Tuesday, September 3, 2024	1:30 PM	*City Hall | Council Chambers* *2309 15th Street, Gulfport*

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**
- **Presentation – Mayor's Proposed Budget for Fiscal Year 2025**

Policy Issues

Minutes / Appointments

1 Approval of Minutes - for July 19, 2024 Special Call Meeting.

2 Approval of Minutes - for July 26, 2024 Special Call Meeting.

3 Approval of Minutes - for August 6, 2024.

4 Approval of Minutes - for August 14, 2024 Special Call Meeting.

5 Approval of Minutes - for August 20, 2024.

Hearings / Appeals

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

7 Hearing - on determination of whether an elected official has vacated their office, under Miss. Code Ann. § 21-8-7.

8 Appeal - by Mark IV Realty Corporation on Civil Penalty Ticket Numbers: 13838, 13886, 13920, and 13966.

Recommendations

9 Recommendation of City EMS Coordinator - related to request by Medi-Lift of MS, LLC for a Certificate of Necessity under the City's Ambulance Services Ordinance.

Ordinances

10 Ordinance - providing for the salary of compensation for one (1) "Accountant" position, and for related purposes.

Resolutions

11 Resolution - approving Contract for Congregate Meals for South Mississippi Planning and Development District Area Agency on Aging, and for related purposes.

12 Resolution - approving Agreement with OTIS Elevator Company for Elevator Servicing and Maintenance at the Leisure Services Building on Courthouse Road, and for related purposes.

13 Resolution - approving Form License Agreement in connection with the 2024 Gulfport Harbor Lights Winter Festival, and for related purposes.

14 Resolution - approving Pricing Structure for the 2024 Gulfport Harbor Lights Winter Festival, and for related purposes.

15 Resolution - approving Service Agreements with Turf Masters Lawn Care, Inc. d/b/a Christmas Decor, for services in connection with the 2024 Gulfport Harbor Lights Winter Festival, and for related purposes.

16 Resolution - approving Grounds Maintenance Contracts, and for related purposes.

17 Resolution - approving Construction Contract with T.L. Wallace Construction, Inc. in connection with the Landon Road Widening Project, and for related purposes.

18 Resolution - approving Professional Services Agreement with Charles E. Bodie, Jr., to serve as Video and Discovery Clerk in support of the Prosecutor's Office, and for related purposes.

19 Resolution - approving Professional Services Agreement with Gulf Coast Center for Nonviolence, Inc., to provide Domestic Violence Victims Advocate Services, and for related purposes.

20 Resolution - approving Professional Legal Services Agreement with Lee Russell, Esq., of Russell Law Firm, PLLC, to provide Public Defender Services in the Gulfport Municipal Court, and for related purposes.

21 Resolution - approving Professional Services Agreement with Machado Patano Design Group, and for related purposes.

22 Resolution - approving Professional Services Agreement with SAFEbuilt, LLC, and for related purposes.

23 Resolution - approving Professional Services Agreement with Thomas “Tom” Johnson, to serve as a Domestic Violence Investigator, and for related purposes.

24 Resolution - approving the Certificate of Substantial Completion for the Ken Combs Boat Launch Dredging due to Hurricane Zeta Project, and for related purposes.

25 Resolution - approving Work Assignment to DNA Underground, LLC, under existing Unit Price Contract for the Old Highway 49 at O'Neal Road Intersection Improvements Project, and for related purposes.

26 Resolution - authorizing the City of Gulfport, by and through the Gulfport Police Department, to apply for Tideland Funding through the Mississippi Department of Marine Resources, and for related purposes.

27 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport, by and through the Gulfport Police Department, and for related purposes.

28 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport, by and through the Gulfport Police Department, and for related purposes.

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

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

Budget Amendments / Docket of Claims

31 Budget Amendment #115 - transferring funds within the Police Department Budget.

32 Budget Amendment #116 – increasing line item 277 Vehicles from drug-related arrest.

33 Budget Amendment #117 - transferring funds from Wages and Salaries to increase line item 213.

34 Budget Amendment #118 - transferring funds from Wages and Salaries to increase line item 411.

35 Docket of Claims - to be approved through September 4, 2024.

Routine Agenda

36 Acknowledgment - of previously approved and subsequently executed Agreements, Contracts, and/or Documents - to be made a part of the minutes.

37 Code Enforcement Notice(s) - to be made a part of the minutes.

38 Legal Notice - advertisement for Electrical Services Unit Price Contract.

39 Legal Notice - advertisement for Ground Maintenance Contract.

40 Legal Notice - advertisement for Repairs to Ken Combs Pier.

41 Letter - regarding bid awarded by Purchasing to Dixie Glass for Carnegie Library - Building Maintenance - to be made a part of the minutes.

42 Letter - regarding bid awarded by Purchasing to Premier Automotive for 2024 Ford Maverick - Urban Development Department - to be made a part of the minutes.

43 Letter - regarding bid awarded by Purchasing to Sports Contractors Unlimited for Synthetic Turf Repair - Leisure Services - to be made a part of the minutes.

44 Privilege License Report - for the month of August 2024 - to be made a part of the minutes.

45 Request - for issuance of a special check, payable to DNA Underground, LLC - right-of-entry work related to Old Highway 49 at O'Neal Road Intersection Improvements Project.

Public Agenda

Council Comments

Memorial Adjournment

- **Ms. Catherine McNair-Forte'**

Executive Session

Setting of Next Meeting and Adjournment

City of Gulfport, Mississippi

Agenda

City Council

2309 15th Street
Gulfport, MS 39501

Friday, July 19, 2024 | **2:15 PM** | ***Gulfport City Hall Council Chambers***

2:15 P.M.

The Mayor and Members of Council met at City Hall at 2:15 P.M., on the above date, the same being an adjourned meeting from a Regular Meeting on July 16, 2024, at 1:30 P.M.

Present: Mayor Billy Hewes (in at 2:27 P.M.), CAO Wayne Miller (in at 2:26 P.M.), General Counsel Hugh Keating, Clerk of Council Brittany Rodgers, Deputy Clerk of Council Brittany Thomas, **Councilmembers**: Kenneth Casey, Ella Holmes-Hines (Teleconference), Rusty Walker, R.Lee Flowers, and Richard Kosloski.
Absent: Councilmembers Ron Roland and Myles Sharp.

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

Declaration of Special Call Meeting

Motion to Declare a Special Called Meeting and to have the meeting notice thereof appended as Exhibit "A" to these minutes, Moved By R. Lee Flowers, **Seconded by** Kenneth Casey

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

Policy Issues

Resolutions

1 Reconsideration - of Resolution - approving Amendment No. 1 to Agreement with GPT SFM, LLC for Operation and Maintenance of the Gulfport Sportsplex and the Goldin Sportsplex Facilities, and for related purposes.

- Failed for lack of a Motion -

2 Resolution - approving Lease Agreement with John Deere Financial, for the Leisure Services Department, and for related purposes.

Motion to Approve, Moved By R. Lee Flowers, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution 07192024SCM_2 - Signed

Budget Amendments

3 Reconsideration - of Budget Amendment #100 - increasing Leisure Services Contractual line item, for the GPT SFM, LLC Operation and Maintenance of the Gulfport Sportsplex and the Goldin Sportsplex Facilities Agreement.

- Failed for lack of a Motion -

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn until August 6, 2024, at 1:30 P.M. for a Regular Meeting, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

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

City of Gulfport, Mississippi

Agenda

City Council

2309 15th Street
Gulfport, MS 39501

Friday, July 19, 2024 | **2:15 PM** | ***Gulfport City Hall Council Chambers***

2:15 PM

Declaration of Special Call Meeting

Policy Issues

Resolutions

1 Reconsideration - of Resolution - approving Amendment No. 1 to Agreement with GPT SFM, LLC for Operation and Maintenance of the Gulfport Sportsplex and the Goldin Sportsplex Facilities, and for related purposes.

2 Resolution - approving Lease Agreement with John Deere Financial, for the Leisure Services Department, and for related purposes.

Budget Amendments / Docket of Claims

3 Reconsideration - of Budget Amendment #100 - increasing Leisure Services Contractual line item, for the GPT SFM, LLC Operation and Maintenance of the Gulfport Sportsplex and the Goldin Sportsplex Facilities Agreement.

Setting of Next Meeting and Adjournment

Exhibit "A"

City of Gulfport, Mississippi

Agenda

City Council

2309 15th Street
Gulfport, MS 39501

Friday, July 26, 2024 | **1:45 PM** | ***Gulfport City Hall Council Chambers***

1:45 P.M.

The Mayor and Members of Council met at City Hall at 1:45 PM, on the above date, same being an adjourned meeting from a Special Call Meeting on July 19, 2024, at 2:15 P.M.

Present: Mayor Billy Hewes, CAO Wayne Miller, General Counsel Hugh Keating, Clerk of Council Brittany Rodgers, Deputy Clerk of Council Brittany Thomas, **Councilmembers**: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, and R. Lee Flowers (Teleconference).
Absent: Councilmembers Myles Sharp and Richard Kosloski.

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

Declaration of Special Call Meeting

Motion to Declare a Special Called Meeting and to have the meeting notice thereof appended as Exhibit "A" to these minutes, Moved By Ron Roland, **Seconded by** Kenneth Casey

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

Policy Issues

Ordinances

1 Ordinance - designating and establishing Voting Precincts and Polling Places within each Municipal Ward; and to effect and implement this Ordinance for the regularly scheduled Quadrennial Municipal Elections in the Year 2025, and subsequent Elections, and for any General Referendum by the City of Gulfport requiring an Election hereafter, and for related purposes.

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

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

Attachment(s):
Ordinance 3413 07262024SCM_1 - Signed

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn until August 6, 2024, at 1:30 P.M. for a Regular Meeting, Moved By Kenneth Casey, **Seconded by** Rusty Walker

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

City of Gulfport, Mississippi

Agenda

City Council

2309 15th Street
Gulfport, MS 39501

Friday, July 26, 2024	**1:45 PM**	***Gulfport City Hall Council Chambers***

1:45 PM

Declaration of Special Call Meeting

Policy Issues

Ordinances

1 Ordinance - designating and establishing Voting Precincts and Polling Places within each Municipal Ward; and to effect and implement this Ordinance for the regularly scheduled Quadrennial Municipal Elections in the Year 2025, and subsequent Elections, and for any General Referendum by the City of Gulfport requiring an Election hereafter; and for related purposes.

Setting of Next Meeting and Adjournment

Exhibit "A"

City of Gulfport, Mississippi

Minutes

City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, August 6, 2024	**1:30 PM**	***Gulfport City Hall Council Chambers***

1:30 P.M.

The Mayor and Members of Council met at City Hall at 1:30 P.M., on the above date, same being an adjourned meeting from a Special Call Meeting on July 26, 2024 at 1:45 P.M.

Present: Mayor Billy Hewes, CAO Wayne Miller, General Counsel Hugh Keating, Clerk of Council Brittany Rodgers, Deputy Clerk of Council Brittany Thomas, **Councilmembers**: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, and Richard Kosloski.

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

Agenda Order

Motion to Approve Agenda with the following adjustments, add Item 16 – A - Resolution - approving Rental Agreement with South Mississippi Business Machines of Gulfport, Inc., for Leisure Services Department, and for related purposes., Moved By Myles Sharp, **Seconded by** R.Lee Flowers

Vote: Motion Passed By The Following Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Nay: Ella Holmes-Hines

Presentation Agenda

- **Mayor's Report**

Policy Issues

Minutes / Appointments

1 Approval of Minutes - for July 16, 2024.

Motion to Approve Minutes for July 16, 2024, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Passed By The Following Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Nay: Ella Holmes-Hines

Attachment(s):
July 16, 2024 Minutes

2 Ratification - of reappointment to the Gulfport-Biloxi International Airport Authority.

Motion to Ratify reappointment of Brigadier General (Retired) Joe Spraggins to the Gulfport-Biloxi International Airport Authority, Moved By R.Lee Flowers, **Seconded by** Ron Roland

Vote: Motion Passed By The Following Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers
Nay: Richard Kosloski

Attachment(s):
Reappointment - Gulfport-Biloxi International Airport Authority - Joe Spraggins 08062024_2

3 Ratification - of reappointment to the Gulfport Redevelopment Commission.

Motion to Ratify reappointment of Hugh Keating to the Gulfport Redevelopment Commission, Moved By Ron Roland, **Seconded by** Kenneth Casey

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Reappointment - GRC - Hugh Keating 08062024_3

4 Ratification - of appointment to the Memorial Hospital Board of Trustees.

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

Vote: Motion Failed By The Following Roll Call Vote
Aye: Kenneth Casey, Ella Holmes-Hines
Nay: Ron Roland, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Motion to Ratify appointment of Mercedes Carranza to the Memorial Hospital Board of Trustees, Moved By Ron Roland, **Seconded by** Richard Kosloski

Vote: Motion Passed By The Following Roll Call Vote
Aye: Ron Roland, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Nay: Kenneth Casey, Ella Holmes-Hines

Attachment(s):
Appointment - Memorial Hospital Board of Trustees - Mercedes Carranza

The President called Recess at 2:15 P.M. - Resumed at 2:33 P.M.

Hearings / Appeals

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

Motion to Open the Code Enforcement Hearing, Moved By Kenneth Casey, **Seconded by** Myles Sharp

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

There being no one present to address the Council, Motion to Close the Hearing and Approve the Resolution, Moved By Kenneth Casey, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Code Enforcement Notices 08062024
Resolution 08062024_5 - Signed

6 Appeal - Civil Penalty Ticket Numbers: 13834, 13838, 13886, 13912, 13920, 13966, 14004, and 14008.

Motion to Open the Appeal Hearing, Moved By Richard Kosloski, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Motion to Postpone the Hearing on the purported Appeal filed by MARK IV REALTY CORPORATION regarding various violations of provisions set out in the International Property Maintenance Code, as adopted by the City of Gulfport, at the request of the appealing party, MARK IV REALTY CORPORATION, and to postpone and re-set the same to the City Council's Meeting at 1:30 P.M. on Tuesday, September 3, 2024, at the request of this appealing party as documented by the City Clerk's Office this date, Moved By R.Lee Flowers**, Seconded by** Rusty Walker

Vote: Motion Passed By The Following Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Nay: Ella Holmes-Hines

Recommendations

7 Recommendation from City Engineer to commence Warranty Period - Landon Meadows Subdivision - Phase I - Water and Sewer Improvements.

Motion to Accept Recommendation, Moved By R.Lee Flowers, **Seconded by** Ron Roland

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Landon Meadows Subdivision - Phase I Water and Sewer Improvements - Commence Warranty Period 08062024_7

8 Recommendation from Planning Commission to Amend Zoning Ordinance - (amending Zoning Map to rezone property to T4L (General Urban Zone "Limited")) - 1907 24th Avenue - Case #2406PC032 - Ward 3.

Motion to Adopt Ordinance, Moved By Ella Holmes-Hines, **Seconded by** Myles Sharp

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Ordinance 3414 08062024_8 - Signed

9 Recommendation from Planning Commission to Amend Zoning Ordinance - (amending Zoning Map to rezone property to R-B (Residence business)) - 29th Street - Case #2406PC080 - Ward 1.

Motion to Adopt Ordinance, Moved By Kenneth Casey, **Seconded by** Richard Kosloski

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Ordinance 3415 08062024_9 - Signed

10 Recommendation from Planning Commission to Amend Zoning Ordinance - (amending Zoning Map to rezone properties to T4+ (General Urban Zone "Plus")) - 2007 and 2009 St. James Boulevard - Case #2406PC089 - Ward 2.

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

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Ordinance 3416 08062024_10 - Signed

Ordinances

11 Ordinance - amending Section 1-47 in Chapter 1, Article II in the Code of Ordinances of the City of Gulfport, Mississippi and providing for the salary of compensation for the Clerk of Council position.

Motion to Adopt Ordinance, Moved By Myles Sharp, **Seconded by** Richard Kosloski

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Ordinance 3417 08062024_11 - Signed

Resolutions

12 (Amended) Resolution - approving General Terms of Service with Block, Inc., Square Capital, LLC, and/or Square Financial Services, Inc., in connection with the Gulfport Harbor Lights Winter Festival, Leisure Services Programming, and other needs of the City, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Resolution 08062024_12 - Signed

13 Resolution - approving acceptance of Processor Terms and Conditions with Ayden, NV, in connection with the GoPhoto Equipment, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Resolution 08062024_13 - Signed

14 Resolution - approving Agreement with Gulfport School District concerning reimbursement for Law Enforcement Services (School Resource Officers), and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Resolution 08062024_14 - Signed

15 Resolution - approving Agreement with Harrison County School District concerning reimbursement for Law Enforcement Services (School Resource Officers), and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Resolution 08062024_15 - Signed

16 Resolution - approving Award to and Construction Contract with Southern Colonial Construction, LLC, in connection with the Debuys Road Sewer Pump Station Force Main Connection to West Biloxi Wastewater Treatment Plant Project, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Resolution 08062024_16 - Signed

16 – A Resolution - approving Rental Agreement with South Mississippi Business Machines of Gulfport, Inc., for Leisure Services Department, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Resolution 08062024_16-A - Signed

17 Resolution - approving Amendment No. 2 to Agreement with DNA Underground, LLC, for the Repair & Replacement Unit Price Contract, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Resolution 08062024_17 - Signed

18 Resolution - approving Cooperation with Civilian Law Enforcement Officials Agreement with the US Department of the Navy, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Resolution 08062024_18 - Signed

19 Resolution - acknowledging Award of Congressional Grant Funding through the Environmental Protection Agency for the Northwood Water Main Replacement Project, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Resolution 08062024_19 - Signed

20 Resolution - authorizing an expenditure (in the form of an in-kind donation) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with Coastal Family Health Center, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Resolution 08062024_20 - Signed

21 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport, by and through the Gulfport Fire Department, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Resolution 08062024_21 - Signed

22 Resolution - authorizing an expenditure (in the form of an in-kind donation) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with MSPHI/SHEA Coalition, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Resolution 08062024_22 - Signed

23 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport, by and through the Urban Development Department, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Resolution 08062024_23 - Signed

24 Resolution - approving the temporary closure of municipal right of way for the Rose Anderson Family Reunion, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Resolution 08062024_24 - Signed

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

Motion to Approve, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Resolution 08062024_25 - Signed

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

Motion to Approve, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Passes By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Resolution 08062024_26 - Signed

Budget Amendments / Docket of Claims

27 Budget Amendment #102 - transferring funds from Capital Outlay to Contractual Services within the Building Maintenance budget.

Motion to Approve Budget Amendment #102, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Budget Amendment 2024-102
Budget Amendment – Memo Building Maintenance

28 Budget Amendment #103 - increasing line item 277 Vehicles from drug-related arrest.

Motion to Approve Budget Amendment #103, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Budget Amendment 2024-103
Budget Amendment Memo - drug-related arrests increasing line item 277 - Vehicles

29 Budget Amendment #104 - increasing line item 286 Capital (CNET) from restitution.

Motion to Approve Budget Amendment #104, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Budget Amendment 2024-104
Budget Amendment Memo - CNET Restitution - increasing line item 286 - Capital

30 Budget Amendment #105 - transferring funds from the General Fund to line item 215 - Lot Assessments.

Motion to Approve Budget Amendment #105, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Budget Amendment 2024-105
Budget Amendment Memo - increasing line item 215 - Lot Assessments

31 Budget Amendment #106 - transferring funds from City Cash Reserves to fund Construction, Engineering and Inspection Contract with Volkert Inc. for Landon Road Widening.

Motion to Approve Budget Amendment #106, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Budget Amendment 2024-106
Budget Amendment - Fund CE&I with Volkert - Landon Road Widening Project

32 Budget Amendment #107 - increasing line item 286 Capital (CNET) from restitution.

Motion to Approve Budget Amendment #107, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Budget Amendment 2024-107
Budget Amendment Memo - CNET Restitution - increasing line item 286 -Capital

33 Budget Amendment #108 - establishing a Fire Rebate special revenue fund.

Motion to Approve Budget Amendment #108, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Budget Amendment 2024-108
2024 07 29 - Budget Amendment 108 - Fire Rebate Fund

34 Budget Amendment #109 - establishing the Emergency Medical Services special revenue fund.

Motion to Approve Budget Amendment #109, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Budget Amendment 2024-109
2024 07 29 - Budget Amendment 109 - EMS Operations Fund

35 Docket of Claims - to be approved through August 7, 2024.

Motion to Approve Docket of claims, in the amount of $3,044,638.17, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Passed By The Following Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Nay: Ella Holmes-Hines

Attachment(s):
Resolution 08062024_35 - Signed

Routine Agenda

Motion to Approve Routine Agenda, as presented, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

36 Acknowledgment - of previously approved and subsequently executed Agreements, Contracts, and/or Documents - to be made a part of the minutes.

Attachment(s):
SMBM Rental Agreement - Clerk of Council's Copier-Printer 07022024_17 - Executed
Memo & Service Agreement - Universal Concepts 2024 GHLWF 07022024_19 - Executed
C Spire Internet Service Agreement 07022024_18 - Executed
Uniti Fiber Green Light 07022024_11 - Executed
Webconnex 06182024_11 - Executed
MDOT ROW Use Agreement 05212024_17 - Executed

37 Code Enforcement Notice(s) - to be made a part of the minutes.

Attachment(s):
Code Enforcement Chapter 3 Notices 080624

38 Legal Notice - advertisement for Repairs to Fred Urie Pier.

Attachment(s):
Advertisement for Bids

39 Letter - regarding bid awarded by Purchasing to AD & R for the demolition of Station 2 - Fire Department - to be made a part of the minutes.

Attachment(s):
Demolition of Station 2 - AD & R - Fire

40 Letter - regarding bid awarded by Purchasing to Allistons for Harbor Light Shirts for Resale - Special Events - to be made a part of the minutes.

Attachment(s):
Harbor Light Shirt for Resale - Allistons - Events

41 Letter - regarding bid awarded by Purchasing to Gulf Coast Golf Carts, LLC for a Golf Cart - Marina Division of Leisure Services - to be made a part of the minutes.

Attachment(s):
Gulf Cart - Gulf Coast Gulf Cart - Marina

42 Privilege License Report - for the month of July 2024 - to be made a part of the minutes.

Attachment(s):
Privilege License Report - June and July 2024

43 Request - authorization for issuance of Special Check payable to GoPhoto BV for Invoice 20240200.

Attachment(s):
"A" - GoPhoto Special Check Request, "B" - inv20240200

Public Agenda

The President called for comments during the Public Agenda.

The following Citizen(s) addressed the Council:

- Sandra Wyche - 3525 Nunnally
- Nancy Evans - 1649 Arkansas Avenue
- Ruth Robinson

This Concluded the Public Agenda.

Council Comments

Memorial Adjournment

- **Mr. Charles Sidney Brock**
- **Mr. Gary Dean Trautman**
- **Mrs. Lucille Anne Mazzola Mortimer**
- **Mrs. Nadine Dean Smith Hunter**
- **Mr. Norman Watt Lassiter**
- **Mr. Robert Wayne Speer**

Executive Session

Upon the advice of General Counsel, Motion to Enter Closed Session to make a preliminary determination of the necessity for Executive Session, Moved By R.Lee Flowers**, Seconded by** Kenneth Casey

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

The Council entered Closed Session at 3:17 P.M. In attendance: Councilmembers: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski, Mayor Billy Hewes, CAO Wayne Miller, General Counsel Hugh Keating, City Attorney Jeff Bruni, Clerk of Council Brittany Rodgers, and Deputy Clerk of Council Brittany Thomas.

Motion to Exit Closed Session at 3:18 P.M., Moved By Ron Roland, **Seconded by** Kenneth Casey

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

No official action was taken during Closed Session.

The Council entered Executive Session at 3:19 P.M. In attendance: Councilmembers: Kenneth Casey, Ron Roland, Ella Holmes-Hines (in at 3:22 P.M.), Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski, Mayor Billy Hewes, CAO Wayne Miller, General Counsel Hugh Keating, City Attorney Jeff Bruni, Assistant City Attorney Margaret Murdock, Director of Engineering Jeremy Harris (in at 3:40 P.M. - 3:49 P.M.), Clerk of Council Brittany Rodgers, and Deputy Clerk of Council Brittany Thomas.

Motion to Exit Executive Session at 3:49 P.M., Moved By Ella Holmes-Hines, **Seconded by** Rusty Walker

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

No official action was taken during Executive Session.

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

Motion to Authorize the City Attorney's Office to accept the sum of $31.66 from Direct Auto Insurance and Steve Ryan in settlement of the City's property damage arising out of an incident that occurred on February 24, 2024, when damage was caused to a road sign belonging to the City of Gulfport, and that the Mayor and City Attorney's office be authorized to execute any and all documents necessary to effectuate this settlement on behalf of the City, including, without limitation, any Agreements, Moved By Myles Sharp, **Seconded by** Ron Roland

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Motion to Authorize the City Attorney's office to accept the sum of $50.13 from Aaron Estevez, in settlement of the City's property damage arising out of an automobile collision on July 10, 2024, resulting in damage to Gulfport Asset vehicle Unit 2619, and that the Mayor and City Attorney's office be authorized to execute any and all documents necessary to effectuate this settlement on behalf of the City, including, without limitation, any Agreements, Moved By Myles Sharp, **Seconded by** Ella Holmes-Hines

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Motion to Authorize the City Attorney's office to accept the sum of $234.44 from or on behalf of USA Insurance and Lovell Barnett, in settlement of the City's property damage arising out of an automobile accident on April 18, 2024, when a sign and manhole belonging to City of Gulfport was damaged, and that the Mayor and City Attorney's office be authorized to execute any and all documents necessary to effectuate this settlement on behalf of the City, including, without limitation, any Agreements, Moved By Myles Sharp, **Seconded by** Ron Roland

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Motion to Authorize the City Attorney's office to negotiate a full and final resolution of any and all claims that Michael and Aimee Seicshnaydre may have against the City of Gulfport and its employees that in any way arise out of or relate to an incident that occurred on February 21, 2024, involving the sale of fuel, to include the payment of $2,500.00 to Michael and Aimee Seicshnaydre with respect to any and all claims for damages arising out of this incident, with such resolution to include the execution of any necessary settlement documents and release and indemnity agreements and subject to the understanding that the Seicshnaydres will be solely responsible for the payment of all bills and expenses in any way arising out of or relating to this incident, Moved By Myles Sharp, **Seconded by** Ron Roland

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Motion to authorize the City of Gulfport, by and through the City Attorney's office, to agree to the plat amendment sought in Chancery Court Cause No. 24-1294 and to take any and all steps as may be required to effectuate said Agreement, including but not limited to the execution of an Order granting the relief sought in the petition and amended petition filed by Papania, Moved By R.Lee Flowers, **Seconded by** Ron Roland

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Motion to authorize the City of Gulfport, by and through the City Attorney's Office, to agree to the ROW vacation sought in Chancery Court Cause No. 24-906, subject to the retention of a utility and drainage easement (in a form acceptable to the City Attorney's Office) in the area sought to be vacated, and to take any steps as may be required to effectuate said agreement, including but not limited to the execution of an Order granting the relief sought in the petition filed by Marlin, Moved By R.Lee Flowers, **Seconded by** Ron Roland

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Motion to Authorize the City of Gulfport, by and through the City Attorney's office, to take any and all steps as may be required to remove any cloud, including title confirmation as needed, that may be on the City's title to Lots 11 and 62, Block 1, Resubdivision of Biloxi River Estates Unit #1, including the filing and prosecution of appropriate proceedings in Chancery Court, Moved By R.Lee Flowers, **Seconded by** Ron Roland

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Motion to Authorize the City of Gulfport, by and through the City Attorney's office, to file appropriate appeals on any and all adverse findings or determinations by FEMA in its Eligibility Determination Memorandum dated June 13, 2024, with respect to the City's request for Stafford Act funding of repairs to and mitigation associated with Libby Milner Roland Pier required as a result of Hurricane Zeta in 2020, Moved By R.Lee Flowers, **Seconded by** Ron Roland

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Motion to Authorize the City of Gulfport, by and through the City Attorney's office, upon timely and proper service of process per applicable Rule or Court Order, to agree to the ROW vacation sought in Chancery Court Cause No. _____, subject to the retention of a utility and drainage easement (in a form acceptable to the City Attorney's office) in the area sought to be vacated, and to take any steps as may be required to effectuate said Agreement, including but not limited to the execution of an Order granting the relief sought in the petition filed by Mecham/Shirley, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn in memory of Mr. Charles Sidney Brock, Mr. Gary Sean Trautman, Mrs. Nadine "Dean" Smith Hunter, Mr. Norman Watt Lassiter, Mr. Robert Wayne Speer, and Mrs. Lucille Anne Mazzola Mortimer, until August 20, 2024, at 1:30 P.M. for a Regular Meeting, Moved By R.Lee Flowers, **Seconded by** Ron Roland

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

City of Gulfport, Mississippi

Agenda

City Council

2309 15th Street
Gulfport, MS 39501

Wednesday, August 14, 2024 **1:30 PM** ***Gulfport City Hall Council Chambers***

1:30 P.M.

