43,249.00

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Britney Soules, Procurement Specialist

Date: December 3, 2021

Re: **Marina Rub Rolls**
Leisure Services

In regards to the above referenced item, Gibson Maintenance was the only bidder in the amount of \$12,580.00

We requested bids from (8) eight vendors, and we only received the one bid back.

I have issued Purchase Order #226361 accordingly and respectfully request you to spread this across the minutes.

Thank you for your consideration.

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Britney Soules, Procurement Specialist

Date: December 10, 2021

**Re: Rental Trench Box and Manhole Box
Public Works**

I have reviewed the quotes received on the above referenced item and find Puckett Rents to be the lowest and best bid for a total amount of \$7,170.04

I have issued Purchase Order # 226467 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

Rental of Trench Box and Manhole Box**Public Works****PO# 226647**

	QTY	Puckett		Sunbelt Fire		United Rentals	
Trench Box	2	\$ 1,892.00	\$ 3,784.00	\$ 2,453.33	\$ 4,906.66	\$ 5,132.00	\$ 10,264.00
Manhole Box	2	\$ 1,410.00	\$ 2,820.00	\$ 1,847.65	\$ 3,695.30	\$ 2,119.00	\$ 4,238.00
Pick up Charges	1	\$ 250.00	\$ 250.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
Delivery Charges	1	\$ 250.00	\$ 250.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
Environmental Fee			\$ 66.04				
Total			\$ 7,170.04		\$ 11,001.96		\$ 16,902.00

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Jessica Versiga, Purchasing Agent

Date: December 13, 2021

Re: Bullis Avenue Park Fencing
Leisure Services

I have reviewed the quotes received on the above referenced item and find Southern Exteriors Fence Company to be the lowest and best bid for a total amount of \$5,138.80.

I sent the bid specifications to ten (10) vendors and only received the two quotes shown on tab sheet below.

I have issued Purchase Order # 226493 accordingly and respectfully request you to spread this across the minutes.

Thank you for your consideration.

	Southern Exteriors Fence Company	Travis Construction Company
6' Galvanized Chainlink Fence Fabric and Top Rail	\$2,284.80	\$3,975.00
6' Galvanized Chainlink Fence	\$2,604.00	\$6,150.00
5'x 6' High Galvanized Chainlink Gate	\$250.00	\$1,200.00
Total	\$5,138.80	\$11,325.00

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Britney Soules, Procurement Specialist

Date: December 9, 2021

Re: **Gulfport VA soccer field**
Leisure Services

I have reviewed the quotes received on the above referenced item and find Weaver Electric to be the lowest and best bid for a total amount of \$26,102.00

We requested bids from (5) five vendors, and only received (2) bids.

I have issued Purchase Order # 226444 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

Gulfport VA soccer fields**Leisure Services****PO# 226444**

	QTY	Weaver Electric		Doleac Electric	
Straighten 14 wooden light poles 6 foot ong 12 inch diameter	14	\$ 400.00	\$ 5,600.00	\$ 634.29	\$ 8,880.06
Replace 2 wooden light poles 60ft long 12 inch diameter	2	\$ 2,700.00	\$ 5,400.00	\$ 3,887.50	\$ 7,775.00
Remove 2 downed wooden light poles 60 ft long 12 inch diameter	2	\$ 200.00	\$ 400.00	\$ 443.00	\$ 886.00
Replace 4 wooden light poles 60 ft long 12 inch diameter	4	\$ 2,700.00	\$ 10,800.00	\$ 2,936.25	\$ 11,745.00
Remove 4 damaged wood light poles 60ft long 12 inch diameter	4	\$ 200.00	\$ 800.00	\$ 1,184.75	\$ 4,739.00
Remove and replace 3 each 24" dome 30 watt 400 volt RJ51715 field lights	3	\$ 1,034.00	\$ 3,102.00	\$ 2,531.33	\$ 7,593.99
			\$ 26,102.00		\$ 41,619.05

STATE OF MISSISSIPPI
COUNTY OF HARRISON

CONVEYANCE DEED

FOR AND IN CONSIDERATION of one dollar (\$1.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all which is hereby acknowledge the undersigned Stephen J. Alley, Brenda Alley, Sylvia Turner, Mary Adams and Robert Alley, Jr., heirs at law of Robert L. Alley, Sr., deceased, hereby convey unto Robert Andrews and Madeline Andrews the following described property located in Evergreen Cemetery in the City of Gulfport and more particularly described as follows, to wit:

BLOCK	LOT	SPACE(S)
Block 35	Lot 2	Spaces 3 and 4

The agreement on the part of the Grantees herein is that if Grantees shall fail or refuse to obey all the regulations of the Mayor and Council of the CITY OF GULFPORT, touching the herein above mentioned Cemetery, now in force or hereafter to be passed, then the title to said property shall immediately revert and vest in said city at its option, as set out in the original deed, is hereby confirmed.

WITNESS THE SIGNATURE(S) of the undersigned this the 3rd day of November 2021.

Stephen J. Alley
Stephen J. Alley
Brenda Alley
Brenda Alley
Sylvia Turner
Sylvia Turner
Mary Adams
Mary Adams
Robert Alley, Jr.
Robert Alley, Jr.

STATE OF Louisiana
Parish COUNTY OF St. Tammany

PERSONALLY appeared before me, the undersigned authority in and for the above named jurisdiction, the within named STEPHEN J. ALLEY who acknowledge that he signed and delivered the foregoing instrument on the day and year therein mentioned, having been first authorized.

Given under my hand and official seal, this the 3rd day of November 2021.

My Commission Expires:

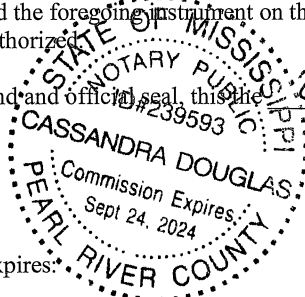
Robin Ronquillo de Leo

ROBIN RONQUILLO DE LEO
NOTARY PUBLIC BAR NO. 20347
State of Louisiana, Parish of St. Tammany
My Commission is for Life.

STATE OF MS
COUNTY OF Pearl River

PERSONALLY appeared before me, the undersigned authority in and for the above named jurisdiction, the within named BRENDA ALLEY who acknowledge that she signed and delivered the foregoing instrument on the day and year therein mentioned, having been first authorized.

Given under my hand and official seal, this the 20th day of October 2021.



Cassandra Douglas

My Commission Expires:

STATE OF California
Parish COUNTY OF Louisiana

PERSONALLY appeared before me, the undersigned authority in and for the above named jurisdiction, the within named SYLVIA TURNER who acknowledge that she signed and delivered the foregoing instrument on the day and year therein mentioned, having been first authorized.

Given under my hand and official seal, this the 3rd day of March 2021.

Robin Ronquillo De Leo

My Commission Expires:

ROBIN RONQUILLO DE LEO
NOTARY PUBLIC BAR NO. 20347
State of Louisiana, Parish of St. Tammany
My Commission is for Life.

STATE OF Mississippi
COUNTY OF Harrison

PERSONALLY appeared before me, the undersigned authority in and for the above named jurisdiction, the within named MARY ADAMS who acknowledge that she signed and delivered the foregoing instrument on the day and year therein mentioned, having been first authorized.

Given under my hand and official seal, this the 20th day of October 2021.

[Signature]

My Commission Expires: 01-01-2022

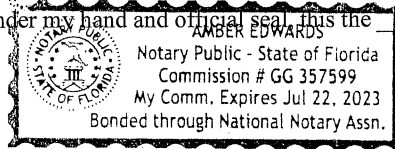


STATE OF FL

COUNTY OF Okaloosa

PERSONALLY appeared before me, the undersigned authority in and for the above named jurisdiction, the within named ROBERT ALLEY, JR., who acknowledge that he signed and delivered the foregoing instrument on the day and year therein mentioned, having been first authorized.

Given under my hand and official seal, this the 29th day of OCT 2021.



Amber ED

My Commission Expires: Jul 22, 2023

PREPARED BY: THE CITY OF GULFPORT
CEMETERY DEPARTMENT

ADDENDUM TO EXTEND TIME
LPA PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN
City of Gulfport
And
Pickering Firm, Inc.

This Addendum is made a part of that Professional Services Contract entered into by and between **City of Gulfport** (known as the "LPA") and **Pickering Firm, Inc.** (Known as the "CONSULTANT"), whose address is **2001 Airport Road, Suite 201, Flowood, MS 39232** signed by CONSULTANT on **October 1, 2018**, and signed by LPA on **October 30, 2018**.

WHEREAS, in consideration of the agreement of the Parties hereto to modify the original Professional Services Contract between them, the **City of Gulfport** and **Pickering Firm, Inc.**, do by entering into this Addendum mutually agree to amend ARTICLE III. CONTRACT TERM of the original contract as aforescribed herein, in order to extend the Contract Term or period of performance of the Professional Services Contract for an additional **Twelve (12) months**, and said Professional Services Contract is amended as set out below:

ARTICLE III. CONTRACT TERM: The CONTRACT ending date as shown in this Article for **Pickering Firm, Inc.** for **Landon Road Widening, Project Number STP-9138-00(002)LPA/107221-701000, Harrison County** will change from **December 31, 2021 at 12:00 P.M.** to **December 31, 2022 at 12:00 P.M.**

Except as provided herein, all other terms and conditions set forth in the original Professional Services Contract of the parties, and not in conflict with this Addendum, shall remain in full force and effect.

WITNESS this my signature in execution hereof, this the 17 day of November, 2021.



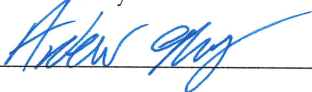
Mayor Billy Hewes

WITNESS this my signature in execution hereof, this the 2nd day of November, 2021.



Rick Ferguson, P.E.

Attested By:



Address: 2001 Airport Road
Suite 201
Flowood, MS 39232

ADDENDUM No. 4 TO EXTEND TIME
LPA PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN
City of Gulfport & Neel-Schaffer, Inc.

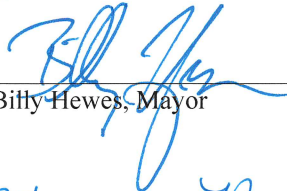
This Addendum is made a part of the Professional Services Contract entered into by and between the *City of Gulfport* (known as the "LPA") and *Neel-Schaffer, Inc.* (known as the "CONSULTANT"), whose address is *772 Howard Avenue, Biloxi, MS 39530* signed by CONSULTANT on February 13, 2020, and signed by LPA on March 16, 2020.

WHEREAS, in consideration of the agreement of the Parties hereto to modify the original Professional Services Contract between them, the *City of Gulfport* and *Neel-Schaffer, Inc.*, do by entering into this Addendum mutually agree to further amend ARTICLE III. CONTRACT TERM of the original contract as afore described herein, in order to extend the Contract Term or period of performance of the Professional Services Contract, said Professional Services Contract is amended as set out below:

ARTICLE III. CONTRACT TERM: The CONTRACT ending date as shown in this Article for Neel-Schaffer, Inc. for environmental documentation and preliminary design of Interconnecting Gulfport BUILD Grant roadway project, MDOT Project Number FBLD-9159-00(001)LPA 108419-811000, Harrison County will change from December 31, 2021 at 11:59 P.M. to September 30, 2022 at 11:59 P.M.

Except as provided herein, all other terms and conditions set forth in the original Professional Services Contract of the parties, and not in conflict with this Addendum, shall remain in full force and effect.

WITNESS this my signature in execution hereof, this the 29th day of November 2021.



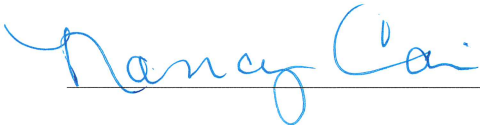
Billy Hewes, Mayor

WITNESS this my signature in execution hereof, this the 3rd day of November 2021.



Steve Twedt, PE

Attested By:



Nancy Cai

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

**MEMORANDUM OF AMENDMENT TO
“PROFESSIONAL SERVICES AGREEMENT”**

THIS MEMORANDUM OF AMENDMENT (herein “**Amendment**”) is made and executed on the date(s) hereinafter set forth, by and between the **City of Gulfport, Mississippi** (herein the “**City**”) under authority and approval of its Governing Authority, and **KRISTIN H. PEARCE, MBA, CPA** (herein the “**Contractor**”).

WITNESSETH THAT:

WHEREAS, on November 17, 2021, the City entered into a “Professional Services Agreement” with Contractor (“Contract” or “original Contract”), whereby Contractor was to provide various professional services to City, to include professional accounting services, and said Contract is incorporated herein by reference for purposes of this Amendment; and

WHEREAS, the existing original Contract provides that it may be amended or modified by written document signed by the City and Contractor; and

WHEREAS, the City finds there is a continued need at this point to retain and utilize the services of Contractor and the total, aggregate not-to-exceed amount of compensation to be paid to Contractor under the original Contract entered into on November 17, 2021, (at an hourly rate of \$150.00) was set at \$29,000.00 and there is therefore a need to increase this total, aggregate amount in order for the needed services to continue to be provided, and the parties mutually agree to the corresponding needed amendment to the Contract in view of the increase in this total, aggregate not-to-exceed sum as set forth herein.