The Mayor and Members of Council met at City Hall at 1:30 P.M., on the above date, same being an adjourned meeting from a Regular Meeting on August 6, 2024, at 1:30 P.M.

Present: Mayor Billy Hewes, CAO Wayne Miller, General Counsel Hugh Keating, Clerk of Council Brittany Rodgers, Deputy Clerk of Council Brittany Thomas, **Councilmembers**: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, and Richard Kosloski.

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

Declaration of Special Call Meeting (called by the Mayor)

Motion to Declare a Special Called Meeting and to have the meeting notice thereof appended as Exhibit "A" to these minutes, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Policy Issues

1 Resolution - adopting the 2024 Action Plan for use of funds allocated to the City of Gulfport through the U.S. Department of Housing & Urban Development, Community Development Block Grant and Home Investment Partnerships Entitlement Programs, and for related purposes.

Motion to Limit Discussion Time to 10 minutes per speaker, being the Mayor and each Councilmember, Moved By Ella Holmes-Hines, **Seconded by** R.Lee Flowers

Vote: Motion Passed By The Following Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, R.Lee Flowers, Richard Kosloski
Nay: Kenneth Casey, Rusty Walker, Myles Sharp

The following addressed the Council:

- **Todd Harman - Director of Finance & Accounting**
- **Grace Aaron - CDBG Grant Consultant**
- **Ms. Sonya Williams-Barnes**
- **Ms. Ruth Robinson**
- **Ms. Sandra Wyche**

Motion to Approve Adoption of the 2024 Action Plan as presented, removing MLK Sidewalk Project and Bayou View West Project, Moved By Ella Holmes-Hines, **Seconded by** R.Lee Flowers

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

Attachment(s):
Resolution 08142024SCM_1 - Signed

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn until August 20, 2024, at 1:30 P.M. for a Regular Meeting, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Passed By Unanimous Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

City of Gulfport, Mississippi

Agenda

City Council

2309 15th Street
Gulfport, MS 39501

Wednesday, August 14, 2024 | **1:30 PM** | ***Gulfport City Hall Council Chambers***

1:30 PM

Declaration of Special Call Meeting (called by the Mayor)

Policy Issues

1 Resolution - adopting the 2024 Action Plan for use of funds allocated to the City of Gulfport through the U.S. Department of Housing & Urban Development, Community Development Block Grant and Home Investment Partnerships Entitlement Programs, and for related purposes.

Setting of Next Meeting and Adjournment

Exhibit "A"

City of Gulfport, Mississippi

Minutes

City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, August 20, 2024 **1:30 PM** ***Gulfport City Hall Council Chambers***

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

The Members of Council met at City Hall at 1:30 PM, on the above date, same being an adjourned meeting from a Special Call Meeting on August 14, 2024 at 1:30 P.M.

Present: CAO Wayne Miller, General Counsel Hugh Keating, Clerk of Council Brittany Rodgers, **Councilmembers**: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, and Richard Kosloski. **Absent:** Mayor Billy Hewes and Councilmember Rusty Walker.

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

Agenda Order Confirmation or Adjustment of the Agenda Order

Motion to Accept the Agenda, with the following adjustments; postpone items 1– 4, at the Clerk's request; postpone Item 11, at Councilmember Holmes-Hines's request; delete items 16 and 25, at the Administration's request; add Item 21 - A - Resolution - approving Supplemental Rider to the Standard Commercial Security Agreement with All Safe Technologies, LLC, and for related purposes.; add Item 38 - A - Resolution - accepting the support of the Harrison County Board of Supervisors with respect to certain road/right of way improvements in the City of Gulfport, Mississippi, to obtain approval of said support by the Board, and for related purposes.; add Item 38 - B - Resolution - commending the service of Gary Fredericks on the Board of Trustees for Memorial Hospital at Gulfport, and for related purposes.; add Item 38 - C - Resolution - urging review of the Five-Year Consolidated Plan for Housing and Community Development for the 2022-2026 period to determine if any amendments are necessary, and for related purposes.; and add Item 48 - A - Legal Notice - advertisement to rebid Citywide Lift Station Improvement Projects, ratifying rejections of sealed bids received on July 11, 2024 on the same - to be made a part of the minutes., Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

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

Presentation Agenda

- **Mayor's Report**

Policy Issues

Minutes / Appointments

1 Approval of Minutes - for July 19, 2024 Special Call Meeting.

- Postponed -

2 Approval of Minutes - for July 26, 2024 Special Call Meeting.

- Postponed -

3 Approval of Minutes - for August 6, 2024.

- Postponed -

4 Approval of Minutes - for August 14, 2024 Special Call Meeting.

- Postponed -

Hearings / Appeals

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

Motion to Open the Code Enforcement Hearing, Moved By Kenneth Casey, **Seconded by** R.Lee Flowers

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

There being no one present to address the Council, Motion to Close the Hearing and Approve the Resolution, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

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

Attachment(s):
CODE ENFORCEMENT HEARING NOTICES
Resolution 08202024_5 - Signed

Recommendations

6 Recommendation from Planning Commission to Amend Zoning Ordinance - (amending Official Text of Appendix D to the Code of Ordinances (Sections 5.4.11a and 5.4.11b) to amend the required side yard setback in T4+ and T4L Zoning Districts) - Case #2407PC094.

Motion to Remand to the Planning Commission for further development of the record, Moved By Ron Roland, **Seconded by** Kenneth Casey

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

7 Recommendation from Planning Commission to Amend Zoning Ordinance - (amending Zoning Map to rezone property to T4+ (General Urban Zone "Plus")) - 124 Palmetto Lane - Case #2407PC097 - Ward 2.

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

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

Attachment(s):
Ordinance 3418 08202024_7 - Signed

8 Recommendation from Planning Commission to Amend Zoning Ordinance - (amending Zoning Map to rezone property to R-1-7.5 (Single-family)) - Creel Circle - Case #2407PC099 - Ward 5.

Motion to Adopt Ordinance, Moved By Kenneth Casey, **Seconded by** Richard Kosloski

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

Attachment(s):
Ordinance 3419 08202024_8 - Signed

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9 Recommendation from Planning Commission to Amend Zoning Ordinance - (amending Zoning Map to rezone property to T4+ (General Urban Zone "Plus")) - 711 43rd Avenue - Case #2407PC103 - Ward 2.

Motion to Accept Planning Commission's Recommendation and Deny request to amend Zoning Ordinance, Moved By Ron Roland, **Seconded by** Kenneth Casey

The following Citizen(s) addressed the Council, in opposition to the rezoning:

Ms. Leslie Clawson -
Ms. Linda Goodwin -
Ms. Carol Johnson -
Mr. William J.
McCown -

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

10 Recommendation from Planning Commission to Amend Zoning Ordinance - (amending Zoning Map to rezone property to T6 (Urban Core Zone)) - 665 E Pass Road - Case #2407PC111 - Ward 2.

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

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

Attachment(s):
Ordinance 3420 08202024_10 - Signed

Ordinances

11 Ordinance - adopting a temporary moratorium on Medical Cannabis Dispensaries in Ward 3, and for related purposes.

- Postponed -

Resolutions

12 Resolution - approving the Gulfport Harbor Lights Winter Festival and Annual Dates thereof, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution 08202024_12 - Signed

13 Resolution - approving Contract and agreement with Mississippi Delta Shows, LLC, for the 2024 Gulfport Harbor Lights Winter Festival, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution 08202024_13 - Signed

14 Resolution - approving Contract with Suncoast Infrastructure, Inc., in connection with the MIMA - Paving Infrastructure Project, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Passed By The Following Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Myles Sharp, R.Lee Flowers, Richard Kosloski
Abstain: Ella Holmes-Hines
Absent: Rusty Walker

Attachment(s):
Resolution 08202024_14 - Signed

15 Resolution - approving License Agreement with MDOT with respect to the use of certain real properties in Downtown Gulfport, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution 08202024_15 - Signed

16 Resolution - approving Memorandum clarifying and restating Provisions of Contract with Waste Pro, and for related purposes.

- Deleted -

17 Resolution - approving Amendment Quote from Nearmap US, Inc., related to Delegated Authentication, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

Attachment(s):
Resolution 08202024_17 - Signed

18 Resolution - approving Sales Quote from Maintainx related to Cloudbased Maintenance Tracking Software for use at the Harbor, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

Attachment(s):
Resolution 08202024_18 - Signed

19 Resolution - approving form Vendor Booth Application and Agreement, in connection with the 2024 Gulfport Harbor Lights Winter Festival, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

Attachment(s):
Resolution 08202024_19 - Signed

20 Resolution - approving Amendment to City's Lease/Purchase of certain and various pieces of computer equipment from Cisco Systems Capital Corporation, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

Attachment(s):
Resolution 08202024_20 - Signed

21 Resolution - approving Sixth Amendment to License Agreement between Utility Service Communications Co., Inc (Licensor) and AT&T/New Cingular Wireless (Licensee) allowing for removal and replacement of certain and various pieces of equipment on Gulfport's water tank located at 200 East Beach Boulevard, Gulfport, Mississippi, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

Attachment(s):
Resolution 08202024_21 - Signed

21 – A Resolution - approving Supplemental Rider to the Standard Commercial Security Agreement with All Safe Technologies, LLC, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

Attachment(s):
Resolution 08202024_ 21-A - Signed

22 Resolution - approving Final Acceptance Certificate in connection with the City's Lease/Purchase of certain and various pieces of computer equipment from Cisco Systems Capital Corporation, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution 08202024_22 - Signed

23 Resolution - authorizing submission of an application to the Mississippi Development Authority seeking funding pursuant to the Mississippi Gulf Coast Restoration Fund Grant Program authorized under Miss. Code Ann. § 57-119-1, *et seq.,* to support projects within the jurisdiction of the City of Gulfport, Mississippi, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution 08202024_23 - Signed

24 Resolution - authorizing the City of Gulfport to accept the Mississippi Office of Highway Safety (MOHS) FY 2025 Police Traffic Services Grant, Grant Number PT-2025-PT-21-41, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution 08202024_24 - Signed

25 Resolution - authorizing an expenditure for Notices to Residents regarding applicable Representation associated with prior adopted changes in Ward lines, and for related purposes.

- Deleted -

26 Resolution – approving the sale of firearm to Deputy Commander Aaron Fore upon retirement from the City of Gulfport and setting the amount to be paid for said firearm pursuant to Miss. Code Ann. § 45-9-131, and for related purposes.

Motion to Approve, Moved By Kenneth Casey, **Seconded by** R.Lee Flowers

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

Attachment(s):
Resolution 08202024_26 - Signed

27 Resolution – approving the sale of firearm to Lieutenant Carl Gangemi upon retirement from the City of Gulfport and setting the amount to be paid for said firearm pursuant to Miss. Code Ann. § 45-9-131, and for related purposes.

Motion to Approve, Moved By Kenneth Casey, **Seconded by** R.Lee Flowers

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

Attachment(s):
Resolution 08202024_27 - Signed

28 Resolution – approving the sale of firearm to Sergeant Torrey Johnson upon retirement from the City of Gulfport and setting the amount to be paid for said firearm pursuant to Miss. Code Ann. § 45-9-131, and for related purposes.

Motion to Approve, Moved By Kenneth Casey, **Seconded by** R.Lee Flowers

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

Attachment(s):
Resolution 08202024_28 - Signed

29 Resolution – approving the sale of firearm to Officer Eric James Lightsey upon retirement from the City of Gulfport and setting the amount to be paid for said firearm pursuant to Miss. Code Ann. § 45-9-131, and for related purposes.

Motion to Approve, Moved By Kenneth Casey, **Seconded by** R.Lee Flowers

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

Attachment(s):
Resolution 08202024_29 - Signed

30 Resolution – approving the sale of firearm to Officer Matthew Dailey upon retirement from the City of Gulfport and setting the amount to be paid for said firearm pursuant to Miss. Code Ann. § 45-9-131, and for related purposes.

Motion to Approve, Moved By Kenneth Casey, **Seconded by** R.Lee Flowers

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

Attachment(s):
Resolution 08202024_30 - Signed

31 Resolution - authorizing an expenditure (in the form of an in-kind donation) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the American Heart Association's 2024 Gulf Coast Heart Walk, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

Attachment(s):
Resolution 08202024_31 - Signed

32 Resolution - authorizing an expenditure to Gulf Coast Community Foundation's Mississippi Gulf Coast Senior Prom Fund, to provide financial assistance for the 16th Annual Mississippi Gulf Coast Senior Prom, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

Attachment(s):
Resolution 08202024_32 - Signed

33 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the 2024 Soria City Community Day of Unity, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

Attachment(s):
Resolution 08202024_33 - Signed

34 Resolution - approving the temporary closure of municipal right of way for the American Heart Association's 2024 Gulf Coast Heart Walk, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

Attachment(s):
Resolution 08202024_34 - Signed

35 Resolution - approving the temporary closure of municipal right of way for Mississippi Heroes 2nd Annual Beer & Bacon 5K Scavenger Hunt, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

Attachment(s):
Resolution 08202024_35 - Signed

36 Resolution - approving the temporary closure of municipal right of way for the 2024 Soria City Community Day of Unity, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

Attachment(s):
Resolution 08202024_36 - Signed

37 Resolution - finding that CDBG and HOME Entitlement funding for the periods 2018-2024 should be reallocated, with Ward 3 receiving approximately one-half thereof, and for related purposes.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Richard Kosloski

Vote: Motion Failed By The Following Roll Call Vote
Aye: Ella Holmes-Hines
Nay: Kenneth Casey, Ron Roland, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Rusty Walker

38 Resolution - finding that CDBG and HOME Entitlement funding for the periods 2018-2024 should be reallocated, with Ward 3 receiving approximately one-half thereof and that said funding should be directed to certain identified projects, and for related purposes.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Myles Sharp

Vote: Motion Failed By The Following Roll Call Vote
Aye: Ella Holmes-Hines
Nay: Kenneth Casey, Ron Roland, Myles Sharp, R.Lee Flowers, Richard Kosloski
Absent: Rusty Walker

38 – A Resolution - accepting the support of the Harrison County Board of Supervisors with respect to certain road/right of way improvements in the City of Gulfport, Mississippi, to obtain approval of said support by the Board, and for related purposes.

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

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

Attachment(s):
Resolution 08202024_38-A - Signed

38 – B Resolution - acknowledging the service of Gary Fredericks on the Board of Trustees for Memorial Hospital at Gulfport

This item was taken up first, out of order, without objection.

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

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

Attachment(s):
Resolution 08202024_38-B - Signed

The Vice President called a Recess at 2:12 P.M.; Resumed at 2:20 P.M. at Item 5.

38 – C Resolution - urging review of the Five-Year Consolidated Plan for Housing and Community Development for the 2022-2026 period to determine if any amendments are necessary, and for related purposes.

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

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

Motion to Table, Moved By Ella Holmes-Hines, **Seconded by** R.Lee Flowers

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

38 – D Resolution - approving Statement of Work/Addendum 1 to Professional Services Contract with CivicPlus, LLC, and for related purposes.

This item was added after the Public Agenda.

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

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

Attachment(s):
Resolution 08202024_38-D - Signed

Budget Amendments / Docket of Claims

39 Budget Amendment #110 - transferring funds within the Fire Department from the Personnel Services line item to the Supplies line item. *(no publication needed)*

Motion to Approve Budget Amendment #110, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

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

Attachment(s):
Budget Amendment 2024-110
Budget Amendment Request - GFD - 08202024

40 Budget Amendment #111 - transferring funds from Water Operations to Sewer Operations for repairs at the West Side Lift Station. (no publication needed)

Motion to Approve Budget Amendment #111, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

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

Attachment(s):
Budget Amendment 2024-111
Budget Amendment FY 24 - Fund internal transfer for west side lift station repairs - 8-8-24

41 Budget Amendment #112 - appropriating funds for FY 2025 Police Traffic Services Grant. *(no publication needed)*

Motion to Approve Budget Amendment #112, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

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

Attachment(s):
Budget Amendment 2024-112
Budget Amendment Memo - appropriating fund for FY 2025 Police Traffic Servies Grant

42 Budget Amendment #113 - increasing line item 213 Photo & Fingerprint from PropertyRoom.com. *(no publication needed)*

Motion to Approve Budget Amendment #113, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

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

Attachment(s):
Budget Amendment 2024-113
Budget Amendment Memo - PropertyRoom.com increasing 213 - Photo & Fingerprint

43 Budget Amendment #114 - appropriating funds for the 2024 Soria City Community Day of Unity. *(no publication needed)*

Motion to Approve Budget Amendment #114, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

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

Attachment(s):
Budget Amendment 2024-114
Budget Amendment Memo - 2024 Soria City Community Day of Unity

44 Docket of Claims - to be approved through August 21, 2024.

Motion to Approve Docket of Claims, in the amount of $2,939,643.53, Moved By Kenneth Casey, **Seconded by** Ron Roland

Vote: Motion Passed By The Following Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Myles Sharp, R.Lee Flowers, Richard Kosloski
Nay: Ella Holmes-Hines
Absent: Rusty Walker

Attachment(s):
Resolution 08202024_44 - Signed

Routine Agenda

Motion to Approve Routine Agenda, as amended, Moved By R.Lee Flowers, **Seconded by** Ella Holmes-Hines

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

45 Acknowledgment - of previously approved and subsequently executed Agreements, Contracts, and/or Documents - to be made a part of the minutes.

Attachment(s):
Addendum No. 8 Neel-Schaffer, Inc. - BUILD Interconnecting Gulfport Grant Roadway Project 07162024_7 - Executed
Contract Modification No. 2 PM and Engineering Services - Hurricane Zeta Recovery - Covington Civil and Environmental, LLC 07162024_8 - Executed

46 Conveyance Deed - regarding transfer of ownership of space in Evergreen Cemetery.

Attachment(s):
Conveyance Deed - Evergreen Cemetery - Mike Lefeve to Don Martin

47 Conveyance Deed - regarding transfer of ownership in Evergreen Gardens Cemetery.

Attachment(s):
Conveyance Deed - Evergreen Gardens Cemetery - Elizabeth Evans

48 Notice of Public Hearing - on the Proposed Budget and Proposed Tax Levies for Fiscal Year 2025 - to be made a part of the minutes.

Attachment(s):
Public Hearing Notice for Tax Levies and Budget

48 – A Legal Notice - advertisement to rebid Citywide Lift Station Improvement Projects, ratifying rejections of sealed bids received on July 11, 2024 on the same - to be made a part of the minutes.

Attachment(s):
Advertisement for Bids
City Wide Lift Station Imp. Rejection Letter
24-0715 City Wide Lift Station Imp Certified Bid Tab

49 Letter - regarding bid awarded by Purchasing to Allan J Harris Company for a Hidrostal Pump for A & P Lift Station - Public Works - to be made a part of the minutes.

Attachment(s):
Letter - Allan J Harris Company - Hydrostal Pump for A & P Lift Station - Public Works

50 Letter - regarding bid awarded by Purchasing to Associated Food Equipment and Supplies for Sportsplex Concession Equipment - Leisure Services - to be made a part of the minutes.

Attachment(s):
Letter - Associated Food Equipment & Supplies - Sportsplex Concession Equipment

51 Letter - regarding bid awarded by Purchasing to Central Pipe Supply, Inc. for Air Release Valves - Public Works - to be made a part of the minutes.

Attachment(s):
Letter - Central Pipe Supply Inc. - Air Release Valves - West Side and Big Tandy Lift Stations - Public Works

52 Letter - regarding bid awarded by Purchasing to Crawford for Traffic Signal Cables - Public Works - to be made a part of the minutes.

Attachment(s):
Letter - Crawford - Traffic Signal Cables - Public Works

53 Letter - regarding bid awarded by Purchasing to Gulf Coast Golf Carts for 2024 Evolution D5 Maverick - Harbor Lights - to be made a part of the minutes.

Attachment(s):
Letter - Gulf Coast Golf Cart - Golf Cart - Harbor Lights

54 Letter - regarding bid awarded by Purchasing to Rexel USA, Inc. for RGB Tree Wiring Infrastructure - Harbor Lights - to be made a part of the minutes.

Attachment(s):
Letter - Rexel USA Inc. - RGB Tree Wiring Infrastructure - Harbor Lights

Public Agenda

The Vice President called for comments during the Public Agenda/

The following Citizen(s) addressed the Council:

- Andre & Julia Faucha
- Kealvin Barnett
- Jo Tappan
- Sandra Wyche – 3525 Nunnally

This Concluded the Public Agenda.

Council Comments

Memorial Adjournment

- **Mrs. Consuella Ann Ferrill Holmes**
- **Mr. Garland Ramal Daniels**
- **Mr. George Thomas Bordeaux**
- **Mr. Joe Bailey Glass Jr.**
- **Mr. Lennell Ball**
- **Mr. Stephen "Steve" Jacobs, Jr.**

Executive Session

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn in memory of Mrs. Conzuella Ann Ferrill-Holmes, Mr. Garland Ramal Daniels, Mr. Joe Bailey Glass Jr., Mr. Lennell Ball, Mr. Stephen "Steve" Jacobs Jr., and Mr. George Thomas Bordeaux, until September 3, 2024, at 1:30 P.M. for a Regular Meeting, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

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

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 3rd day of September, 2024, 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 of Gulfport Police Department Code Enforcement Division, that the parcels of land described below are in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community; and

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

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

Parcel 1: 0811E-03-068.000. W 95 Ft Of Lots 23 & 24 Blk 146 Original Gulfport. 1620 32nd Ave. Remove/Haul Off Trash & Debris. Luu Sophia Nhung

Parcel 2: 0811E-02-012.000. Lots 23 & 24 Blk. 139 Original Gulfport. 1722 30th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Robinson Maria Eleanor Ramos

Parcel 3: 0711H-05-036.000. Lot 1 Blk 11 Southmoor Heights & Vacated R/W On E Side Running N & S From 19th St To 18th St In Sw1/4 Sec 5-8-11. 3900 18th St. Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Cameron Lisa D & John J

Parcel 4: 0711I-01-046.000. Lot 4 Blk 5 Hungerford Add. 1311 36th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Joffrion Robert Shane & Emily Grace

Parcel 5: 1010P-03-038.000. 59.6 Ac (C) Com At Inter Of E Line Of Sec 32 & S Mar Of Railroad Swly Along Railroad 1465 Ft To Pob At Nw Cor Of Venetian Gardens Subd Swly Along Railroad 1894.5 Ft S 250.6 Ft N 73 Dgs E 200.4 Ft To E Line Of Country Club Estates Subd S Along Subd 1378.8 Ft To N Mar Of Hwy 90 Nely Along Hwy 948.2 Ft To Sw Cor Of Magnolia Manor Subd N Along Subd 777.6 Ft Nely Along Subd 733.9 Ft To W Line Of Venetian Gardens Subd N Along Subd 943.3 Ft To Pob Also That Part Lying S Of Hwy 90 To Gulf Of Mexico Part Of W1/2 Of Se1/4 & E1/2 Of Sw1/4 Of Sec 32-7-10. 2000 Beach Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Arbor Sites LLC

Parcel 6: 1010N-04-007.002. Lot 3 Blk 6 Cowan Road Homes Subd Sec 31-7-10. 494 Northeast Ave. Remove/Haul Off Trash & Debris. Pileski Benjamin Francis

Parcel 7: 0910I-02-010.000. Beg At Inter Of E Mar Of Loposser Ave & S Mar Of Pass Rd Nely Along Pass Rd 223.8 Ft S 191.8 Ft S 72 Dg W 223.9 Ft To Loposser Ave Nly Along Rd 192.3 Ft To Pob Part Of E1/2 Of Ne1/4 Of Sec 36-7-11. 603 East Pass Rd. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo. Gimenez Ruben

Parcel 8: 1010I-01-078.000. 79.2 Ac(C) Com At Inter Of E Line Of Sec 32 & N Mar Of Railroad Swly Along Railroad 1392.5 Ft To Pob N 623.8 Ft S 85 Dg W 253.4 Ft N 725.9 Ft To S Line Of Broadwater Place Subdivision Swly Along Subdivision 899 Ft N 26 Dg W 98.5 Ft S 85 Dg W Along S Line Of Greenview Subdivision 678.9 Ft S 71 Dg W Along Subdivision 474.2 Ft S 41 Dg W Along 4 Subdivision 74.2 Ft S 41 Dg W Along Subdivision 250.8 Ft S 54 Dg W 306 Ft S 838.6 Ft E 848.5 Ft S 226.5 Ft To Railroad Nely Along Railroad 1967.8 Ft To Pob Part Of W1/2 Of Ne1/4; Se1/4 Of Nw1/4; Ne1/4 Of Sw1/4 & Nw1/4 Of Se1/4 Of Sec 32-7-10. No Access. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Arbor Sites LLC

Parcel 9: 0810P-03-011.000. Lots 20-28 Inc Blk 4 Alvahdale Add. 1225 Pass Rd. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Clutter And Debris. JYD Gulfport LLC

Parcel 10: 0911C-01-090.001. S 80 Ft Of Lots 6 & 7 Blk 15 Hewes Add Sec 2-8-11. 1402 Hewes Ave. Remove/Haul Off Trash & Debris. Brown Jacqueline B

Parcel 11: 0911C-01-089.002. S 1/2 Of Lot 8 Blk 15 Hewes Add Sub Of Sec 2-8-11. 24th St. Remove/Haul Off Trash & Debris. Thompkins Willie Ruth -Estate-

Parcel 12: 0811B-04-070.000. Pippin, Helen C. -Life Est- N 10 Ftof Lot 17 & S 15 Ft Lot 21 & Also Lots 18 To 20 Inc Blk 33 Arlington Heights Add. 2322 18th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Costa Properties LLC

Parcel 13: 0910B-01-009.000. Lot 13 Blk B Stewart Estate Part #2. 1611 Cahill Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Currie John D -EST-

Parcel 14: 0910C-02-039.000. CAUSE 97-02321 Lot 12 Blk 56 Resurvey Of Gulfport Bayou View Subd Blk 56. 211 47th St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Clutter And Debris. Bolin Jesse E

Parcel 15: 0907N-01-001.051. Lot 176 Turtle Creek Subd Sec 35-6-11. 13051 Turtle Creek Pkwy. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Smith Donald C Sr & Tara A Steward

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.