NOW THEREFORE, for the mutual benefits and consideration from each party to the other, it is hereby covenanted and agreed that the Contract ("Professional Services Agreement") be, and hereby is, amended as follows, to-wit:

1. The first sentence in Paragraph "3." on page 2 of the Contract under the title of "**Compensation**" is amended from saying "The City shall, upon receipt of an invoice from Pearce, compensate Pearce at the hourly rate of \$150.00 and with a not to exceed total cumulative amount of \$29,000.00 for the services contemplated herein." to now read as follows, with all other sentences, terms, and provisions in Paragraph "3." on page 2 of the Contract under "**Compensation**" to remain as stated in the original Contract executed on November 17, 2021:

"The City shall, upon receipt of an invoice from Pearce, compensate Pearce at the hourly rate of \$150.00 and with a not to exceed total cumulative amount of \$60,000.00 for the services contemplated herein."

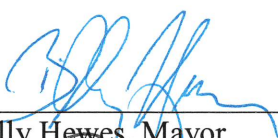
2. All other provisions, terms, and conditions set out or otherwise included in the original Contract executed on November 17, 2021, shall continue to be in effect and are not amended or altered by the amendment herein.

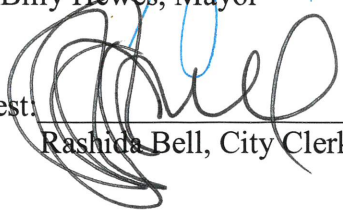
THIS MEMORANDUM OF AMENDMENT is made, dated, executed and signed on the day and dates hereinafter set forth by the officers duly authorized so to act.

City:

CITY OF GULFPORT, MISSISSIPPI

Post Office Box 1780
Gulfport, Mississippi 39502-1780
(228) 868-5811

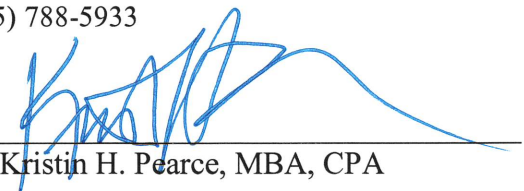
By: 
Billy Hewes, Mayor

Attest: 
Rashida Bell, City Clerk

Contractor:

KRISTIN H. PEARCE, MBA, CPA

400 Aycock Street
Arabi, Louisiana 70032
(985) 788-5933

By: 
Kristin H. Pearce, MBA, CPA

Dated: December 10, 2021

Dated: December 10, 2021

ARTISAN PYROTECHNICS, INC.

Pyrotechnic Contract

1) THIS AGREEMENT entered into this 8th day of December, 2021, by and between ARTISAN PYROTECHNICS, INC.; a Mississippi corporation, hereinafter referred to as "ARTISAN" and City of Gulfport/ Mayor Billy Hewes, hereinafter referred to as "PURCHASER".

2) ARTISAN agrees to furnish PURCHASER, in accordance with the terms and conditions hereinafter set forth, 1 pyrotechnic production(s) as per Program(s) A, submitted, accepted and made part hereof, including the services of a licensed pyrotechnic operator to take charge of and, along with sufficient helpers, safely discharge the display. The said production(s) are scheduled to be performed on July 4, 2022 on the Moses Jetty, Gulfport, MS.

3) PURCHASER, at its own expense, agrees to provide ARTISAN: A) A suitable PRODUCTION SITE in which to stage the pyrotechnic display including a firing and fallout zone reasonably acceptable to ARTISAN in which the pyrotechnics may be exhibited, rise and fall safely. B) Adequate policing, guard protection, roping, fencing and/or other crowd control measures to prevent the access of the public or its property or any other people or property not authorized by ARTISAN into the PRODUCTION SITE. C) The services and cost of standby firemen and/or any applicable permit fees as required by state and local statutes, ordinances or regulations. D) Access by ARTISAN, at all times, to the PRODUCTION SITE to set up the production. E) Ensure that the Spectator Area does not infringe on the PRODUCTION SITE; F) PURCHASER shall furnish ARTISAN any and all certificates of fire retardancy and non-flammability with the return of this executed contract for Material that is within twenty-five (25) feet of any pyrotechnic effect. The term Material includes but is not limited to any and all stage scenery, curtains, pipe and drape, carpet, fluids or any thing or object susceptible to combustibility. The failure to supply this certificate may cause ARTISAN not to produce the said display and Purchaser will be responsible for the contract amount in full. If PURCHASER fails to fully comply with requirement A, B, C, D, E and/or F set forth above, ARTISAN shall have no obligation to perform and PURCHASER agrees to pay ARTISAN the entire contract price plus any additional expenses and damages incurred as a result of said failure. PURCHASER shall have the sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that ARTISAN, (including its operators and helpers) shall not inspect, police, monitor or otherwise supervise any area of the site other than the PRODUCTION SITE, except to ensure all spectators are outside the PRODUCTION SITE; and, after completion of the PRODUCTION, that the PRODUCTION SITE is cleared of any pyrotechnic debris originating from the production.

4) PURCHASER shall pay to ARTISAN the sum of SIXTEEN THOUSAND SIX HUNDRED TEN Dollars (\$16,610.00). Full final payment is due by July 31, 2022. The Payment will include a non-refundable charge of \$500.00 to cover the permit and insurance process. If the production proceeds, this amount will be applied towards the remaining balance due. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance after 10 days from the date of payment due. PURCHASER does hereby authorize ARTISAN to receive and verify financial information concerning PURCHASER from any person or entity.

5) PURCHASER agrees to assume the risk of weather, or other causes beyond ARTISAN control, which may prevent the production from being safely discharged on the scheduled date or the cancellation of any event for which PURCHASER has purchased the production. It shall be within ARTISAN sole discretion to determine whether or not the production may be safely discharged on the scheduled date and at the scheduled time. If, for any reason beyond ARTISAN control, including, without limitation, inclement weather, ARTISAN is unable to safely discharge the production on the scheduled date or should any event for which PURCHASER has purchased the production be cancelled, the parties shall attempt to negotiate a new production date, which shall be within **180 days** of the original production date. PURCHASER further agrees to pay ARTISAN for any additional expenses made necessary by this postponement. Actual expenses include, but are not limited to, expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of production, additional taxes or surcharges, or any other additional expense that was incurred prior to and/or as a result of the postponement or cancellation. If the parties are unable to agree on a new production date, ARTISAN shall be entitled to liquidate damages from PURCHASER as if PURCHASER had cancelled the production on the date set for the production as follows.

6) PURCHASER shall have the option to unilaterally cancel this production at any time. If PURCHASER exercises this option, PURCHASER agrees to pay ARTISAN, as liquidated damages, the following percentages of the agreed contract price. 1) 25% if cancellation occurs three (3) or more days before the date scheduled for the production, 2) 50% if cancellation occurs between two (2) days prior to and the actual date set for the production, 3) 75% if cancellation occurs on the date set for the production but prior to the time physical set-up of the production actually begins 4) 100% thereafter. If cancellation occurs prior to the date set for the production, PURCHASER, agrees to pay to ARTISAN, in addition to the above percentages, the value associated with any specific custom work performed by ARTISAN or its agents including but not limited to music/narration tape production, sponsor logos and/or the costs of all special equipment purchased specifically for the use in this production, including but not limited to all applicable taxes and shipping charges.

7) ARTISAN reserves the ownership rights and trade names that are used in or is a product of the pyrotechnic production to be performed. Any reproduction by sound, video or other duplication or recording process without the express written permission of ARTISAN is prohibited.

8) ARTISAN agrees to furnish insurance coverage in connection with the Production only, for the following risks and amounts: bodily injury and property damage, FIVE MILLION DOLLARS (\$5,000,000) combined single limits. Such insurance shall include PURCHASER as an additional insured regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of ARTISAN in performing the Production provided for in this Agreement. Such insurance afforded by ARTISAN shall not include claims made against PURCHASER for bodily injury or property damage arising from A) Failure of PURCHASER, including through or by its employees, agents and/or independent contractors, to perform its obligations under this Agreement, including, without limitation, those contained in Paragraph 3 of this Agreement; B) Failure of the PURCHASER to provide discretionary Spectator and Parking Areas referred to in Paragraph 3 of this Agreement. Only to the extent allowed by law, PURCHASER shall indemnify and hold ARTISAN harmless from all claims and suits made against ARTISAN for bodily injury or property damage arising from A) and B) of this Paragraph, and for any and all willful, wanton or negligent acts of PURCHASER, its employees, agents or independent contractors.

9) Should PURCHASER fail to pay ARTISAN any fees, costs or expenses to which ARTISAN is entitled under the terms of this agreement, PURCHASER shall pay to ARTISAN, in addition to any other relief to which ARTISAN may be entitled, all costs of collection, including but not limited to attorney fees in the minimum amount of 25% of the balance due, court costs and judicial interest from the date of written demand to date of full payment.

10) PURCHASER shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special, and/or punitive damages from ARTISAN including, without limitation, loss of income, business or profits. Nothing in this paragraph shall be construed as a modification or limitation of the insurance coverage afforded in Paragraph 8 above.

11) It is agreed nothing in this Agreement or in ARTISAN performance of the production provided for herein shall be construed as forming a partnership or joint venture between PURCHASER and ARTISAN. The parties hereto shall be severally responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein.

12) This Agreement shall be governed and interpreted under the laws of the State of Mississippi.

13) Any Notice to the parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, **First class**, addressed as follows:

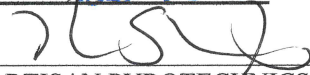
ARTISAN- Artisan Pyrotechnics, Inc., P.O. Box 250, Wiggins, Mississippi 39577.

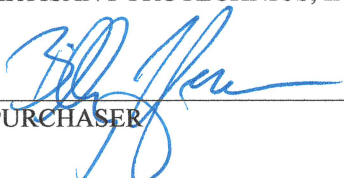
PURCHASER – The City of Gulfport / Mayor Billy Hewes, P. O. Box 1780, Gulfport, MS 39580

14) All terms of this Agreement are in writing and may only be modified by written agreement of both parties hereto. The parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement, subject only to any written modifications signed by the parties hereto.

15) If there is more than one PURCHASER, they shall be jointly and severally be responsible to perform PURCHASER'S obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by PURCHASER and after it is executed by ARTISAN at ARTISAN offices in Wiggins, Mississippi. This Agreement may be executed in several counter parts, including taxed copies, each one of which shall be deemed an original against the party executing same. This Agreement shall be binding upon the parties hereto and upon their heirs, successors, executors, administrators and assigns. PURCHASER agrees and acknowledges that because of the nature of fireworks, an industry accepted level of 3% of the product used in any production may not function as designed and this level of nonperformance is acceptable as full performance.

In Witness Whereof the parties hereto, by and through their duly authorized agents, have set their hands and seals this 8th day of December, 2021.


_____, Title President.
ARTISAN PYROTECHNICS, INC.


_____, Title Mayor
PURCHASER



October 15, 2021

Re: Request for Extension (pursuant to Section VII(D) in the Zoning Ordinance)

Dear Mayor and Council:

I serve as the President of the Board of Directors, which acts as the governing authority for Bayou Bluff Tennis Club, which is the owner of the property located at the address of 11553 West Taylor Road, Gulfport, MS 39503 (Harrison County Tax Parcel No. 0910A-01-004.000). I have been asked and authorized by this governing authority to respectfully request the approval of the Mayor and the City Council to extend the one (1) year limitation for repair/replacement of the Bayou Bluff Tennis Club clubhouse on this property, which was extensively damaged by Hurricane Zeta and more recently also by Hurricane Ida. The facility has taken substantial loss and damage involving, among other things, its roof and the cost for replacement of the same would greatly exceed the costs for replacement of the clubhouse in order to make the same a safer and better facility to withstand future, similar storm events. As you know, Section VII(D) of the City's Zoning Ordinance states where a nonconforming structure and premises be destroyed or damaged by an Act of God, including tornado, hurricane, flood, wind, earthquake, etc., the structure may be replaced or repaired, provided the application for a building permit be made to the City's building official within one year of the time that the structure was destroyed. Further, the Mayor and Council have the discretionary authority to extend this one-year limitation for additional periods of time upon application of the owner or leaseholder. In case there are any questions concerning damage to this facility (clubhouse) stemming from Hurricane Zeta (in October 2020) as opposed to Hurricane Ida (in August 2021), and out of an abundance of caution, I am therefore asking that you please extend the one-year limitation by one (1) year in order to permit our company to pursue efforts to replace/repair the clubhouse facility.