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

YEAS: **NAYS:** **ABSENT:**

WHEREUPON the President declared the motion carried and the Resolution adopted, this the ____ day of ____, 2024.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

Clerk of Council **President**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the ____ day of ____, 2024.

APPROVED:

_____

Mayor

MEMORANDUM – CITY OF GULFPORT

Date: **AUGUST 20, 2024**

To: **Mayor Billy Hewes**
City Council Members

From: **Police Department**
Code Enforcement Division

Subject: **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**

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 3RD Day Of September, 2024, To The City Council:**

WARD 1

Parcel 1: 0811E-03-068.000. W 95 Ft Of Lots 23 & 24 Blk 146 Original Gulfport. 1620 32nd Ave. Remove/Haul Off Trash & Debris. Luu Sophia Nhung

Parcel 2: 0811E-02-012.000. Lots 23 & 24 Blk. 139 Original Gulfport. 1722 30th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Robinson Maria Eleanor Ramos

Parcel 3: 0711H-05-036.000. Lot 1 Blk 11 Southmoor Heights & Vacated R/W On E Side Running N & S From 19th St To 18th St In Sw1/4 Sec 5-8-11. 3900 18th St. Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Cameron Lisa D & John J

Parcel 4: 0711I-01-046.000. Lot 4 Blk 5 Hungerford Add. 1311 36th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Joffrion Robert Shane & Emily Grace

WARD 2

Parcel 5: 1010P-03-038.000. 59.6 Ac (C) Com At Inter Of E Line Of Sec 32 & S Mar Of Railroad Swly Along Railroad 1465 Ft To Pob At Nw Cor Of Venetian Gardens Subd Swly Along Railroad 1894.5 Ft S 250.6 Ft N 73 Dgs E 200.4 Ft To E Line Of Country Club Estates Subd S Along Subd 1378.8 Ft To N Mar Of Hwy 90 Nely Along Hwy 948.2 Ft To Sw Cor Of Magnolia Manor Subd N Along Subd 777.6 Ft

Nely Along Subd 733.9 Ft To W Line Of Venetian Gardens Subd N Along Subd 943.3 Ft To Pob Also That Part Lying S Of Hwy 90 To Gulf Of Mexico Part Of W1/2 Of Se1/4 & E1/2 Of Sw1/4 Of Sec 32-7-10. 2000 Beach Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Arbor Sites LLC

Parcel 6: 1010N-04-007.002. Lot 3 Blk 6 Cowan Road Homes Subd Sec 31-7-10. 494 Northeast Ave. Remove/Haul Off Trash & Debris. Pileski Benjamin Francis

Parcel 7: 0910I-02-010.000. Beg At Inter Of E Mar Of Loposser Ave & S Mar Of Pass Rd Nely Along Pass Rd 223.8 Ft S 191.8 Ft S 72 Dg W 223.9 Ft To Loposser Ave Nly Along Rd 192.3 Ft To Pob Part Of E1/2 Of Ne1/4 Of Sec 36-7-11. 603 East Pass Rd. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo. Gimenez Ruben

Parcel 8: 1010I-01-078.000. 79.2 Ac(C) Com At Inter Of E Line Of Sec 32 & N Mar Of Railroad Swly Along Railroad 1392.5 Ft To Pob N 623.8 Ft S 85 Dg W 253.4 Ft N 725.9 Ft To S Line Of Broadwater Place Subdivision Swly Along Subdivision 899 Ft N 26 Dg W 98.5 Ft S 85 Dg W Along S Line Of Greenview Subdivision 678.9 Ft S 71 Dg W Along Subdivision 474.2 Ft S 41 Dg W Along 4 Subdivision 74.2 Ft S 41 Dg W Along Subdivision 250.8 Ft S 54 Dg W 306 Ft S 838.6 Ft E 848.5 Ft S 226.5 Ft To Railroad Nely Along Railroad 1967.8 Ft To Pob Part Of W1/2 Of Ne1/4; Se1/4 Of Nw1/4; Ne1/4 Of Sw1/4 & Nw1/4 Of Se1/4 Of Sec 32-7-10. No Access. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Arbor Sites LLC

WARD 3

Parcel 9: 0810P-03-011.000. Lots 20-28 Inc Blk 4 Alvahdale Add. 1225 Pass Rd. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Clutter And Debris. JYD Gulfport LLC

Parcel 10: 0911C-01-090.001. S 80 Ft Of Lots 6 & 7 Blk 15 Hewes Add Sec 2-8-11. 1402 Hewes Ave. Remove/Haul Off Trash & Debris. Brown Jacqueline B

Parcel 11: 0911C-01-089.002. S 1/2 Of Lot 8 Blk 15 Hewes Add Sub Of Sec 2-8-11. 24th St. Remove/Haul Off Trash & Debris. Thompkins Willie Ruth -Estate-

Parcel 12: 0811B-04-070.000. Pippin, Helen C. -Life Est- N 10 Ftof Lot 17 & S 15 Ft Lot 21 & Also Lots 18 To 20 Inc Blk 33 Arlington Heights Add. 2322 18th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Costa Properties LLC

WARD 4

Parcel 13: 0910B-01-009.000. Lot 13 Blk B Stewart Estate Part #2. 1611 Cahill Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag. Currie John D -EST-

Parcel 14: 0910C-02-039.000. CAUSE 97-02321 Lot 12 Blk 56 Resurvey Of Gulfport Bayou View Subd Blk 56. 211 47th St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Clutter And Debris. Bolin Jesse E

WARD 5

Parcel 15: 0907N-01-001.051. Lot 176 Turtle Creek Subd Sec 35-6-11. 13051 Turtle Creek Pkwy. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Smith Donald C Sr & Tara A Steward

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 7, 2024

LUU SOPHIA NHUNG
1620 32ND AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811E-03-068.000
1620 32ND AVE

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:
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

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NOTICE OF HEARING

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Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 14688

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 7, 2024

LUU SOPHIA NHUNG
2445 GLEN FOX CT
SAN JOSE, CA 95148

Reference: Tax Parcel Number: 0811E-03-068.000
1620 32ND AVE

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Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 14688

Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 7, 2024

LUU SOPHIA NHUNG
2445 GLEN FOX CT
SAN JOSE, CA 95148

Reference: Tax Parcel Number: 0811E-03-068.000
1620 32ND AVE

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Respectfully yours,

Tyler Wales
Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Nelson
Council Member: KENNETH CASEY SR

Case Number: 18681

WASTE PRO
Aug 7, 2024 at 2:15 PM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 12, 2024

ROBINSON MARIA ELEANOR RAMOS
8085 W 95TH WAY
WESTMINSTER, CO 80021

Reference: Tax Parcel Number: 0811E-02-012.000
1722 30TH AVE

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&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS

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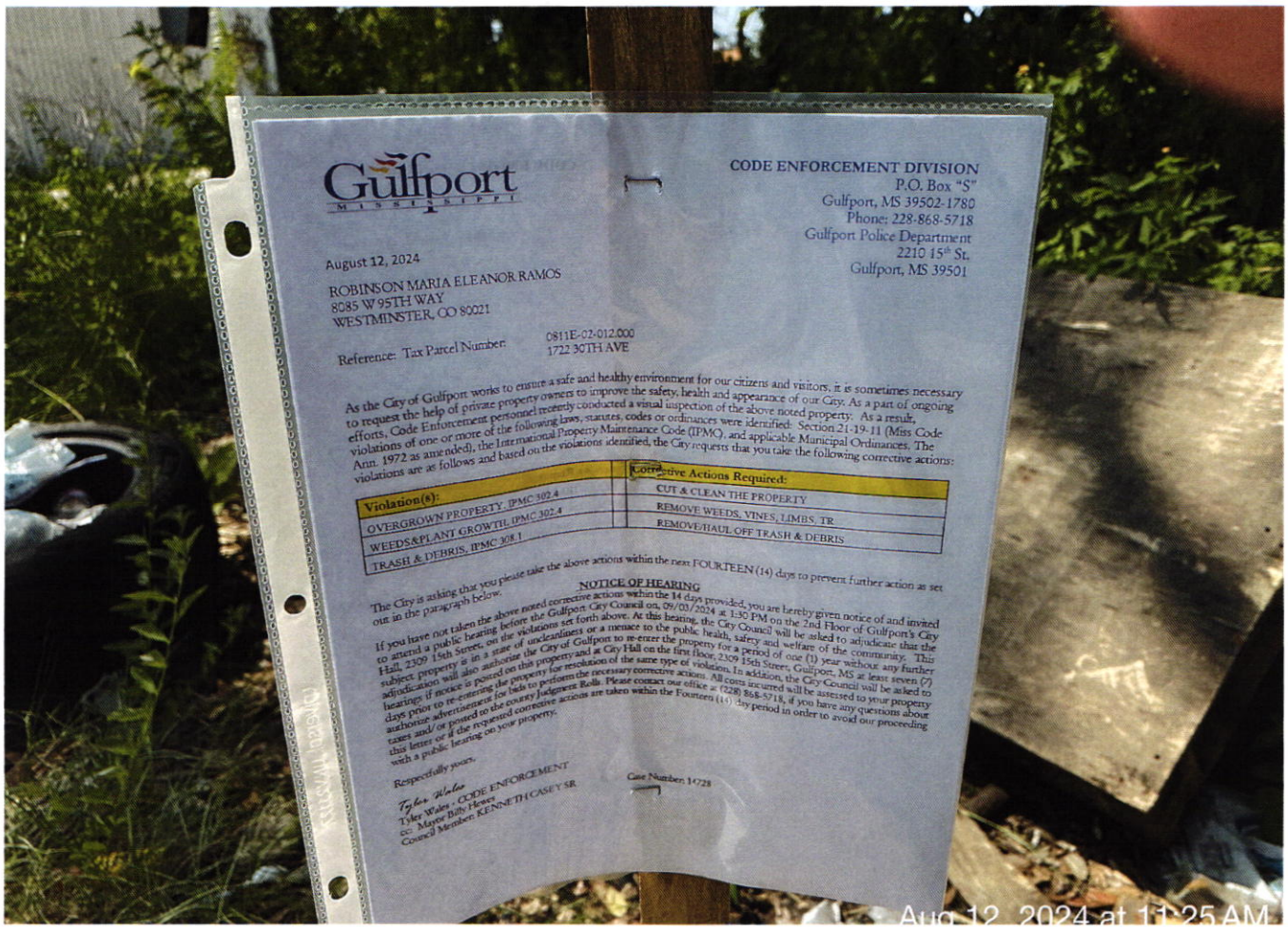
Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 14728



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 12, 2024

ROBINSON MARIA ELEANOR RAMOS
8085 W 95TH WAY
WESTMINSTER, CO 80021

Reference: Tax Parcel Number: 0811E-02-012.000
1722 30TH AVE

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Respectfully yours,

Tyler Wales

Tyler Wales, CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member KENNETH CASEY SR

Case Number: 1728

Aug 12, 2024 at 11:25 AM

Aug 12, 2024 at 11:25 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 12, 2024

CAMERON LISA D & JOHN J
3900 18TH STE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711H-05-036.000
3900 18TH 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:

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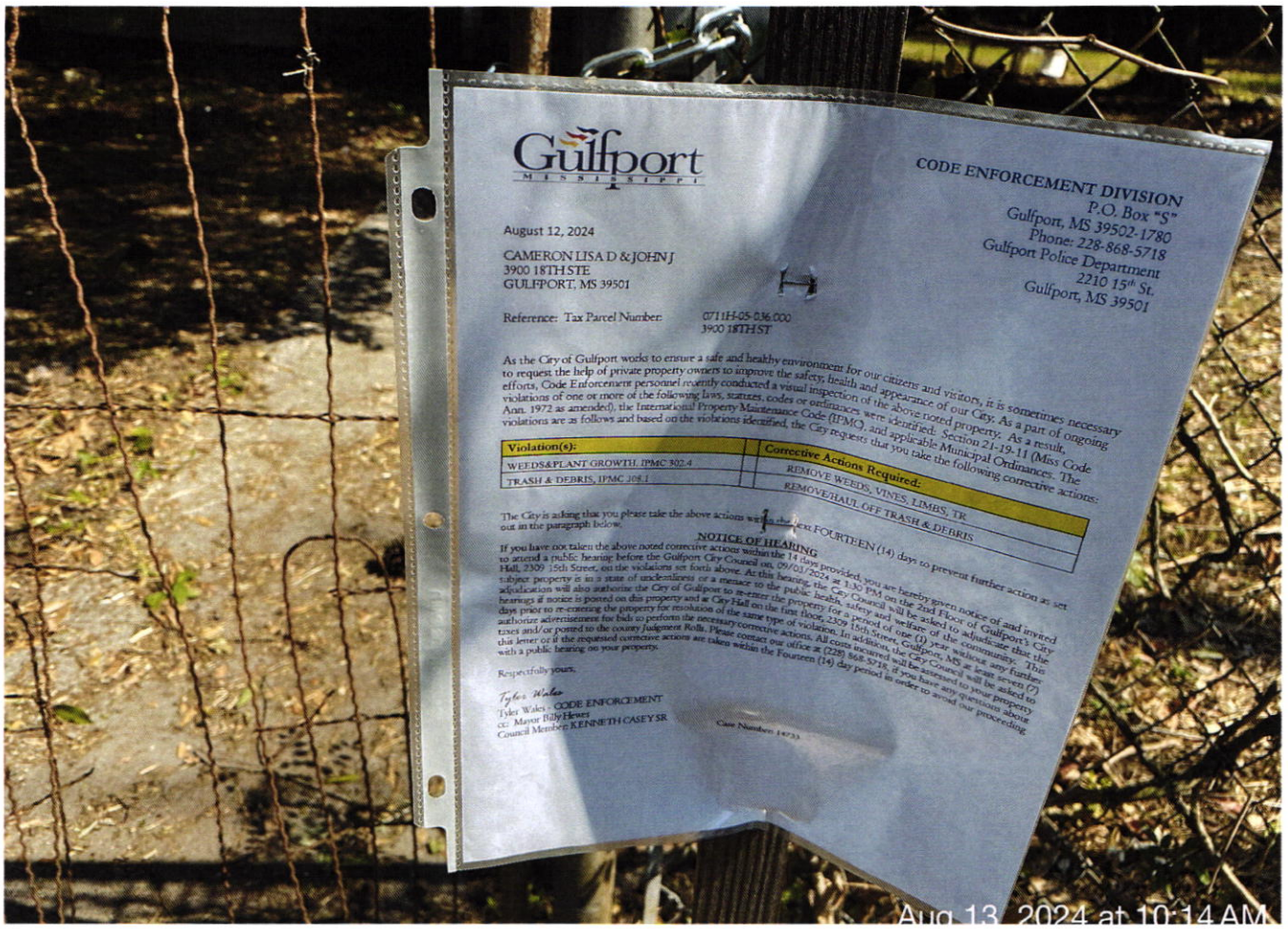
Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 14733



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 12, 2024

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3900 18TH STE
GULFPORT, MS 39501

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3900 18TH ST

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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, 09/01/2024 at 3:30 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 by the City Council will be assessed to your property taxes and/or posted to the county Judgement 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,

Tyler Wales
Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member KENNETH CASEY SR

Case Number: 14733

Aug 13, 2024 at 10:14 AM

Aug 13, 2024 at 10:15 AM

Aug 13, 2024 at 10:15 AM

Aug 13, 2024 at 10:15 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 12, 2024

JOFFRION ROBERT SHANE & EMILY GRACE
1311 36TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711I-01-046.000
1311 36TH AVE

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:

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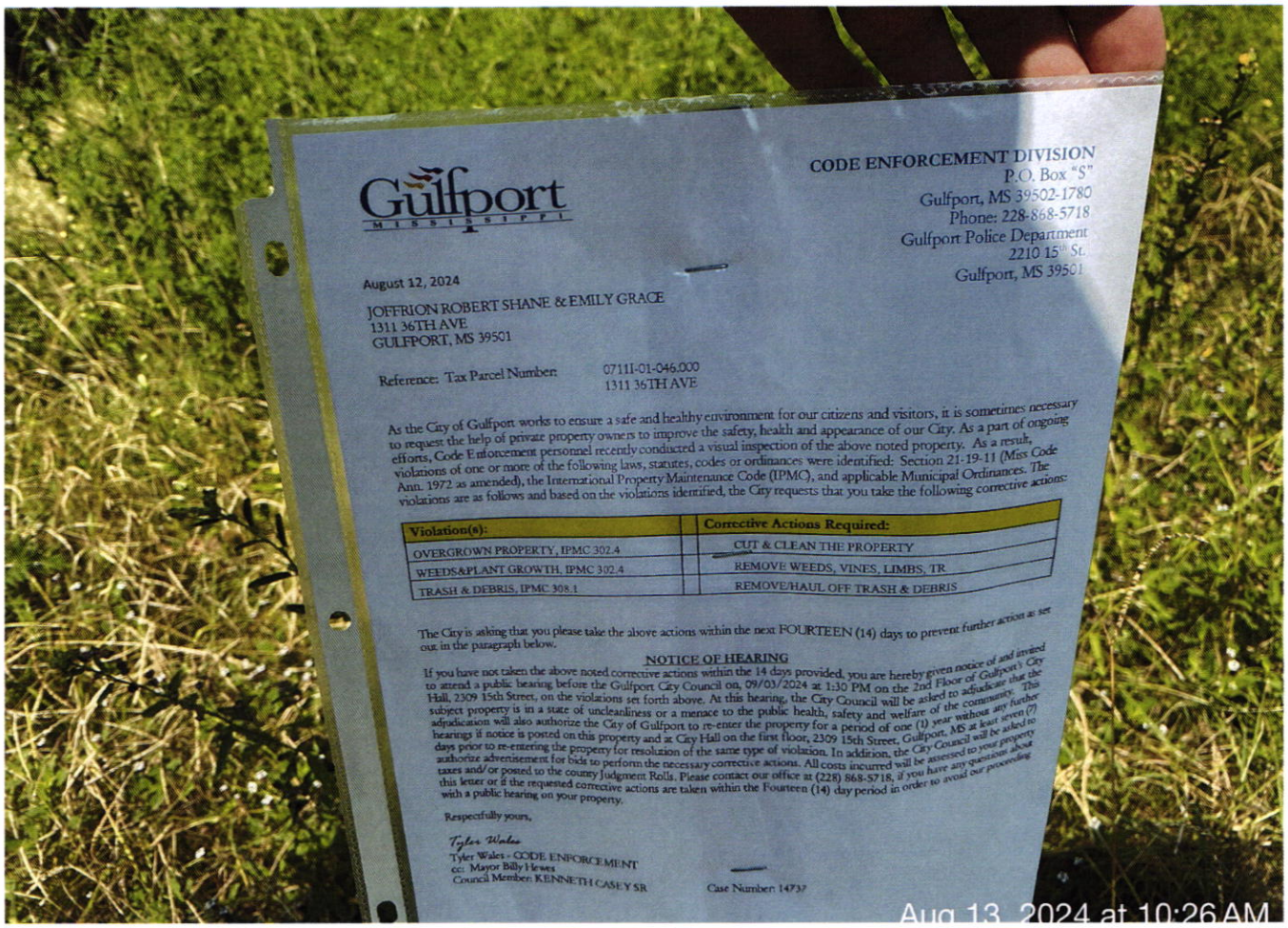
Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 14737



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 12, 2024

JOFFRION ROBERT SHANE & EMILY GRACE
1311 36TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711I-01-046.000
1311 36TH AVE

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Respectfully yours,

Tyler Wales
Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 14737

Aug 13, 2024 at 10:26 AM

Aug 13, 2024 at 10:26 AM

Aug 13, 2024 at 10:26 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 19, 2024

ARBOR SITES LLC
4910 NORTH MONROE ST
TALLAHASSEE, FL 32303

Reference: Tax Parcel Number: 1010P-03-038.000
2000 BEACH DR

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OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		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, 09/03/2024 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,

Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 14117

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 19, 2024

ARBOR SITES LLC
2000 BEACH DR
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010P-03-038.000
2000 BEACH DR

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:

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Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 14117

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 19, 2024

ARBOR SITES LLC
C/O Burton CPA Firm, PA
PO Box 7605
Gulfport, MS 39506-7605

Reference: Tax Parcel Number: 1010P-03-038.000
2000 BEACH DR

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:

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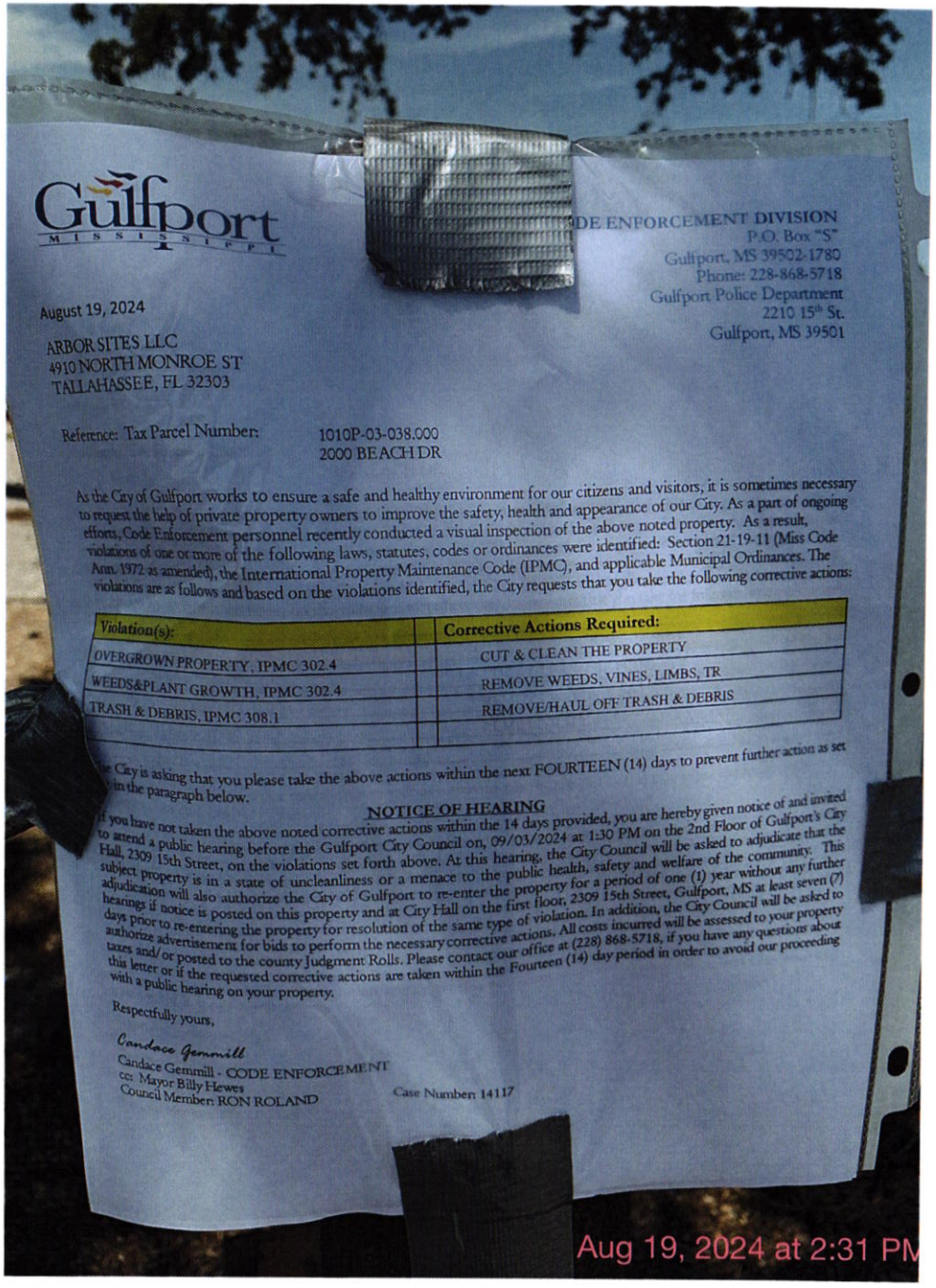
Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 14117



Gulfport
MISSISSIPPI

DE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 19, 2024

ARBOR SITES LLC
4910 NORTH MONROE ST
TALLAHASSEE, FL 32303

Reference: Tax Parcel Number: 1010P-03-038.000
2000 BEACH DR

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Respectfully yours,

Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 14117

Aug 19, 2024 at 2:31 PM

Aug 19, 2024 at 10:36 AM

Aug 19, 2024 at 10:36 AM

Aug 19, 2024 at 10:07 AM

Aug 19, 2024 at 10:34 AM

Aug 19, 2024 at 10:34 AM

Aug 19, 2024 at 10:35 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 13, 2024

PILESKI BENJAMIN FRANCIS
494 NORTHEAST AVE
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010N-04-007.002
494 NORTHEAST AVE

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:

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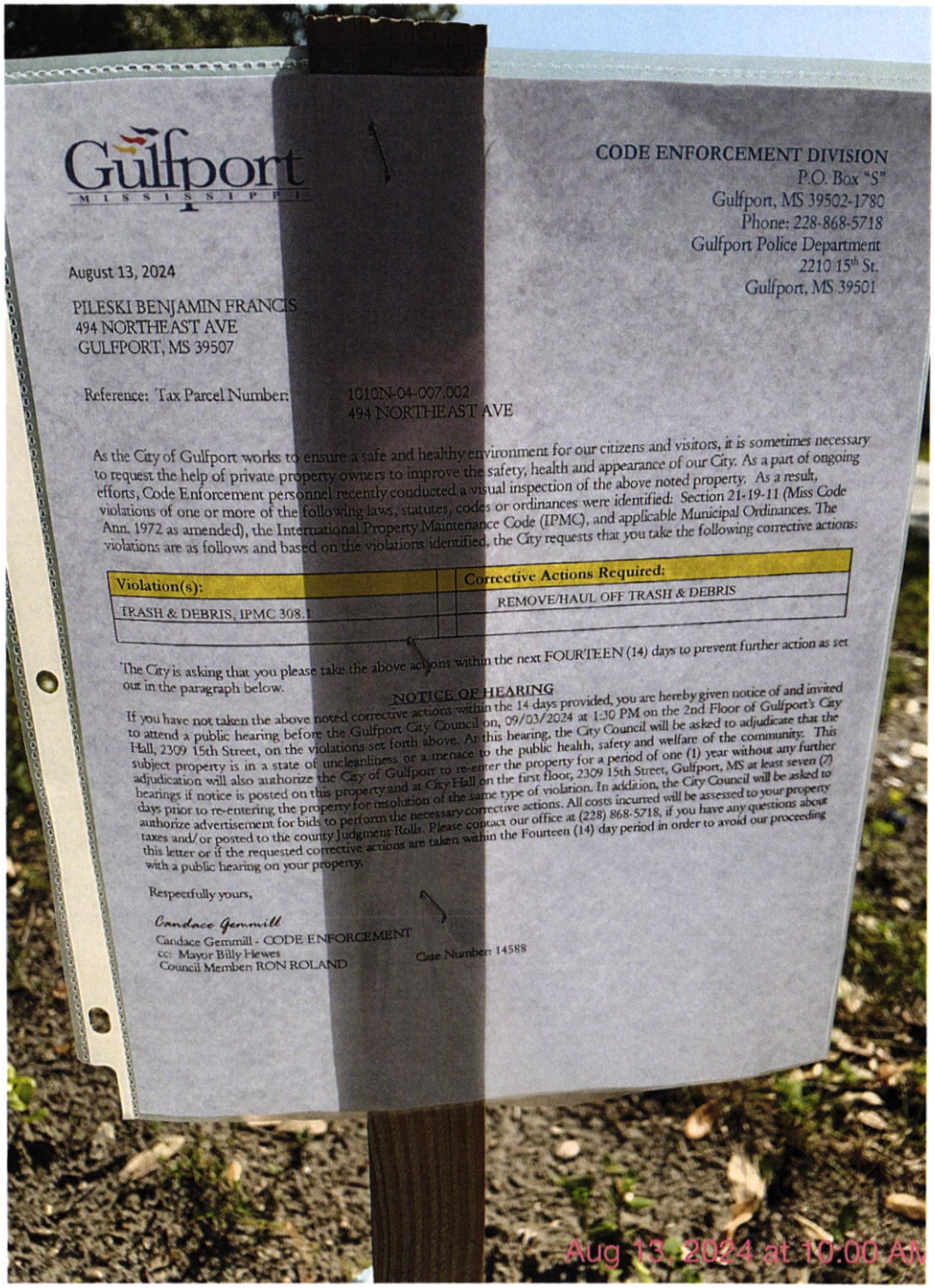
Respectfully yours,

Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 14588



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 13, 2024

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494 NORTHEAST AVE
GULFPORT, MS 39507

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Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 14588

Aug 13, 2024 at 10:00 AM

Aug 13, 2024 at 9:59 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 8, 2024

GIMENEZ RUBEN
603 EAST PASS RD
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0910I-02-010.000
603 EAST PASS RD

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

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WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO *PORCH

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Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 14706

Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 8, 2024

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GULFPORT, MS 39507

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Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 14706

Aug 8, 2024 at 10:04 AM

Aug 8, 2024 at 10:05 AM

LOS
TRES
AMIGOS
MEXICAN FOOD
Aug 8 2024 at 10:05 AM

Aug 8, 2024 at 10:01 AM

LOS
TRES
AMIGOS
Aug 8, 2024 at 10:00 AM

Aug 8, 2024 at 10:01 AM

Aug 8, 2024 at 10:01 AM

Aug 8, 2024 at 10:01 AM

LOS
TRES
AMIGOS
MEXICAN FOOD
Aug 8, 2024 at 9:58 AM

GAN FOOD
Aug 8, 2024 at 9:59 AM

NO
LOITERING
TRESPASSING
OR PARKING
AT ANY TIME
VIOLATORS WILL
BE PROSECUTED
DRUX
Aug 8, 2024 at 9:59 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 19, 2024

ARBOR SITES LLC
0 BEACH DR
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010I-01-078.000
NO ACCESS

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:

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Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 14712

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 19, 2024

ARBOR SITES LLC
4910 NORTH MONROE ST
TALLAHASSEE, FL 32302

Reference: Tax Parcel Number: 1010I-01-078.000
NO ACCESS

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:

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Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 14712

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 19, 2024

ARBOR SITES LLC
C/O Burton CPA Firm, PA
PO Box 7605
Gulfport, MS 39506-7605

Reference: Tax Parcel Number: 1010I-01-078.000
NO ACCESS

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OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS

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NOTICE OF HEARING

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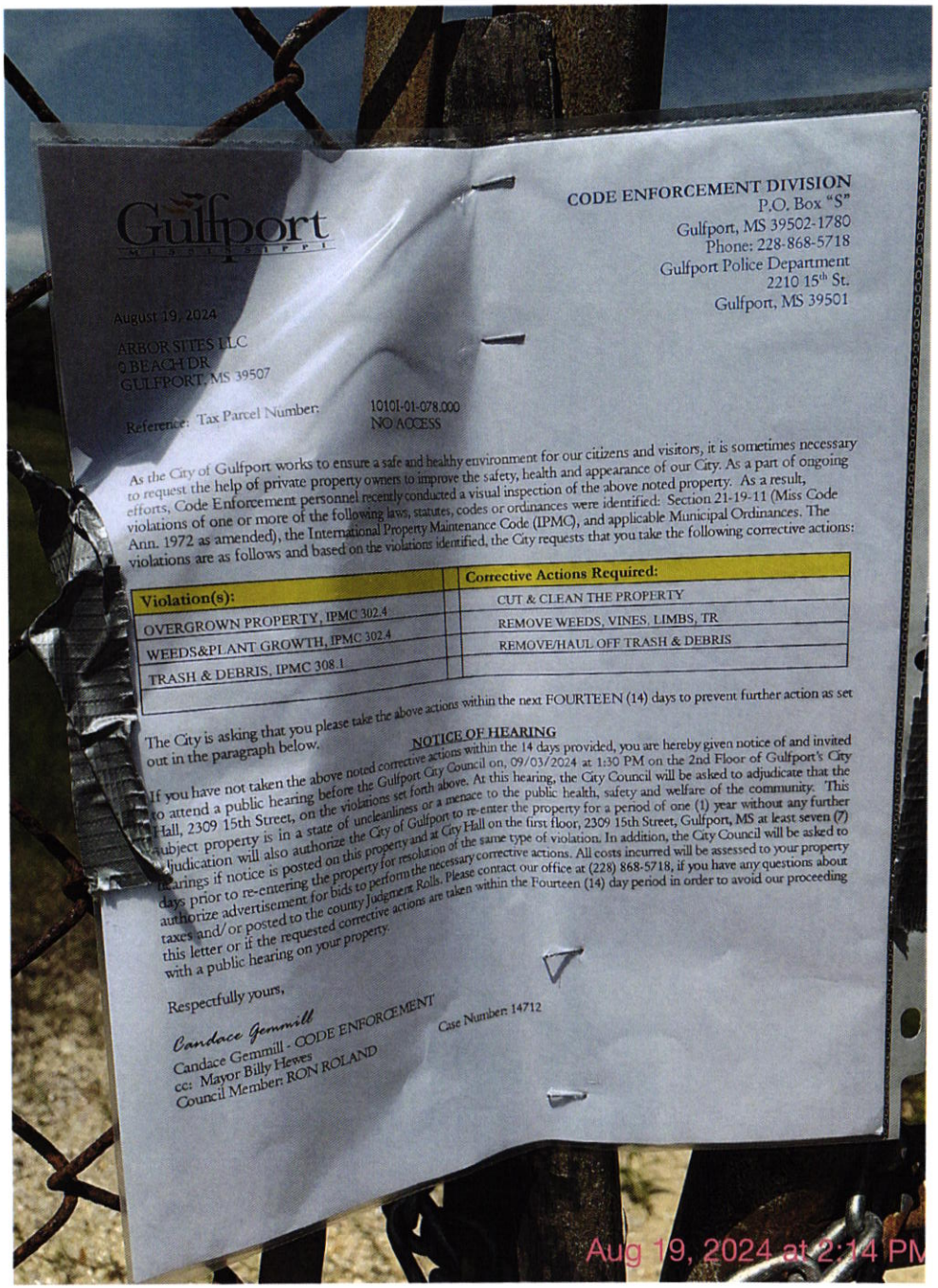
Respectfully yours,

Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 14712



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 19, 2024

ARBOR SITES LLC
0 BEACH DR
GULFPORT, MS 39507

Reference: Tax Parcel Number: 10101-01-078.000
NO ACCESS

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:

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Respectfully yours,

Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT

Case Number: 14712

cc: Mayor Billy Hewes
Council Member: RON ROLAND

Aug 19, 2024 at 2:14 PM

Aug 19 2024 at 2:14 PM

Aug 19, 2024 at 2:12 PM

Aug 19, 2024 at 10:30 AM

Aug 19, 2024 at 10:30 AM

Aug 19, 2024 at 10:28 AM

Aug 19, 2024 at 10:28 AM

Aug 19, 2024 at 2:13 PM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 8, 2024

JYD GULFPORT LLC
1225 PASS RD
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810P-03-011.000
1225 PASS RD

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

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CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 14530

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 8, 2024

JYD GULFPORT LLC
3900 ESSEX LANE STE 340
HOUSTON, TX 77027

Reference: Tax Parcel Number: 0810P-03-011.000
1225 PASS RD

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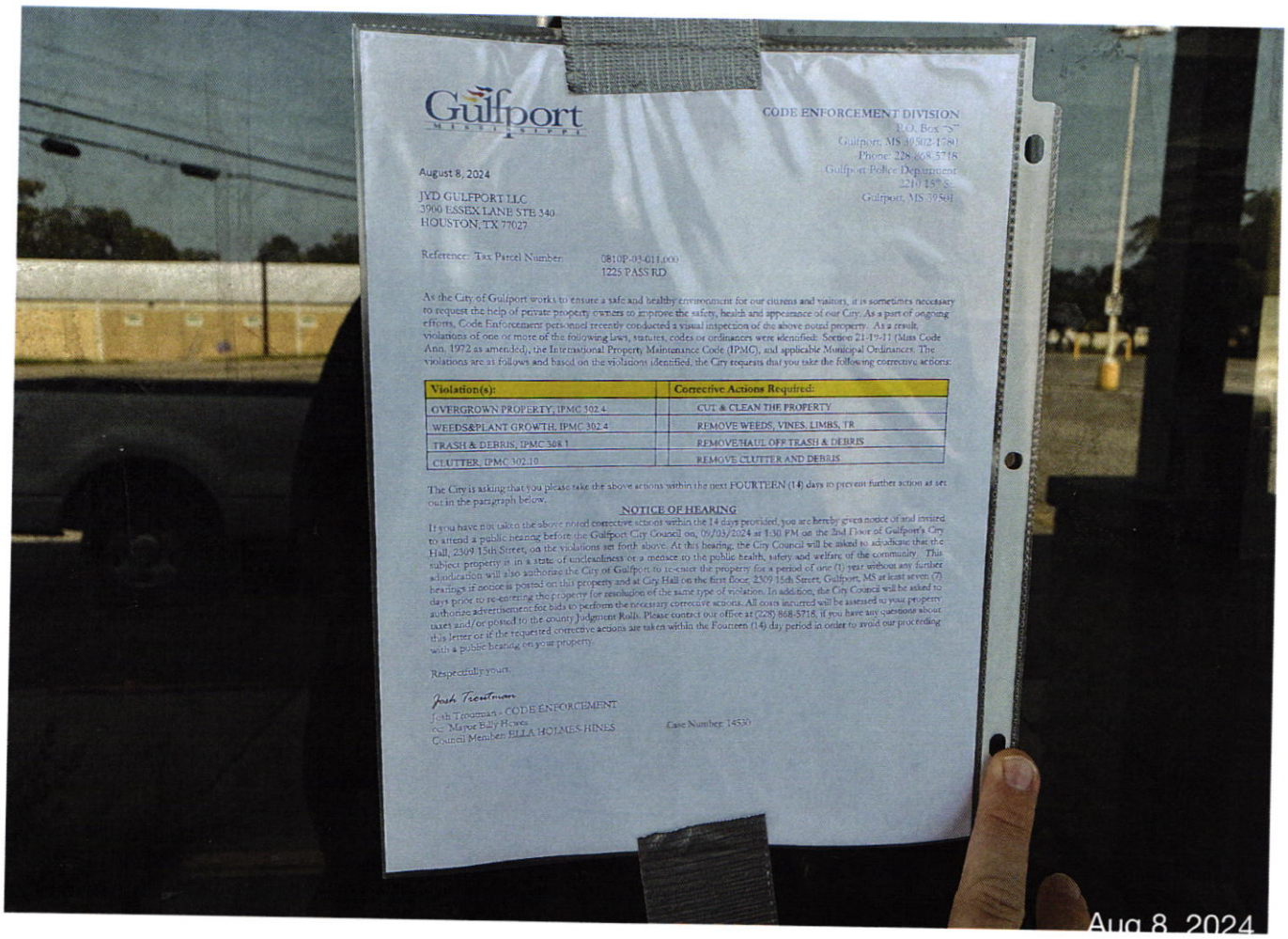
Council Member: ELLA HOLMES-HINES

Case Number: 14530



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2310 15th St.
Gulfport, MS 39501

August 8, 2024

JVD GULFPORT LLC
3900 ESSEX LANE STE 340
HOUSTON, TX 77027

Reference: Tax Parcel Number: 0810P-03-011.000
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Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES HINES

Case Number: 14530

Aug 8, 2024

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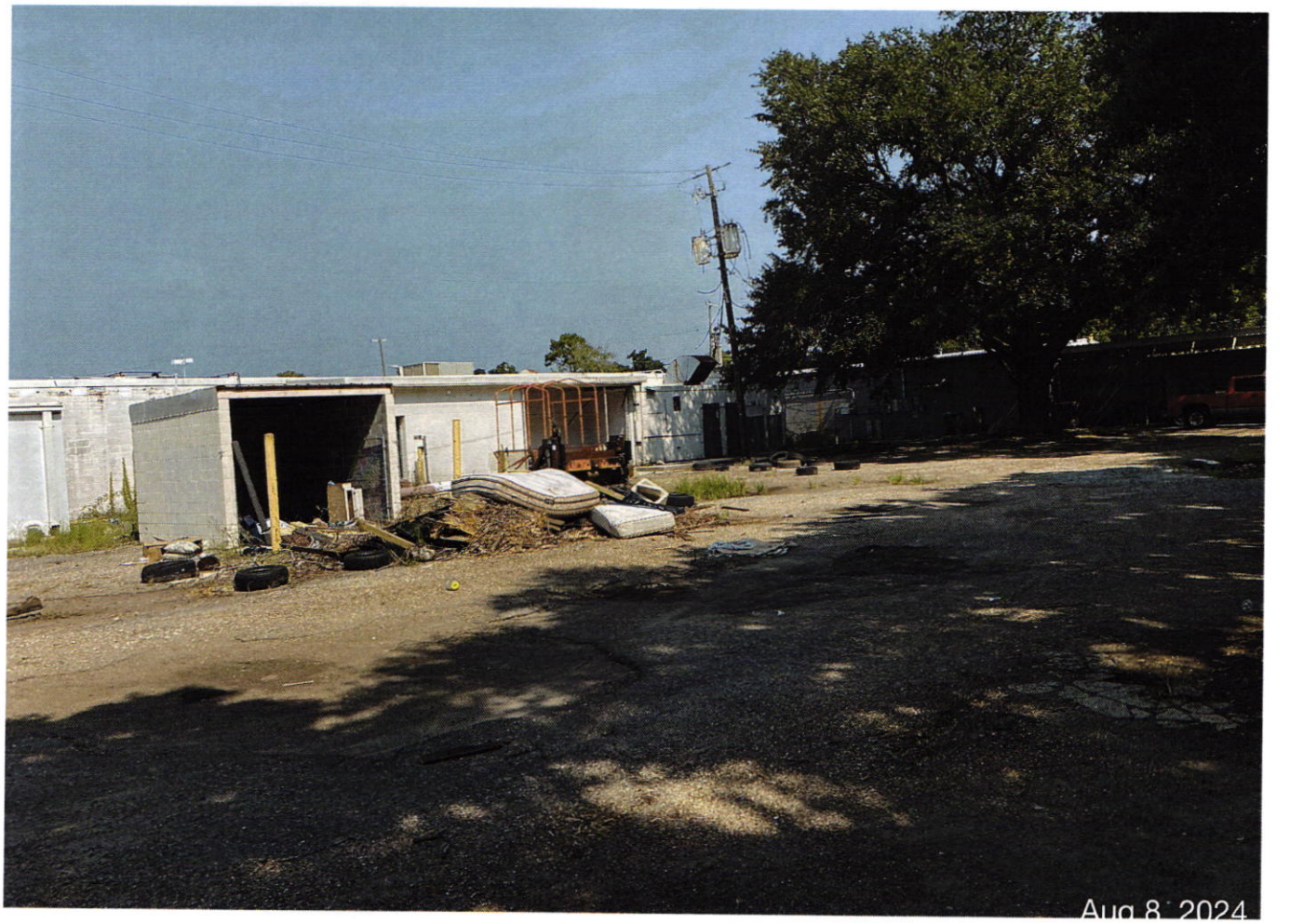
Aug 8, 2024

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CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 12, 2024

BROWN JACQUELINE B
1402 HEWES AVE
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0911C-01-090.001
1402 HEWES AVE

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:

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Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 14531

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 12, 2024

BROWN JACQUELINE B
309 GOOSE POINTE BLVD
BILOXI, MS 39531

Reference: Tax Parcel Number: 0911C-01-090.001
1402 HEWES AVE

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

Case Number: 14531

Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 12, 2024

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309 GOOSE POINTE BLVD
BILOXI, MS 39531

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Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member ELLA HOLMES-HINES

Case Number: 14531

Aug 12, 2024 at 11:07 AM

Aug 12, 2024 at 10:59 AM

Aug 12, 2024 at 11:04 AM

Aug 12, 2024 at 11:04 AM

Aug 12, 2024 at 11:04 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 12, 2024

THOMPKINS WILLIE RUTH -ESTATE-
24TH ST
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0911C-01-089.002
24TH 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:

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Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 14532

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 12, 2024

THOMPKINS WILLIE RUTH -ESTATE-
527 25TH ST
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0911C-01-089.002
24TH ST

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

Case Number: 14532

Gulfport
MISSISSIPPI

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Gulfport, MS 39501

August 12, 2024

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Reference: Tax Parcel Number: 0911C-01-089.002
24TH 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:
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, 09/03/2024 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,

Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 14532

Aug 12, 2024 at 11:10 AM

Aug 12, 2024 at 11:04 AM

Aug 12, 2024 at 11:03 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 15, 2024

COSTA PROPERTIES LLC
23522 ASHLEIGH DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0811B-04-070.000
2322 18TH AVE

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&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS

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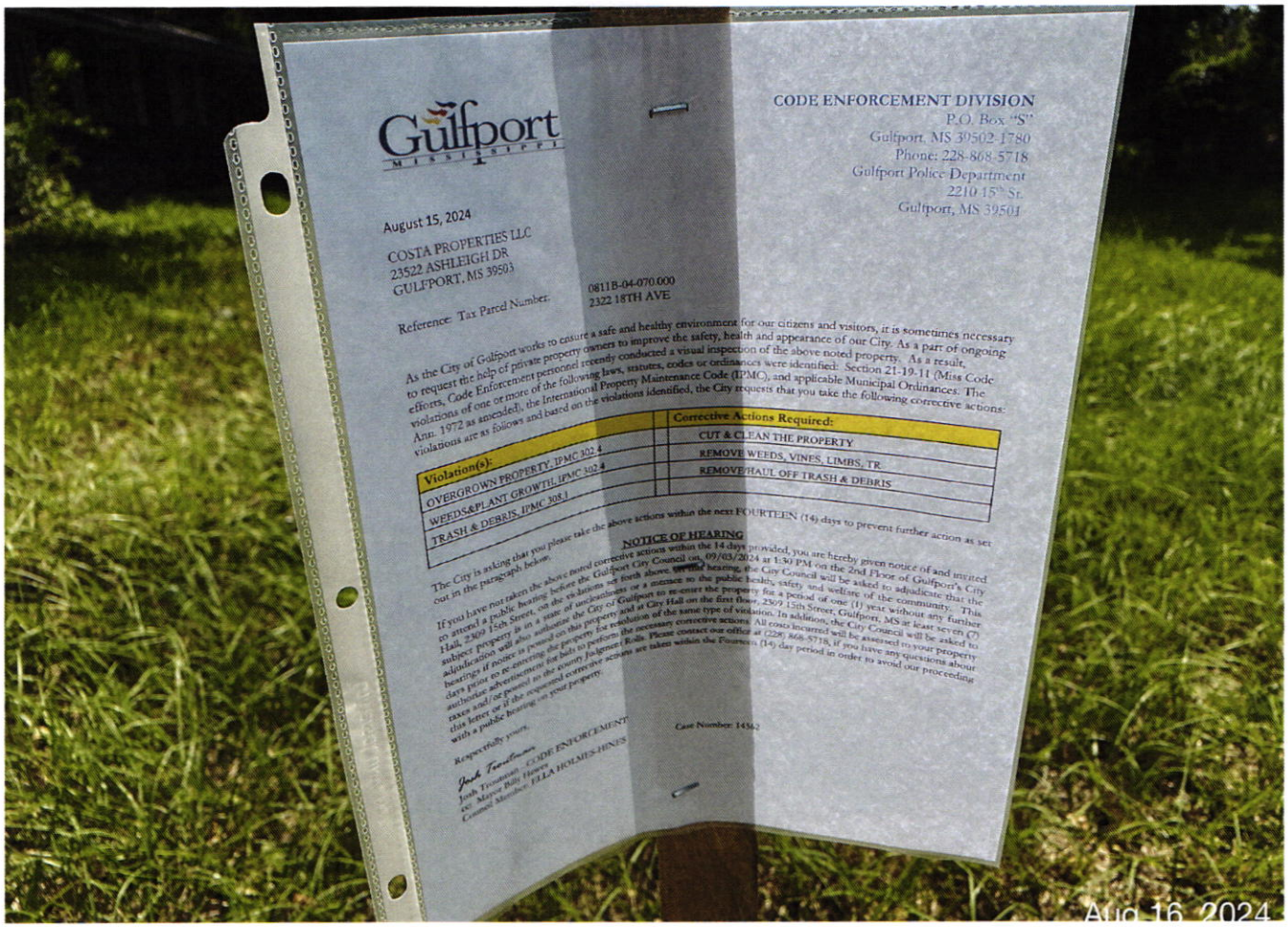
Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 14562



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 15, 2024

COSTA PROPERTIES LLC
23522 ASHLEIGH DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0811B-04-070.000
2322 18TH AVE

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&PLANT GROWTH, IPMC 302.4	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 on the Gulfport City Council on, 09/03/2024 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, at which time the violations set forth above will be heard. At the hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a nuisance to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the 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 pursuant 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,

Josh Troutman, CODE ENFORCEMENT

Case Number: 14362

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

Aug 16, 2024

Aug 16, 2024

Aug 16, 2024

Aug 16, 2024

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 9, 2024

CURRIE JOHN D -EST-
1611 CAHILL DR
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0910B-01-009.000
1611 CAHILL DR

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&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG

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

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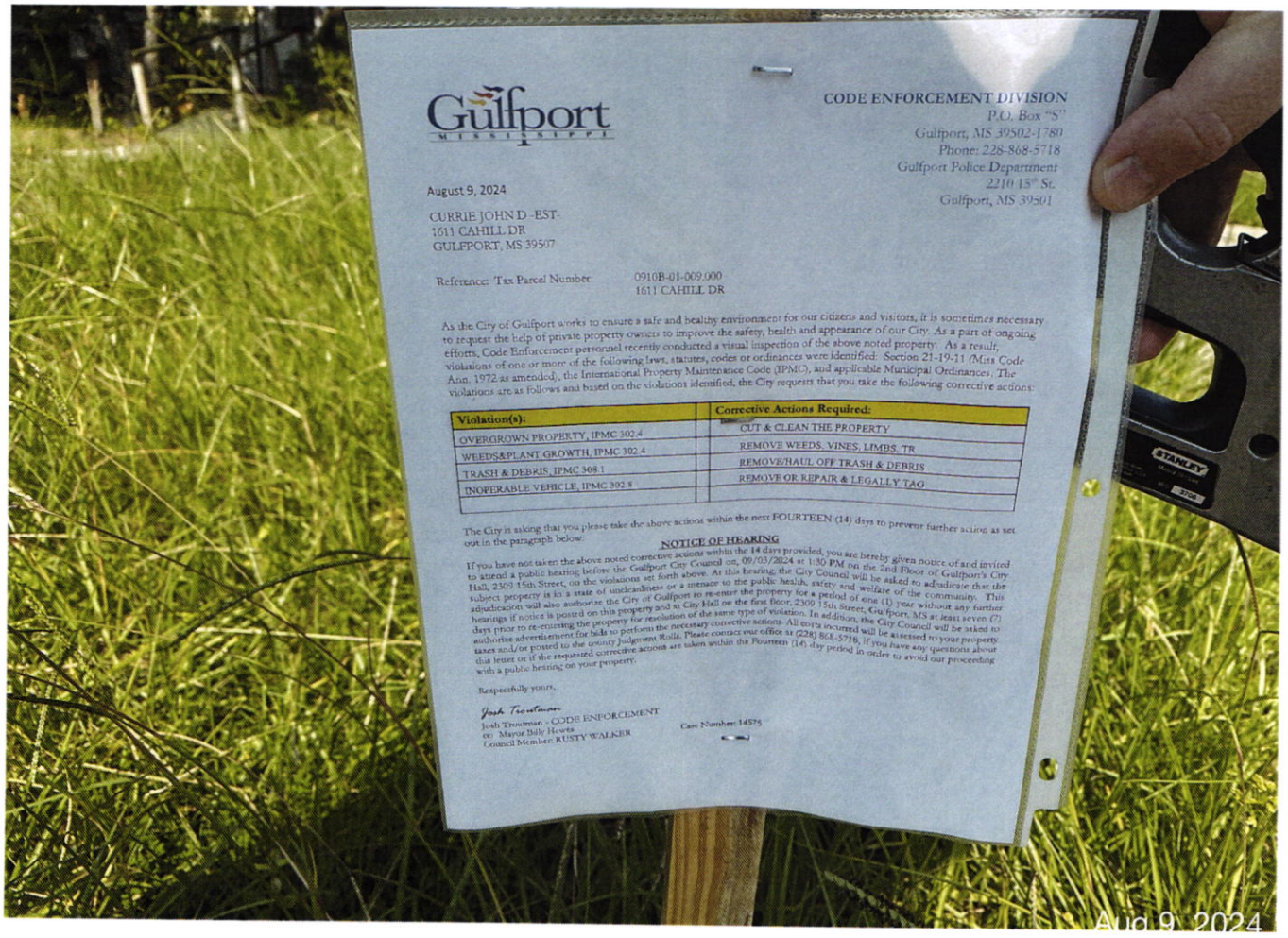
Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RUSTY WALKER Case Number: 14575