Sincerely,

David J. Machado

ACKNOWLEDGED AND AGREED as to a one (1) year extension through October 15, 2022:

GULFPORT MAYOR

GULFPORT CITY COUNCIL

By: Mayor Billy Hewes

By: Council President F.B. "Rusty" Walker

DATE:

12/8/2021

DATE:

12/8/2021

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: CITY OF GULFPORT
Engineer: GULFPORT ENGINEERING DEPT
Contractor: WARREN PAVING, INC
Project: 2021 CDBG PAVING PROJECT, PHASE 1
Contract Name: 2021 CDBG PAVING PROJECT, PHASE 1

This ☐ Preliminary ☒ Final Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion: **OCTOBER 25, 2021**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☒ None ☐ As follows:

Amendments to Contractor's Responsibilities: ☒ None ☐ As follows:

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

- **2021 CDBG Paving, Phase 1; Inspection Report dated 11/1/2021**

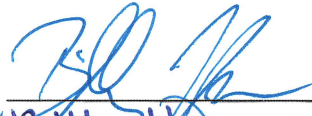
This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Owner

By (signature):

Name (printed):

Title:

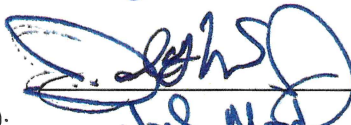

Billy Hewes
Mayor

Contractor

By (signature):

Name (printed):

Title:


Joel Moody
VP of Asphalt Operations



**DEPARTMENT OF
ENGINEERING**

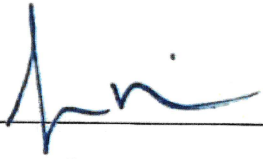
4050 Hewes Avenue
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228-868-5822

INSPECTION REPORT

PROJECT:	2021 CDBG PAVING PROJECT, PHASE 1
TYPE OF INSPECTION:	Final Inspection
DATE:	11/1/2021
PERSONS PRESENT:	Aaron James, Department of Engineering Tyler Gentry, Department of Public Works

PUNCH LIST

- Hardy Ave (Pass Rd/West Railroad St)
 - No issues
- Joseph Ave (Pass Rd/West Railroad St)
 - No issues
- Gulf Ave (Pass Rd/Bridge)
 - No Issues
- Warren Dr (E. Bay Tree Dr/West End)
 - No issues

Signed:  Title: Assistant Director of Engineering

Name: Jeremy Harrison, P.E. Date: 11/12/2021



Memorandum – City of Gulfport

PUBLIC WORKS AND ENGINEERING

To: Jessica Versiga, Purchasing

CC: Mayor Billy Hewes
Leonard Papania, CAO
Jeremy Harrison, P.E., Assistant City Engineer
Jeff Bruni, Esq, City Attorney

From: Wayne E. Miller, P.E., Director of Public Works and Engineering *WEM*

Date: 11/23/2021

Re: **Recommendation to Approve Certificate of Substantial Completion
Hurricane Ida – Debris Removal**

Attached for your consideration is the Certificate of Substantial Completion for the above referenced project. All work was substantially complete as of November 8, 2021, other than the outstanding punch list items that will be corrected within sixty (60) days of the final inspection report.

I recommend approval of the certificate. Please place this item on the December 7, 2021 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments:

1. Certificate of Substantial Completion

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: HURRICANE IDA - DEBRIS REMOVAL

DATE OF ISSUANCE: DECEMBER 7, 2021

OWNER: CITY OF GULFPORT

CONTRACTOR: CROWDERGULF, LLC

DEBRIS REMOVAL MONITOR: TETRA TECH, INC.

This Certificate of Substantial Completion applies to Work under the Contract Documents or to the following specified parts thereof:

TO CITY OF GULFPORT
OWNER

AND TO CROWDERGULF, LLC
CONTRACTOR

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

NOVEMBER 8, 2021
DATE OF 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 in it 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 sixty (60) days of the above date of Substantial Completion. The cost of those items not completed or corrected and utility damage repaired by the City of Gulfport shall be deducted from the final payment.

From the date of Substantial Completion the responsibilities between OWNER and CONTRACTOR

for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

RESPONSIBILITIES

OWNER: N/A

CONTRACTOR: Remediate all outstanding damage to City & private property

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

- Hurricane Ida – Debris Removal; Final Inspection Report dated 11/17/2021

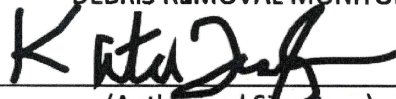
This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by DEBRIS REMOVAL MONITOR on November 30, 2021

TETRA TECH, INC

DEBRIS REMOVAL MONITOR

By:


(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on December 1, 2021.

CROWDERGULF

CONTRACTOR

By:

Drew Sprinkle

(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on December 8, 2021.

CITY OF GULFPORT

OWNER

By:


(Authorized Signature)



**DEPARTMENT OF
ENGINEERING**

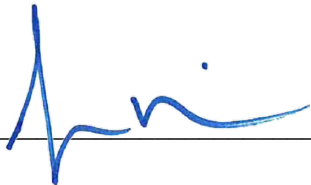
4050 Hewes Avenue
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228-868-5822

INSPECTION REPORT

PROJECT:	Hurricane Ida – Debris Removal
TYPE OF INSPECTION:	Final Inspection
DATE:	11/8/2021
PERSONS PRESENT:	Katie Taylor, Tetra Tech, Inc Jeremy Harrison, Department of Engineering

PUNCH LIST

1. Remediate all damages to Private property. Letter from Wayne Miller, P.E. dated 11/23/21 “Hurricane Ida, Debris Removal Contractor Damage to Private Property” attached.

Signed:  Date: 11/17/2021

Name: Jeremy Harrison, P.E. Title: Assistant Director of Engineering



OFFICE of DIRECTOR of
PUBLIC WORKS and
ENGINEERING

November 23, 2021

Andrew Sprinkle, Regional Manger
CrowderGulf, LLC
5629 Commerce Blvd East
Mobile, AL 36619
Email: dsprinkle@crowdergulf.com

4050 Hewes Avenue
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228-214-2238

Re: Hurricane Ida - Debris Removal Contractor Damage to Private Properties

Dear Mr. Sprinkle:

During the debris removal process, minor damages occurred to private properties. Below is a summary of all damages to private properties with the addresses and descriptions of each claim. A 'damage release form' is required for each claim.

SERVICE REQUEST NO.	ADDRESS	DESCRIPTION
303622	3814 GANGES ST	Contractors for debris tore up her ditch terrible
303812	1800 60TH AVE	Contractors left a hole at his front yard from digging up debris
304858	2045 3RD ST	Contractor hit a large oak tree on the property. When they hit the tree, a very large limb fell and hit her brothers truck parked in the driveway and bent the bed of the truck, damaging the vehicle
305452	2521 13TH AVE	Called stating that the contractor used their property @ 2521 13th Avenue, Gulfport, MS - as the "local dumpsite". They picked up some of the debris but left behind a huge chunk of it behind - including glass. Wants someone from the city to pick up the remainder of the debris and clean up her property since they "used" their property without permission and left this horrendous mess behind without any consideration. Please call Citizen back.
305527	3018 JACKSON ST	Councilwoman Holmes Hines reporting on behalf of citizen damage caused by debris pick up equipment, see pics attached. Incident# dp-2020-56629

If you have any questions or comments, feel free to contact our office at (228) 868-5740.