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 9, 2024

CURRIE JOHN D -EST-
1611 CAHILL DR
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0910B-01-009.000
1611 CAHILL DR

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:

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TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG

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Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RUSTY WALKER

Case Number: 14575

Aug 9, 2024

HFR 776
Aug 9, 2024

Aug 9, 2024

Aug 9, 2024

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 15, 2024

BOLIN JESSE E
211 47TH ST
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0910C-02-039.000
211 47TH 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:

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TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

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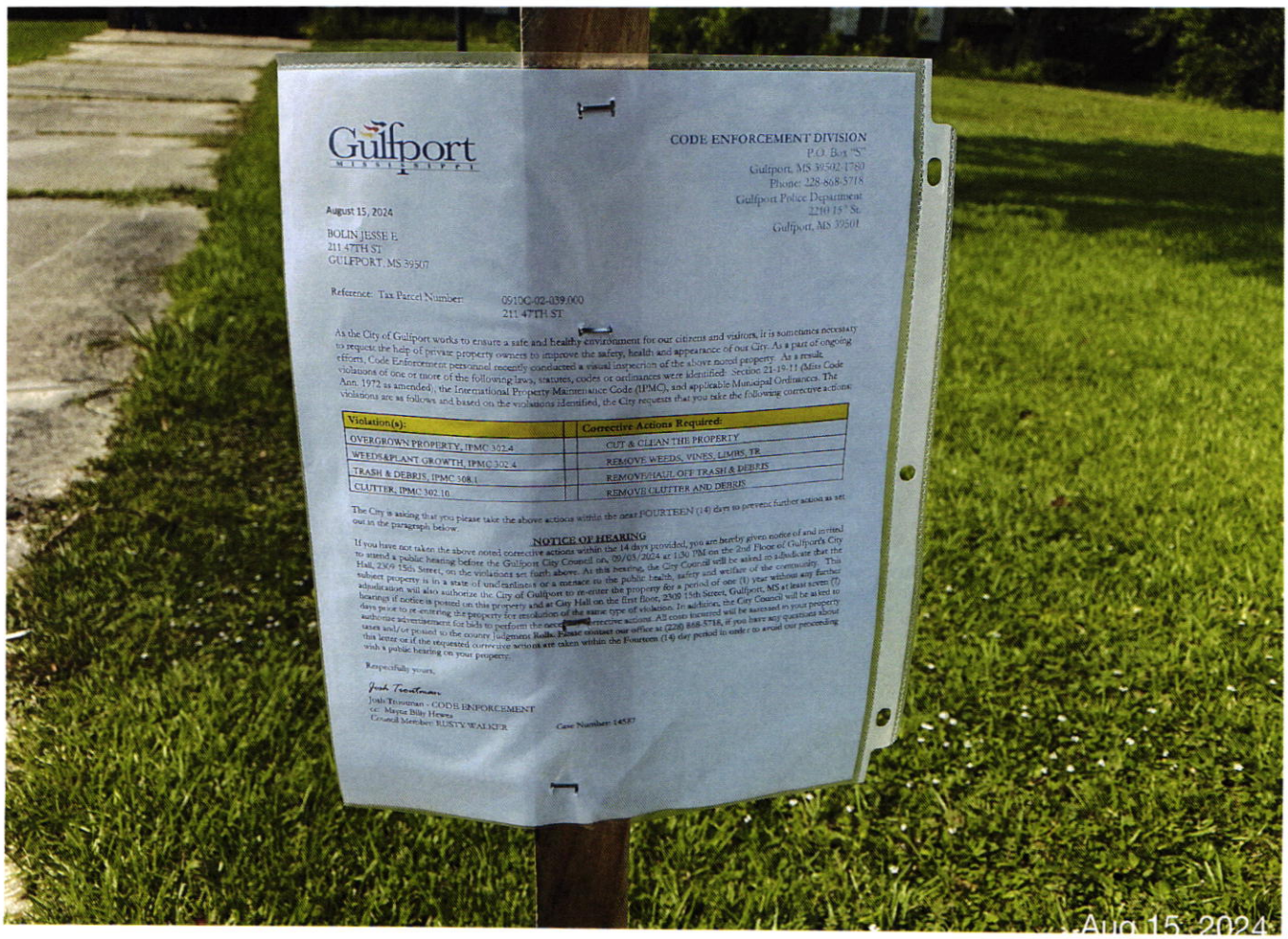
Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RUSTY WALKER Case Number: 14587



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 15, 2024

BOLIN JESSE E
211 47TH ST
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0910C-02-039.000
211 47TH 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:

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Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RUSTY WALKER

Case Number: 14587

Aug 15, 2024

Aug 15, 2024

Aug 15, 2024

Aug 15, 2024

Aug 15, 2024

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 15, 2024

SMITH DONALD C SR & TARA A STEWARD
13051 TURTLE CREEK PKWY
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0907N-01-001.051
13051 TURTLE CREEK PKWY

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:

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Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP

Case Number: 14584

Aug 15, 2024

TACOMA
Aug 15, 2024

Gulfport
MISSISSIPPI
PO Box 1780 | Gulfport, MS | 2309 15th Street
P: 228.868.5700 | F: 228.868.5800 | gulfport-ms.gov

Memorandum

To: City Council
Billy Hewes, Mayor
Wayne Miller, Chief Administrative Officer

From: Brittany Rodgers
Clerk of Council/Deputy City Clerk

Re: Appeal – Civil Penalty Ticket Numbers: 13834, 13838, 13886, 13912, 13920, 13966, 14004, and 14008.

Tuesday, August 6, 2024

Deutsch Kerrigan, L.L.P., on behalf of Mark IV Realty Corporation, filed the attached Notice of Appeal to City Council regarding Civil Penalty Ticket Numbers: 13834, 13838, 13886, 13912, 13920, 13966, 14004, and 14008.

The Notice of Appeal to City Council was properly filed pursuant to Section 111.2.2 of Chapter 3, Article VI. § 3-245.

Brittany Rodgers,
Clerk of Council/Deputy City Clerk

Attachments:
(1) 5.28.24 Notice of Appeal on Ticket Numbers 13838 and 13886
(2) 5.29.24 Notice of Appeal on Ticket Numbers 13920 and 13966
(3) 6.12.24 Notice of Appeal Hearing
(4) 7.3.24 Notice of Decision of Appeal Hearing
(5) 7.10.24 Notice of Appeal to City Council

DeutschKerrigan

2510 14th Street, Suite 1001
Gulfport, MS 39501
T. 228-265-6994
F. 228-863-5278
dvaughn@deutschkerrigan.com

R. Douglas Vaughn

Rec'd via email on 5/28/24 @ 2:42 pm RBell

May 28, 2024

Via Email/cityclerk@gulfport-ms.gov

Gulfport City Clerk
2309 15th Street
Gulfport, MS 39501

Re:	Name of Violator:	Mark IV Realty Corporation
	Parcel No.:	1008K-03-008.000
	Ticket Nos.:	13838 and 13886

To Whom It May Concern:

Please be advised that I represent Mark IV Realty Corporation in the above-referenced matter. This correspondence shall serve as Mark IV Realty Corporation's appeal of the May 20, 2024, Notices of Civil Penalty for City of Gulfport Ticket Nos. 13838 and 13886.

Please direct all future communications regarding this matter to my attention at the above-referenced address.

Sincerely,

DEUTSCH KERRIGAN, L.L.P.

R. Douglas Vaughn

RDV/mcp

Rashida T. Bell

From: Petersen, Michelle <mpetersen@deutschkerrigan.com>
Sent: Tuesday, May 28, 2024 2:42 PM
To: General Admin - City Clerk
Cc: Vaughn, R. Douglas
Subject: Mark IV Realty Corporation Appeal of Notices of Civil Penalty
Attachments: 2024.05.28 Ltr to COG (Mark IV Realty).pdf

Caution! This message was sent from outside of the City of Gulfport email system. Be careful where you click.

Good afternoon. Please see the attached appeal submitted on behalf of Mark IV Realty Corporation concerning Ticket Nos. 13838 and 13886.

Michelle Petersen
Deutsch Kerrigan, L.L.P.
Paralegal
T. 228.864.0161 | D. 228.265.6987 | mpetersen@deutschkerrigan.com

Deutsch Kerrigan - PRIVILEGED AND CONFIDENTIAL. The information contained in this email and any attachments hereto may be confidential and/or legally privileged. It has been sent for the sole use of the intended recipient(s). If the reader of this message is not an intended recipient, you are hereby notified that any unauthorized review, use, disclosure, dissemination, distribution, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please contact the sender by reply email and destroy all copies of the original message.

DeutschKerrigan

2510 14th Street, Suite 1001
Gulfport, MS 39501
T. 228-265-6994
F. 228-863-5278
dvaughn@deutschkerrigan.com

R. Douglas Vaughn

May 29, 2024

Rec'd via email 5/29/24
@ 9:21am
RBM

Via Email/cityclerk@gulfport-ms.gov

Gulfport City Clerk
2309 15th Street
Gulfport, MS 39501

Re:	Name of Violator:	Mark IV Realty Corporation
	Parcel No.:	1008K-03-008.000
	Ticket Nos.:	13920 and 13966

To Whom It May Concern:

Please be advised that I represent Mark IV Realty Corporation in the above-referenced matter. This correspondence shall serve as Mark IV Realty Corporation's appeal of the May 23, 2024, Notices of Civil Penalty for City of Gulfport Ticket Nos. 13920 and 13966.

Please direct all future communications regarding this matter to my attention at the above-referenced address.

Sincerely,

DEUTSCH KERRIGAN, L.L.P.

R. Douglas Vaughn

RDV/mcp
cc: Jeff Bruni, Gulfport City Attorney (jbruni@gulfport-ms.gov)

Rashida T. Bell

From: Petersen, Michelle <mpetersen@deutschkerrigan.com>
Sent: Wednesday, May 29, 2024 9:21 AM
To: General Admin - City Clerk
Cc: Jeff Bruni; Vaughn, R. Douglas; Davis, Leigh
Subject: Mark IV Realty Corporation/Notice of Civil Penalties/Ticket Nos. 13966 and 13920 [IMAN-DKS.FID1062594]
Attachments: 2024.05.29 Ltr to COG (Mark IV Realty).pdf

Caution! This message was sent from outside of the City of Gulfport email system. Be careful where you click.

Good morning. Please see the attached appeal submitted on behalf of Mark IV Realty Corporation concerning Ticket Nos. 13966 and 13920.

Michelle Petersen
Deutsch Kerrigan, L.L.P.
Paralegal
T. 228.864.0161 | D. 228.265.6987 | mpetersen@deutschkerrigan.com

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Gulfport
MISSISSIPPI

OFFICE OF THE CAO

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5700
Fax: 228-868-5800

City Hall
2309 15th St.
Gulfport, MS 39501

NOTICE OF APPEAL HEARING

June 12, 2024

VIA FIRST CLASS U. S. MAIL
Deutsch Kerrigan on behalf of Mark IV Realty Corporation
2510 14th Street, Suite 1001
Gulfport, MS 39501

Re: Name of Appealing Party: Mark IV Realty Corporation
Date of Hearing: June 26, 2024

To Whom It May Concern,

Pursuant to Section 111.2 of the International Property Maintenance Code ("IPMC"), as adopted previously by the City of Gulfport, Mississippi, Gulfport, the Gulfport City Clerk's Office is in receipt of a written notice of appeal via email dated May 28, 2024 and May 29, 2024, whereby you are appealing a "Notice of Civil Penalty" that you were previously issued by the City's Code Enforcement Department for one or more violations under Chapter 3 of the IPMC. This is to serve as official notice that a hearing will be held on your appeal before the Hearing Officer at 3:00 p.m. on Wednesday, the 26th day of June, 2024. This hearing will take place in the first-floor conference room at City Hall, 2309 15th Street, Gulfport, Mississippi 39501. At this hearing, you will have the opportunity to present a written and/or verbal response, documents, witnesses and anything else in support of your appeal and any claim that you did not violate the provisions of Chapter 3 of the IPMC as previously cited and/or that you should otherwise not be issued or assessed the cited administrative or civil penalties / fines. Within three (3) business days of this hearing, the Hearing Officer will issue a final decision on your appeal and you will be so notified in writing. If you fail to appear at this appeal hearing, a final decision will be made in your absence.

This the 12th day of June, 2024.

Wayne E Miller

WAYNE E. MILLER
HEARING OFFICER
UNDER § 111.2.1 OF CHAPTER 3 OF THE IPMC
ADOPTED BY THE CITY OF GULFPORT

cc: Ms. Rashida Bell, City Clerk
Chief Adam Cooper, Chief of Police

Gulfport
MISSISSIPPI

OFFICE OF THE CAO

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5700
Fax: 228-868-5800

City Hall
2309 15th St.
Gulfport, MS 39501

NOTICE OF DECISION OF APPEAL HEARING

July 3, 2024

VIA CERTIFIED U.S. MAIL
Deutsch Kerrigan on behalf of Mark IV Realty Corporation
2510 14th Street, Suite 1001
Gulfport, MS 39501

Re:	Name of Appealing Party:	Deutsch Kerrigan on behalf of Mark IV Realty Corporation
	Ticket Numbers:	13834, 13838, 13886, 13912, 13920, 13966, 14004, 14008
	Date of Hearing:	June 26, 2024

To Whom It May Concern,

A hearing was held on the "Notice of Appeal" letters that you submitted to the City Clerk for the City of Gulfport which was received by the Clerk on May 28, 2024 and May 29, 2024. You were appealing the "Notice of Civil Penalty" issued to you on May 13, 2024, May 20, 2024, May 23, 2024 and May 28, 2024 (Ticket numbers: 13834, 13838, 13886, 13912, 13920, 1396614004, 14008). The hearing was held on June 26, 2024.

You have failed to take corrective actions on your property since April 26, 2024, April 29, 2024, May 1, 2024, May 3, 2024, May 6, 2024, May 8, 2024, May 10, 2024 and May 13, 2024 to remedy the violations noted on your property for which you received a $15,750.00 fine. On June 26, 2024, we received Code Enforcement's evaluation stating your property was still not in compliance with City Code.

As a result, it is my finding that your appeal of the "Notice of Civil Penalty" (Ticket numbers: 13834, 13838, 13886, 13912, 13920, 1396614004, 14008) is without merit, and should not be dismissed. The assessed civil penalties/fines against you as referenced in this "Notice of Civil Penalty" are required to be paid to the City of Gulfport.

If you desire to appeal this decision to the Gulfport City Council, you may do so in compliance with Section 111.2.2 as amended in the City's Code of Ordinances (Ordinance number 3055).

Wayne E Miller

WAYNE E. MILLER
HEARING OFFICER
UNDER § 111.2.1 OF CHAPTER 3 OF THE IPMC
ADOPTED BY THE CITY OF GULFPORT

cc: Ms. Rashida Bell, City Clerk
Chief Adam Cooper, Chief of Police

DeutschKerrigan

2510 14th Street, Suite 1001
Gulfport, MS 39501
T. 228-265-6994
F. 228-863-5278
dvaughn@deutschkerrigan.com

R. Douglas Vaughn

July 10, 2024

Rashida Bell
City Clerk
1410 24th Avenue
Gulfport, Mississippi
39501

Re: Name of Appealing Party: Deutsch Kerrigan on behalf of Mark IV Realty Corporation

Ticket Numbers: 13834, 13838, 13886,13912, 13920, 13966, 14004, 14008

Date of Decision from Hearing Officer: July 3, 2024

To Whom It May Concern:

A hearing was held on the June 26, 2024, regarding Mark IV Realty Corporation's appeal of the Civil Penalties received between April 26, 2024, and May 29, 2024. Ultimately, the hearing officer determined the property was still not in compliance with City Code, and the appeal was denied.

This correspondence shall serve as Mark IV Realty Corporation's Notice of Appeal pursuant to Section 111.2.2 regarding the July 3, 2024, denial of his appeal for the "Notice of Civil Penalty" (Ticket Numbers: 13834, 13838, 13886, 13912, 13920, 13966, 14004, 14008).

We are requesting a hearing before the City Council in accordance with Section 111.2.2 within thirty (30) days after the City Clerk receives this notice.

Sincerely,

R. Douglas Vaughn

RDV/ld

cc: Brittany Rodgers, Council Clerk

RECEIVED
JUL 11 2024
By B Rodgers

Hand Delivered - Front Desk & put in mail Box (same day 7/11)

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

DEUTSCH KERRIGAN LLP
OPERATING ACCOUNT
755 MAGAZINE ST
NEW ORLEANS, LA 70130

7468

85-368/655
224

DATE July 10, 2024

PAY TO THE ORDER OF City of Gulfport City Clerk $ 50 00/100

Fifty DOLLARS

HANCOCK WHITNEY

ORIGINAL

FOR Appeal mark IV Realty

MP

HEAT SENSITIVE

⑈007468⑈ ⑆065503681⑆ [redacted]

Details on Back.

Security Features Included

NOTES

RECEIPT

DATE 7/31/2024 NO. 213423

RECEIVED FROM City of Gulfport

ADDRESS

$ 50.00 ok

FOR Mark IV Realty Corporation

ACCOUNT			HOW PAID		
AMT. OF ACCOUNT			CASH		
AMT. PAID			CHECK	50	00
BALANCE DUE			MONEY ORDER		

BY 8922

© REDIFORM. ® 8L808R

Deputy City Clerk
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5770 ext. 6706
Email: kgarcia@gulfport-ms.gov
City Hall
2309 15th St.
Gulfport, MS 39501

NOTICE OF APPEAL HEARING

August 29, 2024

VIA E-MAIL TO "dvaughn@deutschkerrigan.com" AND FIRST CLASS U. S. MAIL
Douglas Vaughn , Esq.
Attorney for Mark IV Realty Corporation
Deutsch Kerrigan
2510 14th Street, Suite 1001
Gulfport, Mississippi 39501

Re: Name of Appealing Party: Mark IV Realty Corporation
Ticket Numbers: 13920 and 13966
Appeal to GPT City Council

Dear Mr. Vaughn:

On behalf of Mark IV Realty Corporation, you previously submitted a written notice of appeal via a letter to the City of Gulfport's City Clerk dated July 10, 2024, whereby you claimed that Mark IV Realty Corporation was seeking to appeal to the Gulfport City Council the decision of the City of Gulfport's Hearing Officer issued on July 3, 2024, relating to the "Notice of Civil Penalty" that Mark IV Realty Corporation was previously issued by the City of Gulfport's Code Enforcement Office for violations under Chapter 3 of the International Property Maintenance Code, as adopted by the City and referenced in the above Tickets. This appeal to the City's Hearing Officer was based on a May 29, 2024, written notice of appeal previously submitted by you, on behalf of Mark IV Realty Corporation, to Gulfport's City Clerk. The appeal to the Gulfport City Council was originally scheduled to be heard at 1:30 p.m. on August 6, 2024. At your request, this hearing was rescheduled for 1:30 p.m. on Tuesday, September 3, 2024. This is to serve as additional notice of this rescheduled hearing. Please note this appeal on September 3 will be held in the City Council Chambers on the second floor of Gulfport's City Hall (2309 15th Street, Gulfport, Mississippi 39501).

Sincerely,

Kourtni Garcia
Deputy City Clerk
RecordsRequest@gulfport-ms.gov

cc: Ms. Brittany Rodgers, Clerk of Council
Mr. Wayne Miller, Gulfport CAO
Mr. Travis Johnson, Code Enforcement Officer

FIRE DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5950
Fax: 228-868-5808

Central Station
1515 23rd Avenue
Gulfport, MS 39501

Memorandum
FIRE DEPARTMENT

To: Councilman Kenneth Casey
Councilman Ron Roland
Councilwoman Ella Holmes-Hines
Councilman F.B. Walker IV
Councilman Myles Sharp
Councilman Robert Flowers
Councilman Richard Kosloski

From: Billy Kelley, Fire Chief

cc: Mayor Billy Hewes
Wayne Miller, CAO

Date: May 29, 2024 (Updated August 20, 2024)

Re: Recommendation on Med-Lift Certificate of Necessity

Pursuant to Section 4-32 in the City of Gulfport's Code of Ordinances (set out in Ordinance No. 3352), Medi-Lift of MS, LLC submitted an application on April 3, 2024, for a "Certificate of Necessity" for a Basic Life Support and Advanced Life Support Ambulance Service License to me as the City's Emergency Services Coordinator. In accordance with Section 4-32(d), the City's existing Ambulance Service License holder, Pafford EMS of Mississippi, Inc., was provided notice of this application and the opportunity to oppose, object to, or request modification of the application and to state whether the application, if granted, would negatively affect the ability of this license holder to continue to provide services. On May 7, 2024, I received a written response from Pafford (the City's existing license holder). I sent the enclosed letter dated May 23, 2024, to Pafford in reply. After review and consideration of Medi-Lift's application, the existing license holder's response, and other information available to me, I submitted my initial recommendation to you on May 29, 2024, (and which was considered by you at the Council's June 4, 2024, Council Meeting) with respect to action relative to Medi-Lift's application as set out below and in my enclosed May 23, 2024, letter. It is my understanding that at the conclusion of the June 4 Council Meeting, you had asked that I re-evaluate my recommendation and present this back to the Council after a sixty (60) day or so period of time where things could be further analyzed and reviewed.

It is still my recommendation, to the extent needed or required, that a "Certificate of Necessity" (or other permission) be issued whereby Medi-Lift be permitted to provide non-emergent transport of ambulatory patients and those confined to wheelchairs. If the City's Ambulance Services Ordinance be amended to exclude such transports from the requirement of having to have a license, that might be another option for the City's Governing Authority to consider. If the Governing Authority believes this might be the better route to take, I would ask that it please first consult with the City's current ambulance service provider.

With respect to non-emergent transports involving stretchered patients, you will recall that in my May 29, 2024, letter and initial recommendation to you on this matter that I requested that Medi-Lift's application be held in abeyance for a period of sixty (60) days in order to re-assess a basis for the issuance of a "Certificate of Necessity" with respect to non-emergent transports involving stretchered patients. I specifically noted that I did not believe there to be a basis for this at that time. Again, Pafford's contract with the City commenced with the provision of ambulance services on March 1, 2024. Prior to the end of May 2024, Pafford made several changes to its non-emergent stretcher transport service and it has continued to work with MHG on a daily basis to meet expectations. Since the Council's June 4 meeting, I have attended a meeting with MHG and have reviewed what hospital staff and Pafford have provided to me concerning this type service and the hospital's calls and requests for service, and I understand MHG and Pafford have met several times. In fact, these meetings between the two were regularly held for several weeks but were then canceled due to there not being any ongoing issues. I do believe that there are additional things that the hospital and the City's service provider can implement and do to improve the amount of time it takes from initial need (as determined by someone in the hospital) to the call being made to the City's service provider to hasten this process. It is my understanding that there are discussions and efforts being pursued to do just that and to possibly involve the service provider at an earlier point in these dealings (prior to receiving a request from someone at the hospital). Even so, in the last ninety (90) days, Pafford has continued to undertake and pursue measures in an effort to meet the hospital's expressed needs and expectations, to include the stationing of a hospital-specific transport for non-emergent stretchered transports during the times and days when these are needed and the use of a transport unit dedicated to psychiatric patients. Pafford continues to undertake what it believes is needed to provide services under the City's contract and ordinance. I also believe that Pafford should be given the opportunity to acquire additional assets or resources that fit its structure and environment in order to address any further needs at this point. For the July 1, 2024, to present date time period, Pafford's average response time is 00:48 and 2:16 for 80th percentile of all priority 3 and 4 calls to MHG.

I have also not received any complaints from MHG regarding non-emergent stretcher transport services involving this facility the past month, and I have not received any complaints from Singing River Hospital (Garden Park) since this new contract commenced on March 1, 2024.

Accordingly, I do not believe Medi-Lift has met the conditions or requirements for a "Certificate of Necessity" with respect to such type services and its application for the same should be denied.

Thank you for your consideration in this matter.

Sincerely,

Billy Kelley
Fire Chief, City of Gulfport

cc: Medi-Lift of MS, LLC (c/o Mr. Andre Faucha)
Pafford EMS of Mississippi, Inc. (c/o Mr. Shane Davidson)

FIRE DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5950
Fax: 228-868-5808

Central Station
1515 23rd Avenue
Gulfport, MS 39501

Memorandum
FIRE DEPARTMENT

To: Councilman Kenneth Casey
Councilman Ron Roland
Councilwoman Ella Holmes-Hines
Councilman F.B. Walker IV
Councilman Myles Sharp
Councilman Robert Flowers
Councilman Richard Kosloski

From: Billy Kelley, Fire Chief

cc: Mayor Billy Hewes
Wayne Miller, CAO

Date: May 29, 2024

Re: Recommendation on Med-Lift Certificate of Necessity

Pursuant to Section 4-32 in the City of Gulfport's Code of Ordinances (set out in Ordinance No. 3352), Medi-Lift of MS, LLC submitted an application on April 3, 2024, for a "Certificate of Necessity" for a Basic Life Support and Advanced Life Support Ambulance Service License to me as the City's Emergency Services Coordinator. In accordance with Section 4-32(d), the City's existing Ambulance Service License holder, Pafford EMS of Mississippi, Inc., was provided notice of this application and the opportunity to oppose, object to, or request modification of the application and to state whether the application, if granted, would negatively affect the ability of this license holder to continue to provide services. On May 7, 2024, I received a written response from Pafford (the City's existing license holder). I sent the enclosed letter dated May 23, 2024, to Pafford in reply. After review and consideration of Medi-Lift's application, the existing license holder's response, and other information available to me, I am submitting my recommendation to you with respect to action relative to Medi-Lift's application as set out below and in my enclosed May 23, 2024, letter.

It is my recommendation, to the extent needed or required, that a "Certificate of Necessity" (or other permission) be issued whereby Medi-Lift be permitted to provide non-emergent transport of ambulatory patients and those confined to wheelchairs. With respect to non-emergent transports involving stretchered patients, I believe Medi-Lift's application should be held in abeyance for a period of sixty (60) days from the date of my

letter (or the date of action taken by the City's governing authority) in order to re-assess at that time a basis for the issuance of a "Certificate of Necessity" with respect to non-emergent transports involving stretchered patients (as I do not believe there is a basis at this point).

As you know, Pafford's contract with the City commenced with the provision of ambulance services on March 1, 2024. Since this start, it has made several changes to its non-emergent stretcher transport service, and is working with MHG on a daily basis to meet all expectations. There have been no complaints filed from MHG in well over three weeks, and no complaints have been submitted by Singing River Hospital (formerly known as Garden Park) since the contract's start.

Thank you for your consideration in this matter.

Sincerely,

Billy Kelley
Fire Chief, City of Gulfport

cc: Medi-Lift of MS, LLC (c/o Mr. Andre Faucha)
Pafford EMS of Mississippi, Inc. (c/o Mr. Shane Davidson)

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Councilman Ron Roland
Councilwoman Ella Holmes-Hines
Councilman F.B. Walker IV
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Councilman Robert Flowers
Councilman Richard Kosloski

From: Billy Kelley, Fire Chief

cc:
Mayor Billy Hewes
Wayne Miller, CAO

Date: May 29, 2024

Re: Recommendation on Med-Lift Certificate of Necessity

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letter (or the date of action taken by the City's governing authority) in order to re-assess at that time a basis for the issuance of a "Certificate of Necessity" with respect to non-emergent transports involving stretchered patients (as I do not believe there is a basis at this point).

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Thank you for your consideration in this matter.

Sincerely,

Billy Kelley
Fire Chief, City of Gulfport

cc: Medi-Lift of MS, LLC (c/o Mr. Andre Faucha)
Pafford EMS of Mississippi, Inc. (c/o Mr. Shane Davidson)

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Gulfport, MS 39502
Phone: 228-868-5950
Fax: 228-868-5808

Central Station
1515 23rd Avenue
Gulfport, MS 39501

May 23, 2024

VIA EMAIL TO " Shane Davidsoon " AND REGULAR FIRST CLASS U. S. MAIL

Pafford EMS of Mississippi
ATTN: Shane Davidson
223 Highpoint Drive
Ridgeland, MS 39157

RE: Response to Med-Lift Certificate of Necessity

Dear Mr. Davidson:

I am in receipt of Pafford's written response (dated May 7th, 2024, and addressed to me) to the submission of Medi-Lift's application for a "Certificate of Necessity" for non-emergent transports involving stretchers, ambulatory patients, and patients in wheelchairs. As you know, Medi-Lift submitted its application to the City of Gulfport on April 3rd, 2024, under the City's Ordinance regulating ambulance services within the City. Under this Ordinance, Pafford is afforded the opportunity to provide a response to this application and the basis / claims being asserted by this applicant to warrant issuance of a "Certificate of Necessity." It is my understanding that the letter you sent to me dated May 7th, 2024, serves as Pafford's response.

I initially note that I cannot find anywhere in this response where Pafford has objected to the issuance of a "Certificate of Necessity" for non-emergent transports for ambulatory patients or those who are restricted to wheelchair use.

It does appear, though, that Pafford disputes there is anything to warrant or justify the issuance of a "Certificate of Necessity" for non-emergent stretcher transports.

It has been less than ninety (90) days since Pafford commenced with the provision of ambulance services in the City pursuant to its contract with the City of Gulfport (services commenced under this contract on March 1, 2024). I have reviewed reports that Pafford makes available to me involving response times for emergent transports for this same time period and I note a drastic and complete turn around from what the City previously experienced for a number of years under the former service provider (when our City was in an EMS District maintained by the County). Reports also show the same with respect to non-emergent transports. Again, Pafford has been providing services now for less than ninety (90) days, and we understand from you that your company continues to look for ways to improve and increase efficiency and responsiveness on all fronts.

Several weeks ago, some complaints were voiced from some affiliated with Memorial Hospital at Gulfport concerning non-emergent transports to/from this facility and involving stretcher patients (I received three (3) complaints from MHG ER Director Christine Weiland about significant delays in non-emergent inter-facility transfers and two (2) complaints about STAT transfers, both involving Memorial Hospital). I know that providing emergent & non-emergent ambulance services is a challenging task, but it is imperative to address these deficiencies to ensure the well-being of the patients and the efficiency of the hospital. You subsequently addressed each of these complaints in a meeting held on April 17, 2024, with representatives from Pafford, Memorial Hospital, and the city in attendance. Since that time, Pafford has also acquired an ambulance solely dedicated to non-emergent stretcher transports to/from this hospital that is stationed during the weekdays at this facility, and has acquired and will be utilizing an ambulance dedicated for transport of psychiatric patients, to also lessen the load on non-emergent stretcher transports / inter-facility transports to/from this hospital. In speaking with representatives from Memorial Hospital earlier this week, it appears these measures and others undertaken by Pafford in response to the above earlier issues/complaints have gone a long way to addressing these moving forward.

Again, I note that Pafford is still within ninety (90) days of commencing these services under its contract with the City.

I have also reached out to the other Hospital in the City (Singing River Hospital (f/k/a Garden Park Medical Center)) and they have confirmed they have not had any issues and do not have any complaints involving Pafford's services to date, including any similar to those previously voiced by some associated with Memorial Hospital at Gulfport. In fact, they have informed me that they can definitely see a difference in ambulance service for the better.

In view of the foregoing, I hereby find and it is my recommendation that, to the extent needed or required, a "Certificate of Necessity" (or other permission) be issued whereby Medi-Lift be permitted to provide non-emergent transport of ambulatory patients and those confined to wheelchairs. With respect to non-emergent transports involving stretchered patients, I believe Medi-Lift's application should be held in abeyance for a period of sixty (60) days from the date of my letter (or the date of action taken by the City's governing authority) in order to re-assess a basis for the issuance of a "Certificate of Necessity" at that time (as I do not believe there is a basis at this point).

Pursuant to the Ordinance, my recommendation will be placed on an upcoming agenda for the Gulfport City Council to consider and to take any action.

Respectfully,

Billy Kelley, Fire Chief
Emergency Services Coordinator
Gulfport Fire Department

FIRE DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5950
Fax: 228-868-5808

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Memorandum
FIRE DEPARTMENT

To: Councilman Kenneth Casey
Councilman Ron Roland
Councilwoman Ella Holmes-Hines
Councilman F.B. Walker IV
Councilman Myles Sharp
Councilman Robert Flowers
Councilman Richard Kosloski

From: Billy Kelley, Fire Chief

cc:
Mayor Billy Hewes
Wayne Miller, CAO

Date: May 29, 2024 (Updated August 20, 2024)

Re: Recommendation on Med-Lift Certificate of Necessity

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It is still my recommendation, to the extent needed or required, that a "Certificate of Necessity" (or other permission) be issued whereby Medi-Lift be permitted to provide non-emergent transport of ambulatory patients and those confined to wheelchairs. If the City's Ambulance Services Ordinance be amended to exclude such transports from the requirement of having to have a license, that might be another option for the City's Governing Authority to consider. If the Governing Authority believes this might be the better route to take, I would ask that it please first consult with the City's current ambulance service provider.

With respect to non-emergent transports involving stretchered patients, you will recall that in my May 29, 2024, letter and initial recommendation to you on this matter that I requested that Medi-Lift's application be held in abeyance for a period of sixty (60) days in order to re-assess a basis for the issuance of a "Certificate of Necessity" with respect to non-emergent transports involving stretchered patients. I specifically noted that I did not believe there to be a basis for this at that time. Again, Pafford's contract with the City commenced with the provision of ambulance services on March 1, 2024. Prior to the end of May 2024, Pafford made several changes to its non-emergent stretcher transport service and it has continued to work with MHG on a daily basis to meet expectations. Since the Council's June 4 meeting, I have attended a meeting with MHG and have reviewed what hospital staff and Pafford have provided to me concerning this type service and the hospital's calls and requests for service, and I understand MHG and Pafford have met several times. In fact, these meetings between the two were regularly held for several weeks but were then canceled due to there not being any ongoing issues. I do believe that there are additional things that the hospital and the City's service provider can implement and do to improve the amount of time it takes from initial need (as determined by someone in the hospital) to the call being made to the City's service provider to hasten this process. It is my understanding that there are discussions and efforts being pursued to do just that and to possibly involve the service provider at an earlier point in these dealings (prior to receiving a request from someone at the hospital). Even so, in the last ninety (90) days, Pafford has continued to undertake and pursue measures in an effort to meet the hospital's expressed needs and expectations, to include the stationing of a hospital-specific transport for non-emergent stretchered transports during the times and days when these are needed and the use of a transport unit dedicated to psychiatric patients. Pafford continues to undertake what it believes is needed to provide services under the City's contract and ordinance. I also believe that Pafford should be given the opportunity to acquire additional assets or resources that fit its structure and environment in order to address any further needs at this point. For the July 1, 2024, to present date time period, Pafford's average response time is 00:48 and 2:16 for 80th percentile of all priority 3 and 4 calls to MHG.

I have also not received any complaints from MHG regarding non-emergent stretcher transport services involving this facility the past month, and I have not received any complaints from Singing River Hospital (Garden Park) since this new contract commenced on March 1, 2024.

Accordingly, I do not believe Medi-Lift has met the conditions or requirements for a "Certificate of Necessity" with respect to such type services and its application for the same should be denied.

Thank you for your consideration in this matter.

Sincerely,

Billy Kelley
Fire Chief, City of Gulfport

cc: Medi-Lift of MS, LLC (c/o Mr. Andre Faucha)
Pafford EMS of Mississippi, Inc. (c/o Mr. Shane Davidson)

Human Resources

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5831
Fax: 228-868-5722

Human Resources
1422 23rd Ave
Gulfport, MS 39501

MEMO TO: City Council
Mayor, Billy Hewes
Chief Administrative Officer, Wayne Miller
City Attorney, Jeff Bruni

FROM: Samantha S. Sherrill, Human Resources Manager

RE: Refund Accountant position with the Department of Finance and Accounting

DATE: August 19th, 2024

The Director of Finance and Accounting, with the approval of the CAO would like to refund the Accountant position to Grade 111. The position will be funded up to Step 27 which is $48,514.43. This position meets the councils $55,000 rule established by ordinance #3209.

Grade 111 Step 0 – 40 is $37,182.27 - $55,359.33

DEPARTMENT OF FINANCE AND ACCOUNTING

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Billy Hewes, Mayor
Wayne Miller, Chief Administrative Officer

FROM: Todd Harman, Director of Finance and Accounting TH

DATE: August 7, 2024

RE: Refunding of the Accountant Position

Our current Accountant accepted the role of the vacated Finance Manager position. With that acceptance, she will be vacating her current position of Accountant. The Accountant position is a vital role in the Finance Department and we wish to refill this position.

This is a non-exempt position with a recommended pay range of $37,183 to $48,514 (grade 111 step 0 to step 27) base pay per year.

Please reach out if you have any further questions. Thanks in advance for your consideration.

City of Gulfport, Mississippi

Accountant
(ACCT)

Department: 145B – General Administration
EEO Category: Professional FLSA Status: Non-Exempt
Date Revised: 2 20 12 Date Approved:

Position Overview

The Accountant is responsible for the preparation, processing and analysis revenue, accounts payable and accounts receivable activities, preparation of monthly financial statements and other various accounting related activities.

Essential Job Functions

Essential duties and functions, pursuant to the Americans with Disabilities Act, May include the following. Other related duties may be assigned.

- Prepares journal entries and budget amendments.
- Performs bank reconciliations of various financial records and accounts on a monthly basis.
- Verifies accounts and resolves account discrepancies by reconciling/reviewing reconciliation of statements/transactions and investigating documentation; issuing stop payments, payments, or adjustments by facilitating discrepancy resolutions for other departments handling City monies.
- Uses electronic spreadsheets and other office tools such as calculator, word processing, etc.
- Processes various forms of receipts to the city such as electronic deposits, checks, cash, etc.
- Assists Finance personnel in the accounts payable, payroll, and the purchasing function.
- Assist all departments with budgeting, accounting information, reports from MUNIS.
- Performs month-end and year end close-out of the City's financial records.
- Performs various cash management functions for the City.
- Prepared detailed and complex schedules and supporting data for comprehensive annual audit the annual audit process.
- Resolves banking related problems with regards to deposits, cleared checks, stop payments, credit card transaction issues, new bank accounts; working with bank staff to reconcile problems.

- Answer telephone and assist callers with financial matters.

Knowledge, Skills and Abilities

Must posses required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

- Knowledge of governmental accounting principles, theory, and procedures; financial systems applications and methods.
- Skill in analyzing and interpreting financial records.
- Strong interpersonal skills, with the ability to interact effectively with citizens, vendors and staff from other city departments.
- Ability to communicate effectively with and elicit cooperation of others.
- Ability to prepare accurate and complex financial reports and statements.
- Ability to prepare concise written reports using proper grammar, spelling, and punctuation.
- Strong analytical and problem solving skills.
- Ability to operate business equipment including computer equipment and calculators.
- Ability to understand, interpret, and apply complex regulations or procedures.
- Ability to communicate with others and to assimilate and understand information, in a manner consistent with the essential job functions.
- Ability to make sound decisions in a manner consistent with the essential job functions.
- Ability to design and maintain complex spreadsheets and data bases utilizing Microsoft excel software.
- Ability to establish and maintain good working relationships with other City employees and the public.

Education and Experience

A bachelor degree with major course work in a field related to accounting, plus three to five years of accounting experience. A combination of education and experience will be considered. Two years of progressively responsible experience in Accounting, preferably in a Municipal Government.

Licenses or Certificates

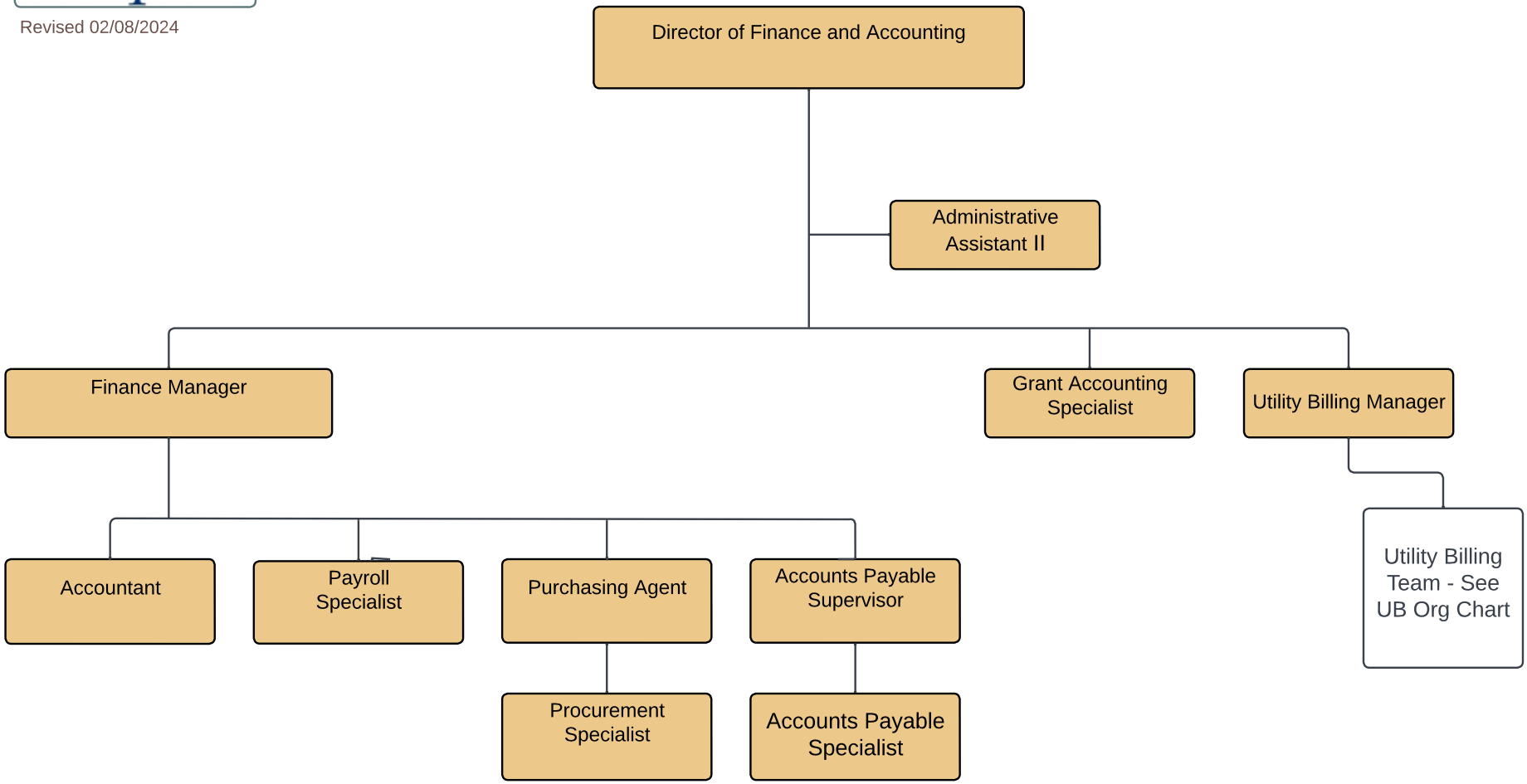
None.

Physical Demands and Working Conditions

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical requirements include occasional lifting/carrying of 10+ pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer keyboard and basic office equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are primarily inside an office environment.

Revised 02/08/2024



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 _____, 2024, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE SALARY OF COMPENSATION FOR ONE (1) "ACCOUNTANT" POSITION IN THE DEPARTMENT OF FINANCE AND ACCOUNTING (GRADE 111) IN THE CITY OF GULFPORT, MISSISSIPPI AND FOR THOSE EMPLOYEES SERVING IN THIS POSITION, AND FOR RELATED PURPOSES

WHEREAS, Section 21-8-21(2) of the Mississippi Code Annotated provides and requires that "[e]very officer or employee of the municipality shall receive such a salary of compensation as the council shall by ordinance provide, and the salary compensation of all employees of such municipality shall be fixed by council from time to time, as occasion may demand;" and

WHEREAS, the accountant position in the Department of Finance and Accounting was recently vacated (and related required de-funding in accordance with the Governing Authority's adopted Ordinance pertaining to the same) and there is a need to re-fund this position; and

WHEREAS, the salary of compensation for the employees holding the following position shall fall within the ranges set for the corresponding Grade noted and should be presently set at the noted Steps within this Grade: one (1) "Accountant" position in the City's Department of Finance and Accounting, which shall fall within the range set for Grade 111 ($37,182.27 - $55,359.33); and

WHEREAS, the salary of compensation as set out herein is in accord with the new (and now existing) grade schedule of the City of Gulfport, and the one (1) "Accountant" position is hereby being added to the "Salary Grade Schedule" previously approved by the City Governing Authority on October 6, 2020.

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

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

SECTION 2. That the aforementioned one (1) "Accountant" position is hereby added to and funded in "Grade 111" in the new/latest grade schedule for salaries of compensation previously approved by the City's Governing Authority on October 6, 2020, (generally referred to as the "Salary Grade Schedule"), with funds hereby budgeted up to Step 27 for this position, with such funds already (previously) included in the budget related thereto.

SECTION 3. That the salary of compensation for the employee holding this one (1) position (the "Accountant" position in the City's Department of Finance and Accounting) shall be within the range and presently set within the range of amounts provided herein and in the preamble.

SECTION 4. That those employees employed by the City on or before September 30, 2009, shall continue to receive Longevity Pay and Education Pay (at the rate and in accord with the policies governing the same (which are hereby incorporated herein by reference and made effective hereby) in effect on September 30, 2009) to the extent that they are otherwise eligible for that pay.

SECTION 5. To provide for the immediate and temporary preservation of the public peace, health and safety, this Ordinance shall be in full force and become effective upon its passage by unanimous vote and enactment according to law and shall be spread on the minutes of the Gulfport City Council. The Ordinance shall be published according to law and for failure to pass unanimously, shall take effect thirty (30) days after the date of passage.

SECTION 6. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance provides for the salary of compensation for one (1) 'Accountant' position in Grade 111 in the City's 'Salary Grade Schedule' and for those employees serving in this position. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

AYES **NAYS** **ABSENT/ABSTAIN**

WHEREUPON, the President declared the motion carried and the Ordinance adopted, this the _____ day of _____, 2024.

(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 _____, 2024.

APPROVED:

_____
MAYOR

4There 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 _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE CONTRACT FOR CONGREGATE MEALS WITH THE SOUTHERN MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT AREA AGENCY ON AGING, TO AUTHORIZE THE MAYOR TO EXECUTE SAID CONTRACT AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport provides meals for senior citizens on a regular basis at the Charles L. Walker Senior Center, a public facility owned and operated by the City; and

WHEREAS, up to 5,000 such meals are to be provided to the City during the 2024-2025 period by the Southern Mississippi Planning and Development District's Area Agency on Aging for service to seniors pursuant to the proposed "Contract for Congregate Meals" which is attached hereto as Exhibit "A"; and

WHEREAS, approval of the Contract for Congregate Meals 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 Contract for Congregate Meals 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 and deliver the same on behalf of the City of Gulfport.

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

The above and foregoing Resolution, after having been first reduced to writing and 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 _____, 2024.

(SEAL)

ATTEST:

_____
CLERK OF THE COUNCIL

ADOPTED:

_____
PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2024.

_____
MAYOR

SOUTHERN MISSISSIPPI
PLANNING AND DEVELOPMENT DISTRICT
AREA AGENCY ON AGING

STATE OF MISSISSIPPI **AMENDMENT #1**

COUNTY OF: Harrison **CONTRACT NO.: 2024-18**

CONTRACT FOR: Congregate Meals

1. Parties -The parties to this contract are the Southern Mississippi Planning and Development District Area Agency on Aging (herein called the Agency) and the City of Gulfport (herein called Contractor).

2. Purpose - The purpose of this contract is to engage the services of the Contractor to perform the following service: Congregate Meals, per Quality Assurance standards under the following source of funding: Title IIIC1 (meals only). Any change of the intent of this contract must be in writing and mutually assented to by both parties.

3. Service Objective -The Contractor shall provide, in an expedient and satisfactory manner as determined by normal, reasonable circumstances, the service of serving congregate meals and the service shall be performed in accordance with the Quality Assurance Standards attached hereto and made a part of the contract hereof by reference as Exhibit B.

4. Period of Performance – The contract will run for a period of twelve months beginning October 1, 2023 and ending September 30, 2024 with a three-year renewal option.

5. Location of Service - Services will be provided in the area of Harrison County at the Charles Walker Senior Center.

6. Program Reporting Requirements:

The Contractor shall submit to the Agency the program reports as follows:

	Frequency	Due Date
Service Provider Logs	Monthly	5th Calendar Day
Waiting List	Monthly	5th Calendar Day

7. General Terms and Conditions - This contract is hereby made subject to the terms and conditions included in Exhibit A entitled "General Terms and Conditions", which is attached hereto and made a part hereof by reference.

8. Program Income -
The Program Income Policy is herein made a part of this contract by reference as reflected in Exhibit C.

9. Contract Amount – The Agency will provide up to the Contractor 6,500 meals during FY 2024.

IN WITNESS WHEREOF the Agency and Contractor have executed this contract on the _____ day of _____.

AGENCY:

ATTEST: Laurie Hyde

BY: Leonard Bentz (Aug 14, 2024 14:12 CDT)
Leonard Bentz, Executive Director
Southern Mississippi Planning and Development District

ATTEST: Laurie Hyde

BY: Madeline Walker (Aug 14, 2024 14:01 CDT)
Madeline Walker, Division Director
Senior Services

CONTRACTOR:

ATTEST: _____

BY: _____

TITLE: _____

Signature Service

Signature Contract

Signature Service

ACCOUNT NAME & ADDRESS	City of Gulfport 2309 15th Street Gulfport, MS 39501
CUSTOMER NAME & CONTACT INFO	Jessica Versiga (228) 868-5773 jversiga@gulfport-ms.gov

CONTRACT SUMMARY

RELIABILITY & RESPONSIVENESS	Details concerning the level of coverage you have along with Otis' method for ensuring timely dispatching and parts availability to meet your needs
COMMUNICATION	Summary of the many ways for you to communicate with us and receive information from us
SAFETY & ENVIRONMENT	Safety is our number one priority- this section includes an outline of safety features and activities pertaining to your equipment
SCHEDULE & CLARIFICATIONS	Terms and conditions about our regular working hours, insurance coverage and legal requirements
PAYMENT & ACCEPTANCE	Price and term of agreement followed by the signatory area and billing information

COVERAGE TERMS	**Price : $103.00 per month, payable monthly in advance** **Duration : one (1) year(s)**
DELIVERING THE PROMISE	*We look forward to delighting you with world class service.*

Otis Elevator Company
M:

For emergencies:
OTISLINE® Customer Care 800.233.6847

1013 Harimaw Court West, Suite B
METAIRIE, LA 70001
otis.com

OTIS
Confidential

Signature Service

Otis Lubricate and Survey

6/21/2024

CUSTOMER NAME
City of Gulfport
2309 15th Street
Gulfport, MS 39501

OTIS ELEVATOR COMPANY
1013 Harimaw Court West, Suite B
METAIRIE, LA 70001

PROJECT LOCATION
Gulfport Leisure Services
135 Courthouse Rd
Gulfport, MS 39501

PROPOSAL NUMBER
QTE-001939661

OTIS LUBRICATE & SURVEY

Otis Elevator Company or "we" agree to furnish Otis Lubricate and Survey Service to Customer or "you" on the equipment ("Units") described below as set forth in this Contract.

EQUIPMENT DESCRIPTION

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	Hydraulic	Independent		UNIT-001179499

CONTRACT PRICE

The contract gross price is one hundred three dollars ($103.00) per month, payable monthly in advance. If you select a different payment frequency, please initial next to the discount to be applied to your contract price.

Billing Frequency	Discount	Initial to Accept
Quarterly	-1%	
Semi-annually	-3%	
Annually	-4%	

TERM & RENEWAL

The Commencement Date will be 10/1/2024. The initial term of this Contract will be for one (1) year(s) beginning on the Commencement Date.

This Contract will automatically renew for successive one (1) year terms unless terminated by either party by giving written notice to the other party at least 90 days, but no more than 120 days prior to the end of the then-current term.

PAYMENT

Payments will be due and payable on or before the first day of each month for the term of the Contract, in accordance with the payment instructions on your invoice. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

INVOICE DELIVERY

The standard method of invoice delivery is via email. Please provide your email address(es) in the bill to section of this document. You agree to immediately update us with any changes to the invoice delivery email address(es). If you wish to receive your invoices via Mail, an additional fee of $5.00 per month will be added to your monthly contract price.

Alternate Invoice Delivery Method	Additional Cost	Initial to Accept
Mail	$5.00	

AUTOPAY

Visit https://otis.payinvoicedirect.com to register for autopay to automatically debit your bank account for your invoice payments.

PRICE ADJUSTMENT

The Contract Price will be adjusted on the Commencement Date anniversary or as of the effective date of any labor rate increase by the percentage increase in the straight time hourly labor cost under the International Union of Elevator Constructors. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, Otis may adjust the Contract Price as a result of any substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs. If the price adjustment date and billing frequency do not align, the price adjustment date will be changed to ensure continued alignment with the billing frequency.