Sincerely,

Wayne E. Miller, P.E.

Director of Public Works & Engineering

cc: Jeremy R. Harrison, P.E., Assistant Director of Engineering
Katie Taylor, Project Manager, Tetra Tech

CHANGE ORDER NO. 1 (SUMMARY)

Owner: CITY OF GULFPORT
 Engineer: GULFPORT ENGINEERING DEPT
 Contractor: WARREN PAVING, INC
 Project: 2021 CDBG PAVING PROJECT, PHASE 1
 Date Issued: 12/2/2021

The Contract is modified as follows upon execution of this Change Order:

Description:

DEDUCTIVE

Attachments:

CO#1 (SUMMARY)

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 157,385.00		Substantial Completion: 30 CALENDAR DAYS	
		Ready for final payment: 0 CALENDAR DAYS	
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$ N/A		Substantial Completion: N/A	
		Ready for final payment: N/A	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 157,385.00		Substantial Completion: N/A	
		Ready for final payment: N/A	
DECREASE this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 18,858.18		Substantial Completion: N/A	
		Ready for final payment: N/A	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 138,526.82		Substantial Completion: 30 CALENDAR DAYS	
		Ready for final payment: 0 CALENDAR DAYS	

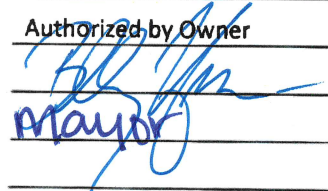
Recommended by Engineer (if required)

By: _____
 Title: _____
 Date: _____

Accepted by Contractor



Authorized by Owner

By: 
 Title: Mayor
 Date: _____

Approved by Funding Agency (if applicable)

2021 CDBG PAVING PROJECT, PHASE 1

CO#1 (SUMMARY) COST BREAKDOWN

ITEM NO.	ITEM DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	QUANTITY USED	ITEM EARNED
HARDY AVENUE (WEST RAILROAD STREET - OLD PASS ROAD)						
02234	CRUSHED LESTONE, SIZE #10 (SHOULDER DRESSING)	85	CY	\$83.50	6.00	\$ (6,596.50)
02512	HOT BITUMINOUS PAVEMENT, MDOT ST, 9.5mm (1.5" THICK)	360	TON	\$84.00	350.81	\$ (771.96)
JOSEPH AVENUE (WEST RAILROAD STREET - OLD PASS ROAD)						
02234	CRUSHED LESTONE, SIZE #10 (SHOULDER DRESSING)	90	CY	\$83.50	8.00	\$ (8,447.00)
02512	HOT BITUMINOUS PAVEMENT, MDOT ST, 9.5mm (1.5" THICK)	383	TON	\$84.00	368.02	\$ (1,258.32)
GULF AVENUE (28TH STREET - PASS ROAD)						
02234	CRUSHED LESTONE, SIZE #10 (SHOULDER DRESSING)	65	CY	\$83.50	13.00	\$ (4,342.00)
02512	HOT BITUMINOUS PAVEMENT, MDOT ST, 9.5mm (1.5" THICK)	330	TON	\$84.00	331.58	\$ 132.72
WARREN DRIVE (EAST BAY TREE DRIVE - WEST END)						
02511	HOT BITUMINOUS PAVEMENT, MDOT ST, 9.5mm (1.5" THICK)	267	TON	\$84.00	276.82	\$ 824.88
TOTAL \$						(18,858.18)

Date of Issuance: September 24, 2021	Effective Date: October 5, 2021
Owner: City of Gulfport	Owner's Contract No.:
Contractor: Phoenix Fabricators and Erectors, Inc.	Contractor's Project No.:
Engineer: Covington Civil and Environmental	Engineer's Project No.: 16020
Project: Bayou View Water Tank Replacement	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Final inspection of construction has been completed and final payment has been requested by the contractor. The Summary Change Order is requested for alterations in the contract document to reflect unused materials that were included in the Base Bid and Change Orders #1-4. In addition to the contract modification, additional contract days will be provided for the change in scope, weather delays, delays from the cellular companies and delays related to working restrictions during COVID-19.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>2,413,550.00</u>	Original Contract Times: Substantial Completion Phase 1: <u>450</u> calendar days Substantial Completion Phase 2: <u>60</u> calendar days following Phase 1 Ready for Final Payment: <u>510</u> calendar days
Increase from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : \$ <u>59,115.83</u>	Increase from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : Substantial Completion Phase 1: <u>310</u> days Substantial Completion Phase 2: <u>0</u> days Ready for Final Payment: <u>30</u> days
Contract Price prior to this Change Order: \$ <u>2,472,665.83</u>	Contract Times prior to this Change Order: Substantial Completion Phase 1: <u>760</u> calendar days Substantial Completion Phase 2: <u>60</u> calendar days following Phase 1 Ready for Final Payment: <u>30</u> calendar days
Decrease of this Change Order: \$ <u>26,409.20</u>	Increase of this Change Order: Substantial Completion Phase 1: <u>90</u> days Substantial Completion Phase 2: <u>218</u> days Ready for Final Payment: <u>0</u> days
Contract Price incorporating this Change Order: \$ <u>2,446,256.63</u>	Contract Times with all approved Change Orders: Substantial Completion Phase 1: <u>850</u> calendar days Substantial Completion Phase 2: <u>278</u> calendar days following Phase 1 Ready for Final Payment: <u>1158</u> calendar days

RECOMMENDED:		ACCEPTED:	
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: Principal Engineer	Title: <u>Mayor</u>	Title: <u>PROJECT MANAGER</u>	
Date: 9/24/2021	Date: <u>11/17/2021</u>	Date: <u>11-12-2021</u>	

Bayou View Water Tank Replacement Project						
Summary Change Order Cost Breakdown						
No. 5						
The following pay items shall be revised:						
Item No.	Description	Original QTY	Revised QTY	U/M	Unit Price	Modified Amount
02050-B	Removal of Pipe (All Types and Sizes) (Base Bid)	160	0	LF	\$ 15.00	\$ (2,400.00)
02221-A	Select Bedding Material (PM)	300.0	119.3	CY	\$ 20.00	\$ (3,614.00)
02221-B	Select Foundation Material (PM)	50	33.63	CY	\$ 60.00	\$ (982.20)
02226-A	Borrow Material, Class C (PM)	180	0	CY	\$ 20.00	\$ (3,600.00)
02226-B	Excess Excavation (LVM)	160	0	CY	\$ 20.00	\$ (3,200.00)
02295-A	Silt Fence	770	700	LF	\$ 7.00	\$ (490.00)
02295-B	Straw Wattles, 12-inch	50	0	LF	\$ 20.00	\$ (1,000.00)
02722-A	18" RCP	64	48	LF	\$ 35.00	\$ (560.00)
02990-A	6 ft. PVC Coated Fence	770	610	LF	\$ 26.00	\$ (4,160.00)
02050-B	Removal of Pipe (All Types and Sizes) (Add Alt 1)	85	0	LF	\$ 40.00	\$ (3,400.00)
02234-A-CO2	Crushed Limestone (PM)	100	61	CY	\$ 77.00	\$ (3,003.00)
Total amount reduced from the Contract =					\$	(26,409.20)

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the 16th day of November, 2021, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO
APPROVE SUMMARY CHANGE ORDER #5 TO CONTRACT WITH
PHOENIX FABRICATORS AND ERECTORS, LLC, FOR THE BAYOU VIEW
WATER TANK REPLACEMENT PROJECT, TO AUTHORIZE THE MAYOR
TO EXECUTE SAID CHANGE ORDER AND FOR RELATED PURPOSES**

WHEREAS, Phoenix Fabricators and Erectors, LLC, was awarded the contract for the Bayou View Water Tank, which project was the replacement of the Bayou View Water Tank, to include removal of the existing 500,000 gallon water tank located in Bayou View at 51st Street and replace this tank with a 750,000 gallon composite tank; and

WHEREAS, certain and various changes to the contract as more fully set forth in the attached Summary Change Order #5 (which is attached hereto as a part of Exhibit "A"), resulting in an DECREASE in costs (\$26,409.20) and an INCREASE in contract time (308 days), as more fully described in the memoranda from the City Engineer Wayne Miller, PE; and Project Engineer Benjamin Benvenuto, PE; and

WHEREAS, the Covington Civil and Environmental, LLC, and the City Engineer have recommended approval of Summary Change Order #5; and

WHEREAS, approval of Summary Change Order #5 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 Summary Change Order #5 to the City’s contract with Phoenix Fabricators and Erectors, LLC be and it is hereby approved in the form as is found in Exhibit “A” to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

SECTION 4. That the DECREASE in cost 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 Councilmember Flowers, seconded by Councilmember Kosloski, and was adopted by the following roll call vote:

YEAS:

Casey

Roland

Holmes-Hines

Walker

Sharp

Flowers

Kosloski

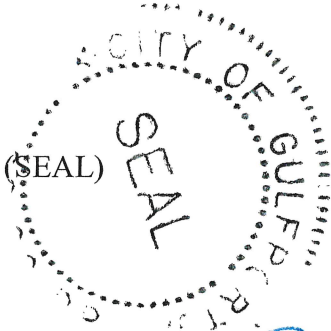
NAYS:

None

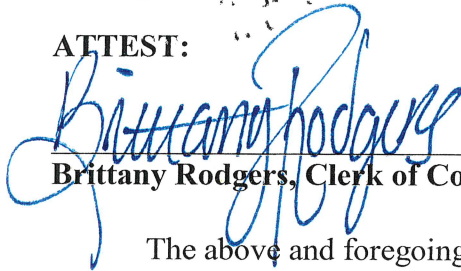
ABSENT:

None

WHEREUPON the President declared the motion carried and the Resolution adopted,
this the 16th day of November, 2021.



ATTEST:

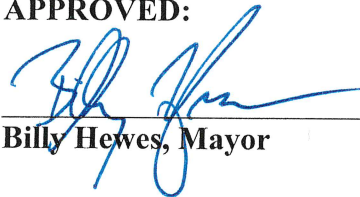

Brittany Rodgers, Clerk of Council

ADOPTED:


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

The above and foregoing Resolution having been submitted to and approved by the
Mayor, this the 17th day of November, 2021.

APPROVED:


Billy Hewes, Mayor



Memorandum – City of Gulfport

PUBLIC WORKS AND ENGINEERING

To: Jessica Versiga, Purchasing

CC: Mayor Billy Hewes
Leonard Papania, CAO
Todd Harman, CPA, Director of Finance and Accounting
Jeremy Harrison, P.E., Assistant City Engineer
Tyler Gentry, Assistant Director of Public Works – Operations

From: Wayne E. Miller, P.E., Director of Public Works and Engineering *WEM*

Date: 10/21/2021

Re: **Change Order No. 5 (Summary)**
-Bayou View Water Tank Replacement Project

Attached for your consideration is the referenced Change Order No. 5 (Summary), in the deductive amount of \$26,409.20 and additive amount of 308 calendar days. The additional days are due to weather delays caused by Hurricane Zeta, other rain events, cellular provider contractors' inability to install and remove equipment on schedule, and changes to the scope of work. The change is also necessary to reflect the actual quantities and items used during construction of this project.

The project is funded by the 2014 Bond Issue and FY 2017 Capital Project Funds. This project is designed to remove the existing 500,000-gallon water tank located in Bayou View at 51st Street and replace this tank with a 750,000-gallon composite tank. The new tank height is 182 feet as approved by the Federal Aviation Administration and the Gulfport-Biloxi Airport Authority.

I recommend approval of Change Order No. 5 (Summary). Please place this item on the November 2, 2021 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments:

1. Ben Benvenuti, P.E. letter dated October 11, 2021
2. Change Order No. 5 (Summary)



October 11, 2021

Mr. Wayne Miller, P.E.
Director of Public Works/Engineering
4050 Hewes Avenue
Gulfport, MS 39507

**Re: Bayou View Water Tank Replacement Project
Qualifications for Delay - Change Order No. 5 (Summary)**

Dear Mr. Miller:

Final inspection of construction has been completed and final payment has been requested by the contractor. The attached Change Order No. 5 (Summary) requests an additional 308 days be added to the contract time. The qualifications for the extended contract time are due to weather delays caused by Hurricane Zeta, and other rain events, cellular provider contractors' inability to install and remove equipment on schedule, scope of work changes, and the Covid-19 pandemic. Please refer to the table below for delay qualification and time extension for each delay.

Delay	Description of Delay	Timeline
Design Modification; Fence location	Perimeter fence location modification due to site changes throughout project. Delay for surveying crew to restake fence location.	14 days
Cellular Provider Delay	Delay due to cellular providers request for site to be unoccupied by site contractor while equipment is being installed. Cellular providers failure to complete equipment installation on schedule.	44 days
Cellular Provider Delay	Delay due to failure by cellular providers to remove equipment from existing tank caused by equipment on new tank not being installed and therefore unable to provide service. Demolition contractor unable to begin work until all existing equipment is removed and services disconnected. Demolition contractor mobilized to a different jobsite due to extended delay	65 days

Changes to Scope of Work	Initial scope altered to include installation of gate valves to existing water main across 51 st St. Delay due to parts unavailability when needed. Additional work to remove tree on-site per Trinity Church request	32 days
Weather Delay; multiple high rain events	Weather delays throughout extent of project including Hurricane Zeta. Delay in ability to pour concrete. Excess rain causing contractor to be unable to remove and grade soil. Delay in removal of soil due to added weight of saturated material that would increase cost. Sod contractor unable to prepare final grade and place sod properly due to saturation of soil and standing water.	95 days
COVID-19 Pandemic	Work during this period of time was affected by a decrease in workforce and materials available due to pandemic.	58 days

Should you need any additional information or clarification, please contact me at (228) 396-0486 or ben@ccellc.us.