SURVEY

We will conduct an annual survey of the Units and provide a written report to you.

REGULAR VISITS

We will use trained personnel directly employed and supervised by us to visit the Units at a annually frequency.

INCLUDED IN VISITS

The visits will consist of lubrication of the following parts when conditions warrant:

- Machine bearings, gears, pumps, pump motors, operating valves, valve motors and leveling valves.
- Selectors, governors, governor sheaves, governor tension frame sheave assemblies and compensating sheave assemblies.
- Door operators, car door hangers, hoistway door hangers, and interlocks.
- Safeties, car and counterweight guide rails, and car and counterweight guide shoes including rollers and gibs.

CUSTOMER REPRESENTATIVE

As a service to you, and at your request, an Otis representative will be available to discuss with you about modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMSTM program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn and you agree to not hold or seek to hold Otis responsible or liable whatsoever in connection with, arising out of, or related to any recommendation or alleged duty to or failure to warn.

REPORTS – CUSTOMER PORTAL

We will, at your request, provide you access to the Customer Portal, our proprietary customer interface that permits you to access electronic records of repair, completed maintenance procedures and service call history for the Unit(s) during the prior twelve (12) months. You will be responsible for obtaining Internet access to use the Customer Portal.

SAFETY

Except as expressly stated otherwise in this Contract, the ASME A17.1 Code ("Code" or "Elevator Code") may require tests including, among others: annual no load test; annual pressure relief valve test; and full load, full speed tests of safety mechanisms, over-speed governors, car buffers and other parts. These and other tests are not included in the Contract.

To ensure all units on service with Otis remain code compliant, your acceptance of this contract is conditioned upon the understanding that you will allow Otis to schedule and complete testing at the standard hourly rates. Otis will provide at least 15 days' notice of testing. Upon completion, you shall make payment to Otis for the testing within 90 days of completion. We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building and or you will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes. If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service for an additional charge on an open order basis. You will be responsible for the costs associated with such testing and service.

24 – HOUR DISPATCHING

Otis will, at your request, provide you with access to the Customer Portal and our OTISLINE™ 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on the Customer Portal or through an OTISLINE™ customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as chargeable service request. Any service required outside of normal working hours will be billed to you in accordance with the work schedule detail below.

NORMAL HOURS

All visits will be performed during the regular working hours of our regular working days for the examiners who perform the service. If overtime services are later requested by you, you agree to pay extra at our regular billing rates or overtime rates, as may be applicable.

Regular working hours: 8:00 AM – 4:30 PM.
Regular working days: Monday – Friday excluding holidays.

OVERTIME SERVICE REQUESTS

Service requests outside of regular working hours will be billed at standard overtime rates.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

SITE SURVEY LANGUAGE
MAINTENANCE QUOTE CONTINGENT UPON THE FOLLOWING:

1. Written approval by Otis.
2. The unit(s) being in a code compliant and a satisfactory condition as deemed by Otis at the time of the commencement date listed in this contract.
3. Pre-existing conditions and/or pre-maintenance repairs will not be covered under this contract. Otis reserves the right to survey equipment prior to commencement of contract and submit pricing for item(s) not covered. If Otis surveys equipment and the parties are unable to agree on survey findings or pricing for items not covered, the contract can be cancelled by either party.

EXCLUSIONS

Lubrication of parts that are not listed above is specifically excluded. This Contract does not cover adjustments, cleaning, repairs, or any service requests (including but not limited to regular or emergency service requests). If any of these services are later requested by you, you agree to pay extra at our regular or overtime billing rates as applicable, including costs associated with travel time and other expenses. No service other than that specifically mentioned is included or intended.

OTIS SERVICE EQUIPMENT, SOFTWARE, AND ANALYTICS

Any counters, meters, tools, machinery, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the Contract or service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this Contract. Otis grants to you the non-exclusive right to use this software only for operation of the units for which the part was provided. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, disassemble, decompile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this Contract by the transferee.

Otis may at its sole and absolute discretion employ remote diagnostics and predictive analytics to provide customized service and improve efficiency and increase your satisfaction ("Otis Service Software" or "Service Software"). The Otis Service Software is an Otis trade secret deployed pursuant to your service contract to enhance our efficiency and your experience with Otis service. The data generated by these Otis service diagnostic and predictive analytical tools shall be and remain the property of Otis. You agree

to keep the Service Software in confidence and proprietary to Otis. You will not permit others to use, access, examine, copy, disclose, reverse engineer, decompile or disassemble the Service Software for any reason. Upon termination of this Contract, regardless of the reason, Otis may disable either remotely and/or via onsite visit (which you hereby permit) such Service Software. You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy of such software.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician on an annual basis to service the elevator mainline disconnects located in the elevator equipment room.

ACCESS

You agree to provide us with a safe workplace as well as unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, debris, and other potentially hazardous conditions.

ENVIRONMENTAL PROTECTION

Otis has practices in place to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request. You assume responsibility for and agree to remove and remediate any waste or hazardous materials including but not limited to hydraulic oil spills, asbestos, or other hazardous materials in accordance with applicable laws and regulations.

MALFUNCTIONING UNITS OR DANGEROUS CONDITIONS

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE™ service. Until the problem is corrected and the malfunction or dangerous condition is eliminated, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

INSTRUCTIONS / WARNINGS

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

LOCK OUT / TAG OUT ("LOTO")

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment as set forth in this Contract.

Otis shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

RESPONSIBILITY FOR THE UNITS

It is agreed that Otis does not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

APPLICABLE CODE AND VIOLATIONS

Notwithstanding any other provision to the contrary (including without limitation provisions regarding order of precedence) whether in this document or any other contract document, Otis' work shall be performed in accordance with the applicable law, code, or regulation in effect on the date that Otis submitted to you it's initial proposal and not any subsequently changed, amended, altered, or implemented law, code, or regulation.

You assume responsibility for the cost of correcting all Elevator Code violations existing as of the Commencement Date, as well as throughout the duration of the Contract. If such Elevator Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may, in addition to any other remedies resulting from material breach of your obligations hereunder, with respect to the equipment not meeting Elevator Code requirements, cancel and remove such equipment from this Contract without penalty to Otis by providing thirty (30) days written notice.

THIRD PARTY INTERFACE

Should you require us to interface with a third party, Otis will add an appropriate fee to cover the additional cost associated with this service.

ELECTRICAL AND LIGHTING REQUIREMENTS

You agree to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits.

ACCIDENT

You will provide Otis with written notice within twenty-four (24) hours after occurrence of any accident or incident in or about the elevator (s) and/or escalator(s) that leads to any injury or is alleged to cause any injury. You will provide such written notice to us, and if required by law, to any local authorities. You further agree to preserve any parts that are replaced after such an incident.

ENTRAPMENT

In the event of an entrapment, you will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. You agree that your agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway. Any entrapment responded to by Otis shall be treated as a chargeable service request unless otherwise deemed covered under this Contract by Otis.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the units.

PRIVACY

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may transfer information subject to corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis or its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

PURCHASE ORDERS

Any purchase order issued by you in connection with services to be provided by Otis shall be deemed to be issued for your administrative or billing identification purposes only, and shall not be binding upon Otis under any circumstance. The parties agree that the terms and conditions contained herein will exclusively govern the services to be provided.

MATERIAL BREACH BY CUSTOMER

Failure to pay any sum due by you within sixty (60) days will be considered a material breach under this Contract. You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month (18% per annum), or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, legal fees) incurred by us to collect any overdue amounts. In addition, the following events shall constitute a material breach of your obligations under this Contract: (1) failure to notify Otis of a dangerous condition or malfunction, or for a Unit that has a dangerous condition or is malfunctioning, to take the unit out of service; (2) failure to provide unrestricted and safe access to all areas of the building in which any part of the Units are located; (3) failure to provide a safe workplace or failure to adhere to our safety requirements; (4) failure to remove hazardous waste; (5) failure to adhere to lock-out/tag-out procedures; (6) failure to upgrade, improve or modernize the Units if Otis reasonably determines that such Units are unsafe to employees, inspectors or the riding public without such upgrades, improvements or modernization; and/or (7) failure to correct Elevator Code violations. In the event of a material breach by you, Otis shall be entitled to immediately suspend the affected Units or terminate service without prejudice to Otis, at its sole discretion.

TERMINATION FOR CUSTOMER'S BREACH

If this Contract is terminated for your material breach or for any reason other than our own default, you agree to immediately pay as liquidated damages, fifty percent (50%) of the remaining amount due under the current term of this Contract. The parties agree that quantifying Otis' losses arising from your material

breach or premature termination would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such premature termination or material breach of this Contract.

TRANSFER OF INTEREST IN PROPERTY

In the event that you sell the property or your interest in the property is terminated prior to the expiration of the Contract, you agree to undertake best efforts to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this Contract. If the new owner or successor fails to assume your obligations under the Contract, then you agree immediately to pay to Otis fifty percent (50%) of the remaining amount due under the unexpired term of the Contract as liquidated damages. The parties agree that quantifying Otis' losses arising from the failure of the new owner or successor to assume this Contract would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such failure to assume upon a transfer.

FORCE MAJEURE

Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.

LIMITATION ON DAMAGES

Other than as specifically set forth above, under no circumstances (including third party claims) will either party be liable for any indirect, special, liquidated, or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

INDEMNITY

Otis shall indemnify you for damages related to accidents and injuries to persons or property only when adjudged to have been caused by Otis' sole negligence or willful misconduct. In all other instances, you shall defend, indemnify, and hold Otis harmless against all, damages, losses, costs, and expenses (including reasonable legal fees) in connection with any claims, demands, suits or proceedings made or brought against Otis arising out of or connected with the use, repair, maintenance, operation or condition of the Units or your obligations under, or material breach of, this Contract.

THIRD PARTIES

We are not obligated to comply or contract with any 3rd party vendors or execute vendor forms not in alignment with our contract terms. While we are not obligated, to the extent that we agree to work with the third party vendor, it will be for administrative purposes only and any costs associated will be passed through to customer. In the event of a conflict between the terms and conditions of this agreement and vendor agreement, this document will prevail.

CONFIDENTIALITY

Customer shall not disclose to any third party the terms of this Contract except as required by law or as necessary for the purposes of obtaining professional legal or accounting advice. This confidentiality provision is an integral part of this Contract and is a material condition upon which this Contract is based and shall survive the termination of this Contract.

ENTIRE CONTRACT

This Contract constitutes the entire and exclusive agreement between us for the services to be provided and your authorization to perform as outlined herein. Except as otherwise expressly stated herein, all prior or contemporaneous oral or written representations or agreements regarding the subject matter herein not incorporated herein will be superseded.

This Contract will be deemed voidable, even after execution, if it is determined at Otis' discretion that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.

OUT OF SCOPE SERVICES

To the extent that work order or purchase order numbers are required for work not included in the scope of this agreement, you agree to provide the required information at the time of service request. Failure to provide all required valid information at the time of the service request does not release your obligations to make payment for completed out of scope services in accordance with the payment terms of this agreement.

AMENDMENT

This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed by an authorized representative of Otis.

Signature Service

SUBMITTED BY: Emily Jarvis
TITLE: Senior Associate, Modernization Sales
E-MAIL: Emily.Jarvis@otis.com

Accepted in Duplicate

City of Gulfport	Otis Elevator Company
Date:_____	Date:_____
Signed:	Signed:
_____	_____
Print Name: _____	Print Name: Francois Camenzuli
Title: _____	Title: Sr Manager & GM, New Orleans
Email: _____	Email: Francois.Camenzuli@otis.com

Company Name: City of Gulfport

□ Principal, Owner or Authorized Representative of Principal or Owner

□ Agent _____

OTIS LUBRICATE & SURVEY

BILL TO INFORMATION	ACCOUNTS PAYABLE CONTACT
Company Name: City of Gulfport	Name:
Address:	Phone Number:
Address 2:	Email:
City:	Email Address for Invoice Delivery:
State:	Email Address for Statement Delivery (if different from above):
Zip Code:	

TAX STATUS

Are you tax exempt? (Check one)

Yes	No

If yes, please provide tax exempt certificate

PURCHASE ORDER & WORK ORDER REQUIREMENTS

Contractual Services

Do you require a Purchase Order to be listed on your invoices for this service agreement (Check one)?

Yes	No

If yes to above, please provide contact for PO renewal:

Name: _____

Phone: _____

Email Address: _____

Purchase Order Expiration Date: _____

Purchase Order Number: _____

Purchase Order Renewal Frequency (Check one)

Monthly	Quarterly	Annual

NON-CONTRACTUAL SERVICES

	Yes	No
Do you require a Purchase Order to be listed on your invoices for work NOT included in this service agreement (Check one)? (If a purchase order is required for service calls to be billed, service calls will not be dispatched without a PO except in the event of an entrapment)		

If providing a blanket PO, please provide PO# and value:

PO#	Value

WORK ORDER MANAGEMENT

	Yes	No
Do you require enrollment in a workorder management system?		

Please provide system name: _____

CERTIFICATE OF INSURANCE

	Yes	No
Do you require a certificate of insurance?		

If yes to above, please provide the below for your certificate of insurance:

Certificate Holder Name: _____

Certificate Holder Address: _____

Email address for delivery of certificate:

(If not provided, the certificate will be sent out via standard mail to the certificate holder address) _____

	Yes	No
Do you require upload of your certificate to a third party site?		

If yes, please provide site name: _____

Signature Service

Signature Contract

Signature Service

ACCOUNT NAME & ADDRESS	City of Gulfport 2309 15th Street Gulfport, MS 39501
CUSTOMER NAME & CONTACT INFO	Jessica Versiga (228) 868-5773 jversiga@gulfport-ms.gov

CONTRACT SUMMARY

MAINTENANCE	Overview of your preventative maintenance plan and which parts are included
RELIABILITY & RESPONSIVENESS	Details concerning the level of coverage you have along with Otis' method for ensuring timely dispatching and parts availability to meet your needs
COMMUNICATION	Summary of the many ways for you to communicate with us and receive information from us
SAFETY & ENVIRONMENT	Safety is our number one priority- this section includes an outline of safety features and activities pertaining to your equipment
SCHEDULE & CLARIFICATIONS	Terms and conditions about our regular working hours, insurance coverage and legal requirements
PAYMENT & ACCEPTANCE	Price and term of agreement followed by the signatory area and billing information

COVERAGE TERMS	**Price : $1,300.00 per month, payable monthly in advance** **Duration : one (1) year(s)**
DELIVERING THE PROMISE	*We look forward to delighting you with world class service.*

Otis Elevator Company
M:

For emergencies:
OTISLINE® Customer Care 800.233.6847

1013 Harimaw Court West, Suite B
METAIRIE, LA 70001
otis.com

OTIS
Confidential

Signature Service

Otis Service

6/21/2024

CUSTOMER NAME
City of Gulfport
2309 15th Street
Gulfport, MS 39501

OTIS ELEVATOR COMPANY
1013 Harimaw Court West, Suite B
METAIRIE, LA 70001

PROJECT LOCATION
Gulfport Harbor Mater
1133 20th Ave
Gulfport, MS 39501

Gulfport Police Department
2220 15th St
Gulfport, MS 39501

Jones Building
1422 23rd Ave
Gulfport, MS 39501

Hardy Building
1410 24th Ave
Gulfport, MS 39501

Carnegie Library
1300 24th Ave
Gulfport, MS 39501

PROPOSAL NUMBER
QTE-001936957

OTIS SERVICE

Otis Elevator Company or "we" agree to furnish Otis Service to Customer or "you" on the equipment ("Units") described below as set forth in this Contract.

EQUIPMENT DESCRIPTION

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	Gearless Belted MRL	Kone		UNIT-001179495
7	Hydraulic	Schindler, Independent	El 4	UNIT-001179502, UNIT-001179501, UNIT-001189254, UNIT-001179505, UNIT-001179504, UNIT-001179503, UNIT-001179491

CONTRACT PRICE

The contract gross price is one thousand three hundred dollars ($1,300.00) per month, payable monthly in advance.

If you select a different payment frequency, please initial next to the discount to be applied to your contract price.

Billing Frequency	Discount	Initial to Accept
Quarterly	-1%	
Semi-annually	-3%	
Annually	-4%	

TERM & RENEWAL

The Commencement Date will be 10/1/2024. The initial term of this Contract will be for one (1) year(s) beginning on the Commencement Date.

This Contract will automatically renew for successive one (1) year terms unless terminated by either party by giving written notice to the other party at least 90 days, but no more than 120 days prior to the end of the then-current term.

PAYMENT

Payments will be due and payable on or before the first day of each month for the term of the Contract, in accordance with the payment instructions on your invoice. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

INVOICE DELIVERY

The standard method of invoice delivery is via email. Please provide your email address(es) in the bill to section of this document. You agree to immediately update us with any changes to the invoice delivery email address(es). If you wish to receive your invoices via Mail, an additional fee of $5.00 per month will be added to your monthly contract price.

Alternate Invoice Delivery Method	Additional Cost	Initial to Accept
Mail	$5.00	

AUTOPAY

Visit https://otis.payinvoicedirect.com to register for autopay to automatically debit your bank account for your invoice payments.

PRICE ADJUSTMENT

The Contract Price will be adjusted on the Commencement Date anniversary or as of the effective date of any labor rate increase by the percentage increase in the straight time hourly labor cost under the International Union of Elevator Constructors. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, Otis may adjust the Contract Price as a result of any

substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs. If the price adjustment date and billing frequency do not align, the price adjustment date will be changed to ensure continued alignment with the billing frequency.

OTIS MAINTENANCE MANAGEMENT SYSTEM™ (OMMS™)

We will use the Otis Maintenance Management System (OMMS™) preventative maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS™ scheduling system, which will be used to plan maintenance activities in advance.

MAINTENANCE

Otis will maintain the Units using trained personnel directly employed and supervised by us, or through the use of remote monitoring or other technology in Otis' sole discretion. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. The maintenance will not include repair, but will include inspection, lubrication and, in Otis' discretion, minor adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except main line disconnect).
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

In addition to other exclusions set forth in this Contract, this Contract does not include any service of parts that are not listed above. No service other than that specifically stated as covered in this Contract is included or intended. Furthermore, this Contract does not cover any service that requires disassembly, exceeds two (2) hours of service time, or requires a team of two (2) or more personnel. If any services that are not covered are later requested by you, you agree to pay extra at our regular billing rates or overtime rates, as may be applicable.

PARTS COVERAGE

Unless excluded elsewhere in the Contract if necessary, due to normal usage and wear, Otis will repair or replace the following parts at its sole discretion: motor brushes, operating-switch and relay components,

plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except main line disconnect). Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

PARTS INVENTORY

Otis will, during the term of this Contract, use commercially reasonable efforts to maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any such parts or items shall remain our property until installed in the Units.

QUALITY CONTROL

Otis will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and ASME A17.1 Code ("Code" or "Elevator Code") consultation to support our maintenance organization.

CUSTOMER REPRESENTATIVE

As a service to you, and at your request, an Otis representative will be available to discuss with you about modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMSTM program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn and you agree to not hold or seek to hold Otis responsible or liable whatsoever in connection with, arising out of, or related to any recommendation or alleged duty to or failure to warn.

REPORTS – CUSTOMER PORTAL

We will use the OMMS™ program to record completion of maintenance procedures. We will, at your request, provide you access to the Customer Portal, our proprietary customer interface that permits you to access electronic records of repair, completed maintenance procedures and service call history for the Unit(s) during the prior twelve (12) months. You will be responsible for obtaining Internet access to use the Customer Portal.

SAFETY

We will conduct safety tests only if required by the applicable Elevator Code in effect on the Commencement Date of the initial term. Tests that are subsequently required by the applicable Elevator Code or authority having jurisdiction are not covered under this Contract, but may be performed for an additional charge which shall be presented at the time of request to perform any such additional test. We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

SAFETY TESTS – TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, over-speed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed. As required by Code, we will measure the coated steel belts for safety using a method approved by the manufacturer.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building and or you will be responsible for all of the cost associated with the repairs necessary

to bring the unit in compliance with the applicable Codes. If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service for an additional charge on an open order basis. You will be responsible for the costs associated with such testing and service.

24 – HOUR DISPATCHING

Otis will, at your request, provide you with access to the Customer Portal and our OTISLINE™ 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on the Customer Portal or through an OTISLINE™ customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as chargeable service request. Any service required outside of normal working hours will be billed to you in accordance with the work schedule detail below.

TRAVEL TIME AND EXPENSE

In the event there is a service call that is deemed billable by us as being out of the maintenance scope, you agree to pay us travel time and expenses at our regular or overtime billing rates as applicable from the time of dispatch to the building under contract and return.

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a service request is a response by Otis to a request for service for assistance made (a) by the customer or customer representative; (b) by the building or building representative ; (c) by emergency personnel ; (d) through the ADA phone line ; and/or (e) through REM™ monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.
Regular working days: Monday – Friday excluding holidays.

OVERTIME SERVICE REQUESTS

Service requests outside of regular working hours will be billed at standard overtime rates.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

PRE-MAINTENANCE
You agree to the completion of the pre-maintenance repairs and conditions identified in proposal # QTE-001766431 dated 10/26/2023 at the cost specified therein. Completion of the pre-maintenance work is a condition precedent Otis obligations under this Contract.

SITE SURVEY LANGUAGE
MAINTENANCE QUOTE CONTINGENT UPON THE FOLLOWING:
1. Written approval by Otis.
2. The unit(s) being in a code compliant and a satisfactory condition as deemed by Otis at the time of the commencement date listed in this contract.

3. Pre-existing conditions and/or pre-maintenance repairs will not be covered under this contract. Otis reserves the right to survey equipment prior to commencement of contract and submit pricing for item(s) not covered. If Otis surveys equipment and the parties are unable to agree on survey findings or pricing for items not covered, the contract can be cancelled by either party.

EXCLUSIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers. Further, we will not be responsible for, required, or liable: (i) to perform any tests other than those required by applicable Elevator Code in effect on the Commencement Date of the initial term; (ii) to make any replacements with parts of a different design or type or where the original item has been replaced by an item of a different design; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, upgrade or modernize Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including but not limited to parts for which the original design is no longer manufactured or available for sale by the original equipment manufacturers or that is replaceable only by fabrication or purchase from a different after-market distributor or manufacture; (vii) to replace or repair any equipment (except Screen equipment set forth below) more than twenty (20) years and one calendar day from the original installation date; (viii) to repair or replace any touch screen, touch pad, tactile pad including without limitation LCD, LED, CRT, TFT, DLP, Plasma, or OLED screens (such as, but not limited to, Otis Compass screens) (collectively "Screen") or any component or part directly connected to the Screen for up to and no more than one (1) year and one calendar day from the original installation date; (ix) to provide reconditioned or used parts; (x) to make any replacements, renewals, repairs or provide any service necessitated by reason of any cause beyond our control including, but not limite/d to, fire, explosion, theft, floods, water, weather, epidemic, pandemic, quarantine, earthquake or other act of nature or God, vandalism, misuse, abuse, mischief, or repairs by others. Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), or excessive humidity.

UPGRADES

The options and features associated with the service for your unit are priced based upon options and features selected by you and available on your contract start date. Additional features and options released after your contract start date may not be available to you or may be made available to you only at additional cost. These features are designed to operate in the current technological environment.

OTIS SERVICE EQUIPMENT, SOFTWARE, AND ANALYTICS

Any counters, meters, tools, machinery, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose

whatsoever. If the Contract or service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this Contract. Otis grants to you the non-exclusive right to use this software only for operation of the units for which the part was provided. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, disassemble, decompile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this Contract by the transferee.

Otis may at its sole and absolute discretion employ remote diagnostics and predictive analytics to provide customized service and improve efficiency and increase your satisfaction ("Otis Service Software" or "Service Software"). The Otis Service Software is an Otis trade secret deployed pursuant to your service contract to enhance our efficiency and your experience with Otis service. The data generated by these Otis service diagnostic and predictive analytical tools shall be and remain the property of Otis. You agree to keep the Service Software in confidence and proprietary to Otis. You will not permit others to use, access, examine, copy, disclose, reverse engineer, decompile or disassemble the Service Software for any reason. Upon termination of this Contract, regardless of the reason, Otis may disable either remotely and/or via onsite visit (which you hereby permit) such Service Software. You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy of such software.

QUALITY AUDITS

Otis may periodically conduct audits not only to assess the functionality of your equipment, but also to assess more broadly Otis product and service offerings, to understand usage, performance, or to simply evaluate the products and determine next generation. Otis shall own this information. This audit activity may be done on-site by Otis personnel or remotely through Otis Service equipment installed on your unit depending upon the audit purpose.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician on an annual basis to service the elevator mainline disconnects located in the elevator equipment room.

ACCESS

You agree to provide us with a safe workplace as well as unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, debris, and other potentially hazardous conditions.

ENVIRONMENTAL PROTECTION

Otis has practices in place to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request. You assume responsibility for and agree to remove and remediate any waste or hazardous materials including but not limited to hydraulic oil spills, asbestos, or other hazardous materials in accordance with applicable laws and regulations.

MALFUNCTIONING UNITS OR DANGEROUS CONDITIONS

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE™ service. Until the problem is corrected and the malfunction or dangerous condition is eliminated, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

INSTRUCTIONS / WARNINGS

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

LOCK OUT / TAG OUT ("LOTO")

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment as set forth in this Contract. Otis shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

RESPONSIBILITY FOR THE UNITS

It is agreed that Otis does not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

APPLICABLE CODE AND VIOLATIONS

Notwithstanding any other provision to the contrary (including without limitation provisions regarding order of precedence) whether in this document or any other contract document, Otis' work shall be performed in accordance with the applicable law, code, or regulation in effect on the date that Otis submitted to you it's initial proposal and not any subsequently changed, amended, altered, or implemented law, code, or regulation.

You assume responsibility for the cost of correcting all Elevator Code violations existing as of the Commencement Date, as well as throughout the duration of the Contract. If such Elevator Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may, in addition to any other remedies resulting from material breach of your obligations hereunder, with respect to the equipment not meeting Elevator Code requirements, cancel and remove such equipment from this Contract without penalty to Otis by providing thirty (30) days written notice.

THIRD PARTY INTERFACE

Should you require us to interface with a third party, Otis will add an appropriate fee to cover the additional cost associated with this service.

ELECTRICAL AND LIGHTING REQUIREMENTS

You agree to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits.

ACCIDENT

You will provide Otis with written notice within twenty-four (24) hours after occurrence of any accident or incident in or about the elevator (s) and/or escalator(s) that leads to any injury or is alleged to cause any injury. You will provide such written notice to us, and if required by law, to any local authorities. You further agree to preserve any parts that are replaced after such an incident.

ENTRAPMENT

In the event of an entrapment, you will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. You agree that your agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway. Any entrapment responded to by Otis shall be treated as a chargeable service request unless otherwise deemed covered under this Contract by Otis.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the units.