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC



Benjamin B. Benvenuti, P.E.
Principal Engineer

Meltwater Services

Meltwater Regular

- Users: Access by up to 5 Authorized Users (defined herein) to the Meltwater platform. "Authorized Users" means those specific employees or consultants located in United States that Customer has authorized to use the Meltwater platform solely for Customer's own internal business purposes.
- Searches: 15 Searches. A "Search" is a string of keywords used to search online news or social media sources and find relevant results in the form of articles or posts. Results are displayed in the Meltwater platform and contain a hyperlink to the original source article or post.
- Dashboards: 10 dashboard(s) on the Meltwater platform. Dashboards are customizable and display analytics and search results from any Searches. Each Dashboard can contain up to 9 Widgets.
- Widgets: Access to both Brand Monitoring and Brand Analysis widget groups, including Potential Reach, Sentiment Score, Share of Voice, Advertising Value Equivalency, Top Languages, RSS Feed, Content Streams, Media Exposure, World Heat Map, Trending Themes, Top Publishers and Top Locations widgets.
- Sources: News and social media monitoring. News search results from all sources tracked by Meltwater worldwide.
- Extras: Tagging, translation and distribution of search results.
- Sentiment: Natural Language Processing (NLP) analysis of article sentiment in selected languages.
- Alerts: Twitter Influencer (twitter only), Top reach (news only), Spike detection, Sentiment Shift, and Events (40 companies) are included. Authorized Users can configure Alerts for Searches and Users. Alerts are available in the Meltwater Platform, email reports and/or Mobile App.
- Support: Technical and Consultative support during normal local business hours, for the duration of the subscription.
- Email: Daily e-mail reports and ad-hoc dashboard reports showing search results for Authorized Users.
- Mobile: Access to Meltwater app (available in iOS and Android) to view saved Searches and Search Results.
- Subject to the approval of Twitter, Customer may receive content from Twitter or post content to Twitter ("Twitter Content") pursuant to this Agreement and Customer represents that it has read, understands, and agrees to be bound by Twitter's terms of service located at <https://twitter.com/en/tos>. Meltwater or Twitter may terminate Customer's access to Twitter Content if Meltwater or Twitter reasonably believes that Customer is violating Twitter's terms of service.

Premium Social Package

- Social media content package for use with searches and dashboard analytics in Meltwater platform.
- Search results from Twitter, Facebook, Instagram, Forum sites, Product Review sites and website comment sections.
- Search results can be visualized alongside other content types in integrated dashboards.
- Available widgets for visualization include Heat Maps, Media Exposure, Share of Voice, Top Posters, Sentiment Score, Sentiment, Languages, Locations, Sources, Topic Momentum and Trending Themes.
- Sentiment rating for all results using Natural Language Processing. (selected languages only)
- Search results can be exported in PDF, Image or Excel formats.(selected languages only)
- Subject to the approval of Twitter, Customer may receive content from Twitter or post content to Twitter ("Twitter Content") pursuant to this Agreement and Customer represents that it has read, understands, and agrees to be bound by Twitter's terms of service located at <https://twitter.com/en/tos>. Meltwater or Twitter may terminate Customer's access to Twitter Content if Meltwater or Twitter reasonably believes that Customer is violating Twitter's terms of service.

Terms of Service:

Meltwater will provide the above Services for the period of time reflected by the start & end dates below.

Product	Start Date	End Date
Meltwater Regular	Dec 07, 2021	Dec 06, 2022
Premium Social Package	Dec 07, 2021	Dec 06, 2022

Payment Terms:

Meltwater Services are paid for in advance of the Start Date in a single lump sum. Once this Order Confirmation is signed, an invoice for the price below will be generated and due net 14. Except as provided in the Terms of Use, all payment is non-refundable. Discounts and/or special pricing and/or payment terms, if any, may not apply to your renewal term.

(If you are tax exempt please provide your Meltwater representative with a valid current tax exemption form upon signing.)

Price : 6000.00 USD

Terms of Use:

The company identified in the signature block below ("Customer") hereby agrees that its use of any Meltwater Service is governed by the terms set out in this Order Confirmation and the terms and conditions of use, located at <https://www.meltwater.com/terms-of-use/northamerica/> ("Terms") (together the "Agreement"). Any other terms, including those on a purchase order, in a vendor registration application, or part of an RFP, are considered void and shall have no force and effect.

Special Terms:

Any Special Terms below shall supersede Meltwater's standard Terms of Use.

- Invoices under this Agreement will be due within 30 days of invoice date.
- This Agreement will not automatically renew.
- Invoices under this Agreement will be issued according to the following schedule: Invoice 1 in the amount of 6000.00 USD due on or before Jan 06, 2022 ;
- Notwithstanding anything to the contrary in this Agreement, this Agreement will be governed by and interpreted in accordance with the laws of Mississippi.

By signing this Agreement, you warrant that you have the authority to enter into this Agreement on behalf of Customer and that you have read, understand, and accept all of the terms of this Agreement

Customer

Name and Contact Information:

The City of Gulfport
P.O. Box 1780
Gulfport, Mississippi 39502
United States
Contact: Jase Payne

Date

12/8/2021

Name

Jase Payne

Email

jpayne@cityofgulfport.ms.gov

Title

Comm + Marketing Manager

Signature

[Signature]

Meltwater

Name and Contact Information:

Meltwater News US Inc.
465 California St. Floor 11
San Francisco, CA 94104
United States of America
FTIN number: 20-8289528 (b2b-version)

Date

Dec 07, 2021

Name

Andrea Weathers

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Jessica Versiga, Purchasing Agent

Date: December 1, 2021

Ref: Renewable Term Contracts (FY2022)

The City of Gulfport is exercising the right to request an extension of the following Term Contracts for a second term of twelve (12) months, commencing January 1, 2022, with all prices remaining constant.

Thank you for your consideration.

Group C:	Sundry Road Materials
Group C1:	Limestone, Washout Materials
Group C2A:	Culvert & Ram Neck Piping (Concrete Pipe Section only)
Group C3:	Hot Bituminous Pavement
Group C8:	Infield, Track and Walkway
Group J2:	Pre Cast Concrete Manholes
Group U:	Electronic Equipment