TELEPHONE

Otis shall not be liable for any claim, injury, delay, death or loss or property, or damage resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to OTISLINE™ where there is no verbal response to the OTISLINE™ operator. It is your responsibility to maintain the telephone equipment and have a representative available to receive and respond to OTISLINE™ calls.

PRIVACY

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may transfer information subject to corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis or its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii)

an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

PURCHASE ORDERS

Any purchase order issued by you in connection with services to be provided by Otis shall be deemed to be issued for your administrative or billing identification purposes only, and shall not be binding upon Otis under any circumstance. The parties agree that the terms and conditions contained herein will exclusively govern the services to be provided.

MATERIAL BREACH BY CUSTOMER

Failure to pay any sum due by you within sixty (60) days will be considered a material breach under this Contract. You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month (18% per annum), or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, legal fees) incurred by us to collect any overdue amounts. In addition, the following events shall constitute a material breach of your obligations under this Contract: (1) failure to notify Otis of a dangerous condition or malfunction, or for a Unit that has a dangerous condition or is malfunctioning, to take the unit out of service; (2) failure to provide unrestricted and safe access to all areas of the building in which any part of the Units are located; (3) failure to provide a safe workplace or failure to adhere to our safety requirements; (4) failure to remove hazardous waste; (5) failure to adhere to lock-out/tag-out procedures; (6) failure to upgrade, improve or modernize the Units if Otis reasonably determines that such Units are unsafe to employees, inspectors or the riding public without such upgrades, improvements or modernization; and/or (7) failure to correct Elevator Code violations. In the event of a material breach by you, Otis shall be entitled to immediately suspend the affected Units or terminate service without prejudice to Otis, at its sole discretion.

TERMINATION FOR CUSTOMER'S BREACH

If this Contract is terminated for your material breach or for any reason other than our own default, you agree to immediately pay as liquidated damages, fifty percent (50%) of the remaining amount due under the current term of this Contract. The parties agree that quantifying Otis' losses arising from your material breach or premature termination would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such premature termination or material breach of this Contract.

TRANSFER OF INTEREST IN PROPERTY

In the event that you sell the property or your interest in the property is terminated prior to the expiration of the Contract, you agree to undertake best efforts to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this Contract. If the new owner or successor fails to assume your obligations under the Contract, then you agree immediately to pay to Otis fifty percent (50%) of the remaining amount due under the unexpired term of the Contract as liquidated damages. The parties agree that quantifying Otis' losses arising from the failure of the new owner or successor to assume this Contract would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such failure to assume upon a transfer.

FORCE MAJEURE

Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.

LIMITATION ON DAMAGES

Other than as specifically set forth above, under no circumstances (including third party claims) will either party be liable for any indirect, special, liquidated, or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

INDEMNITY

Otis shall indemnify you for damages related to accidents and injuries to persons or property only when adjudged to have been caused by Otis' sole negligence or willful misconduct. In all other instances, you shall defend, indemnify, and hold Otis harmless against all, damages, losses, costs, and expenses (including reasonable legal fees) in connection with any claims, demands, suits or proceedings made or brought against Otis arising out of or connected with the use, repair, maintenance, operation or condition of the Units or your obligations under, or material breach of, this Contract.

INSURANCE

Otis agrees to maintain the following insurance throughout the term of the Contract: General Liability coverage in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate; Automobile Liability in the amount of $1,000,000 Combined Single Limit for Bodily Injury and Property Damage; Worker's Compensation in accordance with applicable statutory requirements, and Employer's Liability for: (i) bodily injury by each accident, up to the $1,000,000 applicable annual limit per insured, (ii) bodily injury by disease, each employee up to the $1,000,000 applicable annual limit per insured. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. Otis does not participate in SDI programs.

Customer must provide Otis at least 30 days advance notice of certificate holder changes required. Your failure to provide this required notice does not release your obligations to make timely payment under this agreement in accordance with the payment terms.

CERTIFICATES

If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages.

THIRD PARTIES

We are not obligated to comply or contract with any 3rd party vendors or execute vendor forms not in alignment with our contract terms. While we are not obligated, to the extent that we agree to work with the third party vendor, it will be for administrative purposes only and any costs associated will be passed through to customer. In the event of a conflict between the terms and conditions of this agreement and vendor agreement, this document will prevail.

CONFIDENTIALITY

Customer shall not disclose to any third party the terms of this Contract except as required by law or as necessary for the purposes of obtaining professional legal or accounting advice. This confidentiality provision is an integral part of this Contract and is a material condition upon which this Contract is based and shall survive the termination of this Contract.

ENTIRE CONTRACT

This Contract constitutes the entire and exclusive agreement between us for the services to be provided and your authorization to perform as outlined herein. Except as otherwise expressly stated herein, all prior or

contemporaneous oral or written representations or agreements regarding the subject matter herein not incorporated herein will be superseded.

This Contract will be deemed voidable, even after execution, if it is determined at Otis' discretion that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.

OUT OF SCOPE SERVICES

To the extent that work order or purchase order numbers are required for work not included in the scope of this agreement, you agree to provide the required information at the time of service request. Failure to provide all required valid information at the time of the service request does not release your obligations to make payment for completed out of scope services in accordance with the payment terms of this agreement.

AMENDMENT

This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed by an authorized representative of Otis.

Signature Service

SUBMITTED BY: Emily Jarvis
TITLE: Senior Associate, Modernization Sales
E-MAIL: Emily.Jarvis@otis.com

Accepted in Duplicate

City of Gulfport	Otis Elevator Company
Date:_____	Date:_____
Signed:	Signed:
_____	_____
Print Name: _____	Print Name: Francois Camenzuli
Title: _____	Title: Sr Manager & GM, New Orleans
Email: _____	Email: Francois.Camenzuli@otis.com

Company Name: City of Gulfport

□ Principal, Owner or Authorized Representative of Principal or Owner

□ Agent _____

OTIS SERVICE

Signature Service

BILL TO INFORMATION	ACCOUNTS PAYABLE CONTACT
Company Name: City of Gulfport	Name:
Address:	Phone Number:
Address 2:	Email:
City:	Email Address for Invoice Delivery:
State:	Email Address for Statement Delivery (if different from above):
Zip Code:	

OTIS SERVICE

TAX STATUS

Are you tax exempt? (Check one)

Yes	No

If yes, please provide tax exempt certificate

PURCHASE ORDER & WORK ORDER REQUIREMENTS

Contractual Services

Do you require a Purchase Order to be listed on your invoices for this service agreement (Check one)?

Yes	No

If yes to above, please provide contact for PO renewal:

Name:

Phone:

Email Address:

Purchase Order Expiration Date:

Purchase Order Number:

	Monthly	Quarterly	Annual
Purchase Order Renewal Frequency (Check one)			

NON-CONTRACTUAL SERVICES

	Yes	No
Do you require a Purchase Order to be listed on your invoices for work NOT included in this service agreement (Check one)? (If a purchase order is required for service calls to be billed, service calls will not be dispatched without a PO except in the event of an entrapment)		

If providing a blanket PO, please provide PO# and value:

PO#	Value

WORK ORDER MANAGEMENT

	Yes	No
Do you require enrollment in a workorder management system?		

Please provide system name: _____

CERTIFICATE OF INSURANCE

	Yes	No
Do you require a certificate of insurance?		

If yes to above, please provide the below for your certificate of insurance:

Certificate Holder Name: _____

Certificate Holder Address: _____

Email address for delivery of certificate:

(If not provided, the certificate will be sent out via standard mail to the certificate holder address) _____

	Yes	No
Do you require upload of your certificate to a third party site?		

If yes, please provide site name: _____

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 _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AGREEMENT WITH OTIS ELEVATOR COMPANY FOR ELEVATOR SERVICING AND MAINTENANCE AT THE LEISURE SERVICES BUILDING ON COURTHOUSE ROAD; AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport requires ongoing and routine elevator maintenance and repair service at the Leisure Services Building on Courthouse Road; and

WHEREAS, Otis Elevator Company has indicated that is ready, willing and able to provide the required elevator maintenance repair services at the stated location; and

WHEREAS, Otis has provided the attached proposed agreement for consideration and approval thereof is believed to be 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 contract for elevator maintenance and repair service as attached hereto as Exhibit "A" between the City of Gulfport and Otis Elevator Service be and the same is hereby approved to the extent that it complies with Mississippi law, and the Mayor is authorized to execute and deliver the same on behalf of the City of Gulfport.

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

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, 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 _____, 2024.

(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 _____, 2024.

APPROVED:

_____

MAYOR

EVENTS DIVISION

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5789

MEMORANDUM

TO: City Councilmembers
Billy Hewes, Mayor
Wayne Miller, Chief Administrative Officer

FROM: William Lehman, Assistant Director of Leisure Services

DATE: August 7th, 2024

RE: 2024 Gulfport Harbor Lights Winter Festival Leo Seal Agreement

The Events Division seeks approval to implement the proposed Leo Seal Agreement for the usage of the Leo Seal Plaza during select nights at the 2024 Gulfport Harbor Lights Winter Festival.

Exhibit "B" is an agreement that outlines what they receive as well as payment terms etc. The agreement also informs Lessors of the potential of guests wandering into their event space during the time of the festival. This agreement also outlines they do not have exclusive access to the rest of the park, including the Barksdale Pavilion.

Thank you for your consideration. Should you have any questions or require further information, please do not hesitate to contact us.

William Lehman
Assistant Director
Department of Leisure Services

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 _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE FORM LICENSE AGREEMENT IN CONNECTION WITH THE GULFPORT HARBOR LIGHTS WINTER FESTIVAL, TO AUTHORIZE THE ASSISTANT DIRECTOR OF LEISURE SERVICES TO EXECUTE THE SAME AS MAYOR'S DESIGNEE, AND FOR RELATED PURPOSES

WHEREAS, the 2024 Harbor Lights Winter Festival will soon be lighting up Jones Park and an increasingly larger group of vendors will be present to ensure that Festival visitors' experience is one that they will long remember; and

WHEREAS, to facilitate the use of the Leo Seal Plaza by groups or entities during the Festival, a License Agreement has been developed for use in connection with the Harbor Lights Festival; and

WHEREAS, the attached form License Agreement (see Exhibit "A" hereto) is intended to be used by the City to outline the terms and provisions applicable to the use of the Leo Seal Plaza during the Harbor Lights Winter Festival by groups or entities desiring to hold separate events at the Festival; and

WHEREAS, to promote efficiency in execution of the License Agreements, the Mayor desires to elect the Assistant Director of Leisure Services to execute the same on behalf of the City, subject to the executed License Agreements being ratified by and spread across the minutes of the City Council.

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 lICENSE Agreement be and the same is hereby approved in the form as is found in Exhibit "A" to this resolution, and that the Assistant Director of Leisure Services, as the Mayor's designee, be and is hereby authorized to execute the License Agreement found in Exhibit "A" to this resolution subject to the executed License Agreements being ratified by the City Council and spread across the minutes of the City Council.

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 _____, 2024.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2024.

_____

MAYOR

Leo Seal Plaza License Agreement for
Gulfport Harbor Lights Winter Festival

This License Agreement ("Agreement") is made and entered into on [Date], by and between the City of Gulfport, Mississippi ("Licensor") and [Renter's Name/Organization] ("Licensee").

1. License Details
1.1 License Period. The Leo Seal Plaza ("Venue") is reserved for use by the Licesnee on December ___, 2024. In the event the Harbor Lights Winter Festival is closed on that night for weather reasons or other reasons solely within the control of Licensor, Licensor will work with Licensee to reschedule the event. Should the Licensor and Licensee not be able to agree on a date for the rescheduled event, fees will be refunded as set forth in Section 4.2 below. The Licensee's planned event is considered to be a _____ event as per the definitions found in Section 1.2 below. The Licensee's event is described as follows:
_____.

1.2 License Rates and Inclusions:

1.2.1 Small Events
- Rate: $250.00
- Includes:
  - 25 Admission Tickets for the night of rental
  - Use of the Venue from 5:30 PM to 9:30 PM on the rental date
- Additional Admission Tickets:
  - $5.00 per ticket for any tickets beyond the initial 25

1.2.2 Large Events (over 500 attendees)
- Rate: $250.00
- Includes:
  - Use of the Venue from 5:30 PM to 9:30 PM on the rental date
- Additional Admission Tickets:
  - $2.50 per ticket, to be purchased in advance (regular price at the admission booth)

2. Payment Terms
2.1 Full Payment. The full license fee as set forth in 1.2 above, including any and all additional costs for extra admission tickets, must be paid in full no later than two (2) days before the rental date.

3. Responsibilities of the Licensee
3.1 Use of Venue. The Licensee agrees to use the Venue only for the purpose specified and to comply with all applicable municipal, state and federal laws and regulations. The Licensee has access only to the Leo Seal Plaza and does not have exclusive rights to the Barksdale Pavilion or other areas of the Gulfport Harbor Lights Winter Festival. As the event is open to the public, it is expressly understood by Licensee that other visitors may wander into the Leo Seal Plaza area during the specified event.

3.2 Clean-Up. The Licensee is responsible for leaving the Venue in the same condition it was found. Any damage or excessive clean-up required will be billed to the Licensee and Licensee agrees to pay the same within fifteen (15) days after receipt of the bill.

3.3 Insurance. The Licensee is required to obtain general liability insurance with policy limits of $1,000,000.00 or more for the event and provide proof of insurance to the Licensor.

4. Cancellation Policy
4.1 Cancellation by Licensee. If the Licensee cancels the rental, the full rental fee is non-refundable.
4.2 Cancellation by Licensor. In the event the Licensor must cancel the rental for any reason, the Licensee will receive a full refund of all payments made.

5. Indemnification
The Licensee agrees to indemnify and hold harmless the Licensor from any claims, damages, or liabilities arising out of the Licensee's use of the Venue and presence or its guests at the Harbor Lights Winter Festival.

6. Governing Law
This Agreement shall be governed by and construed in accordance with the laws of the state of Mississippi.

7. Entire Agreement
This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, oral or written, related to the rental of the Venue.

8. Signatures
Licensor:
City of Gulfport
By: _____
Name: [Licensor's Representative Name]
Title: [Title]
Date: _____
Licensee:
[Licensee's Name/Organization]
By: _____
Name: [Licensee's Representative Name]
Title: [Title]
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 _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE PRICING STRUCTURE FOR THE 2024 HARBOR LIGHTS WINTER FESTIVAL, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, annually, invites residents and visitors to our City to a winter wonderland of lights in Jones Park at the City's Harbor Lights Winter Festival; and

WHEREAS, the start of the Harbor Lights Winter Festival is soon upon us and it is now necessary to set the pricing structure for the 2024 Festival in order that the ticket costs may be announced to the public well in advance of the start of the event; and

WHEREAS, the ticket revenue from the event is necessary to cover most of the costs associated with the Festival, which costs include, but are not limited to, set-up and break-down, security, personnel, entertainment, credit card related fees and charges, portolets, signage, sound equipment, and, of course, costs associated with Santa and Mrs. Claus; and

WHEREAS, the City's Assistant Director of Leisure Services, William Lehman, has presented a Memorandum requesting approval of the pricing structure (which includes discount days) for the 2024 Harbor Lights Winter Festival, which Memorandum is attached hereto as Exhibit "A"; and

WHEREAS, the Council finds it is in the best interest of the City to approve the pricing structure as presented by the Special Events Manager for the 2024 Harbor Lights Winter Festival.

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 ticket pricing structure, ($15.00 for adults (14 and older), $5.00 for children ages 5-13, free for children 4 and under), the ride pricing and the proposed Discount Nights as more fully set forth in Exhibit "A" hereto (Memorandum of Assistant Director of Leisure Services, William Lehman) be and the same is hereby approved and the City, by and through the Department of

Leisure Services is authorized to charge said fees (i.e., ticket costs) to those who visit the 2024 Harbor Lights Winter Festival to assist with covering the costs, as more fully set forth in the preamble hereto, associated with the event.

Section 3. That the complimentary tickets for employees of the City of Gulfport are recognized as a benefit of employment as per prior action of this Council.

Section 4. That the Governing Authority of the City of Gulfport finds that the City of Gulfport benefits from complimentary tickets being provided to the event sponsors (Island View and Allen Beverages) and to H2O Innovation & Maintenance and the Armed Forces Retirement Home; 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), providing of the complimentary tickets in the numbers set forth in Exhibit "A" (up to 40 for the Armed Forces Retirement Home) hereto is an acceptable form of advertising and 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.

Section 5. 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 _____, 2024.

(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 _____, 2024.

APPROVED:

_____

MAYOR

EVENTS DIVISION

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5789

MEMORANDUM

TO: City Councilmembers
Billy Hewes, Mayor
Wayne Miller, Chief Administrative Officer

FROM: William Lehman, Special Events Manager

DATE: August 7th, 2024

RE: 2024 Gulfport Harbor Lights Winter Festival Ticket Prices, Discounts & Comps

The Events Division seeks approval to implement the proposed ticket pricing structure for the 2024 Gulfport Harbor Lights Winter Festival.

The pricing structure approved and implemented in 2023 was highly successful, and as such, we propose maintaining the same rates for the 2024 festival. Please refer to the attached document for the detailed pricing structure.

In response to the growing interest in large group and party events, we propose the introduction of the Leo Seal Plaza as a designated "Party Area." This area will be available for company events on the following dates: December 2nd, 3rd, 4th, 9th, 10th, and 11th. One rental package will include 25 admission tickets, with the option to purchase additional tickets at a rate of $5.00 each. The rental will grant exclusive use of the Leo Seal Plaza from 5:30 PM to 9:30 PM on the selected night. We propose a rental fee of $250.00 for this package. For larger events exceeding 500 participants, we recommend setting a rental fee of $250.00, excluding admission tickets, with admission tickets available for $2.50 each.

Thank you for your consideration. Should you have any questions or require further information, please do not hesitate to contact us.

William Lehman
Special Events Manager
Office of the CAO

Admission:

- General (13 and up):
  - $15 - Sunday through Thursday Nights
    - Excluding Christmas Night
  - $20 – Friday and Saturday Nights
    - Including Christmas Night (Wednesday)
- Children (4 – 12): $5
  - Nightly
- Children (0 – 3): FREE
  - Nightly

Rides:

- Train: $6
- Ferris Wheel: $6
- Carousal: $5
- Berry-Go-Round: $4
- Swing Ride: $4
- Armbands: $20
  - Mondays through Wednesdays
  - Until December 11th
  - Includes ALL rides

Complimentary Tickets:

- Island View Casino (Sponsor – 4,500)
- Allen Beverages – Pepsi (Sponsor – 450)
- H2O Employees (4 – per employee)
- City of Gulfport Employees (4 – per employee)
- Veteran's Retirement Home in Gulfport

Discount Ticket Nights:

- General Admission: $5
  - Mondays through Wednesdays
  - Until December 11th
  - Includes: Military, First Responders, Teachers, Seniors, and Gulfport Locals

Leo Seal Rental:

- Rental Rate **Available select nights Monday through Wednesday until December 11th
  - Small Events: $250.00
    - Includes:
      - 25 Admission Tickets the night of rental
      - Use of Leo Seal Plaza from 5:30pm to 9:30pm the night of the rental
    - Additional:
      - $5.00 Admission Tickets (after 25)
  - Large Events (over 500 in attendance): $250.00
    - Includes:
      - Use of Leo Seal Plaza from 5:30pm to 9:30pm the night of the rental
    - Additional:
      - $2.50 Admission Tickets (must be purchased before hand, regular price at admission booth)

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 _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE SERVICE AGREEMENTS WITH TURF MASTERS LAWN CARE, INC. D/B/A CHRISTMAS DÉCOR FOR SERVICES IN CONNECTION WITH THE HARBOR LIGHTS WINTER FESTIVAL, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport is preparing for the 2024 Harbor Lights Winter Festival to be held in Jones Park; and

WHEREAS, among the services required to ensure the success of the 2024 Harbor Lights is the installation and removal of mini lights at the Barksdale and Market Pavilions and the installation and removal of lighting on vegetation in Jones Park as more fully described in the Memorandum of Events Manager Billy Lehman which is attached hereto as a part of Exhibit "A"; and

WHEREAS, Turf Masters Lawn Care, Inc. d/b/a Christmas Decor has proposed doing the required work, as more fully set forth in the proposals attached hereto as a part of Exhibit "A"; and

WHEREAS, approval of the said proposal and issuance of a Purchase Order to Turf Masters Lawn Care, Inc. d/b/a Christmas Decor, for the described services is believed to be in the best interest 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 proposals of Turf Masters Lawn Care, Inc. d/b/a Christmas Decor, for installation and removal of the lighting as described herein for the 2024 Harbor Lights Winter Festival be and the same are hereby approved and the issuance of a Purchase Order for the said work is hereby authorized.

Section 3. That any City adopted requirements concerning the issuance of a Request for Proposals for the work described herein are hereby waived.

Section 4. That this Resolution be, and it is hereby ordered to be spread on the minutes of the Governing Authority, and to be in full force and effect as provided by 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 _____, 2024.

(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 _____, 2024.

APPROVED:

_____

MAYOR

EVENTS DIVISION

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5789

MEMORANDUM

TO: City Councilmembers
Billy Hewes, Mayor
Wayne Miller, Chief Administrative Officer

FROM: William Lehman, Assistant Director of Leisure Services

DATE: August 22nd, 2024

RE: 2024 Gulfport Harbor Lights Winter Festival – Turf Masters

The Events Division respectfully requests approval to enter into an agreement with Turf Masters, operating as Christmas Décor, for the 2024 Harbor Lights Winter Festival. Under this agreement, Christmas Décor will provide installation labor and equipment for the setup and takedown of city-owned lighting.

This year, we are seeking to approve a contract that reflects a 4% increase over the previous year's costs, in line with industry standards and anticipated operational expenses.

Thank you for your consideration of this request. Should you have any questions or require further information, please do not hesitate to reach out.

William Lehman
Assistant Director
Department of Leisure Services
City of Gulfport

Christmas Decor

By Turf Masters

August 20, 2024

Mr. Scorpio Normand
Dept. of Leisure Services
P.O. Box 1780
Gulfport, MS 39502

Scorpio

Per our earlier discussion, we are pleased to submit a Service Agreement proposal for installation and take-down for Christmas Lighting at Jones Park in Gulfport.

We would provide all labor and equipment to install your Christmas event lighting and decorations at Jones Park. Our team is well trained and will arrive in uniforms for each day of install and take down of the lighting as follows, per the list provided.

1. **Trees/Hedge Row/** – Install up to 6,000 strands of C-6's, 5MM and M5 for Palms, Live Oaks Cypress, Magnolias, Small Live Oaks, Deciduous Trees, Crape Myrtles, Anchor, Hedge Rows and Oleanders per owner supplied drawing. (price includes Articulating Lift & transportation)
   To be billed upon completion of install
   INSTALL PRICE $75,965.00
2. Take down / Storage – Provide labor and equipment (including lift to take down and prepare for storage for all of the above lighting and wreaths. **TAKE DOWN TOTAL PRICE $36,300.00**

Please let me know if you have any questions

Thank you in advance for your consideration.

Steve Jordan
President
Christmas Décor by Turf Masters

228-475-3665
Phone

5510 Telephone Road
Pascagoula, MS 39567

228-475-3691
Fax

Christmas Decor

By Turf Masters

August 20, 2024

Mr. Scorpio Normand
Dept. of Leisure Services
P.O. Box 1780
Gulfport, MS 39502

Scorpio

Per our earlier discussion, we are pleased to submit a Service Agreement Proposal for installation and take-down for Christmas Lighting at Jones Park Pavilions in Gulfport.

We would provide all labor and equipment to install your Christmas event lighting and decorations at the two Pavilions at Jones Park (Barksdale & Market). Our team is well trained and will arrive in uniforms for each day of install and take down of the lighting as follows, per the list provided.

1. **Install Pavilions** (2 ea.) Contractor to provide labor and equipment to install and take down approximately 3300 ea. strands of mini lights (Barksdale 2517 & Market 742) to each Pavilion, (price includes Lift & transportation)
   TOTAL PRICE $35,375.00

Please let me know if you have any questions

Thank you in advance for your consideration.

Steve Jordan
President
Christmas Décor by Turf Masters

228-475-3665
Phone

5510 Telephone Road
Pascagoula, MS 39567

228-475-3691
Fax

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 _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE GROUNDS MAINTENANCE CONTRACTS WITH KENKO'S LAWN MAINTENANCE, LLC, AND ROTOLO LANDSCAPE & MAINTENANCE, INC.
AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain grounds maintenance services for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, bids were solicited for Grounds Maintenance Contracts A, B, C and G and bids were received from six (6) contractors with the bid of Kenko's Lawn Maintenance, LLC, being determined to be the lowest and best bid as respects Contracts A, C and G and Rotolo Landscape & Maintenance, Inc., being determined to be the lowest and best bid as respects Contract B and, therefore, the City's purchasing manager has recommended that a contract for Grounds Maintenance (Contracts A, C and G) be awarded to Kenko's Lawn Maintenance (see Exhibit "A" hereto) and that that a contract for Grounds Maintenance (Contract B) be awarded to Rotolo Landscape & Maintenance, Inc., (see Exhibit "A" hereto); and

WHEREAS, the City desires to award the said contract to Kenko's Lawn Maintenance, LLC, for the properties included in Contracts A, C and G, and a proposed Grounds Maintenance Contract is attached hereto as Exhibit "B" for consideration; and

WHEREAS, the City desires to award the said contract to Rotolo Landscape & Maintenance, Inc., for the properties included in Contract B, and a proposed Grounds Maintenance Contract is attached hereto as Exhibit "B" for consideration; and

WHEREAS, approval of the award to and the proposed Grounds Maintenance Contracts with Kenko's Lawn Maintenance, LLC, and Rotolo Landscape & Maintenance, Inc., are believed to be in the best interest of the City.

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 Grounds Maintenance Contracts between the City of Gulfport and Kenko's Lawn Maintenance and between the City of Gulfport and Rotolo Landscape & Maintenance, Inc., be and it is hereby approved in the form attached hereto as Exhibit "B" and "C" respectively, and the Mayor is hereby authorized to execute and deliver the same on behalf of the City.

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 _____, 2024.

(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 _____, 2024.

APPROVED:

_____

MAYOR

CONTRACT A		Cost Per Cut					
	Acres	Rotolo	Kenko's Lawn	Heavenly Touch	King's Sprinkler	Taylor Made	Gulf Breeze
Evergreen Cemetery (South)	31.74	$ 2,851.89	$ 4,300.00	$ 4,000.00	$ 4,536.00	NO BID	$ 4,586.96
Evergreen Cemetery (North)	19.09	$ 1,419.57	$ 2,000.00	$ 3,000.00	$ 1,641.00	NO BID	$ 2,863.47
Handsboro Cemetery	1.86	$ 603.56	$ 400.00	$ 300.00	$ 708.00	NO BID	$ 368.16
Apx. Total Acreage	**52.69**	**$ 4,875.02**	**$ 6,700.00**	**$ 7,300.00**	**$ 6,885.00**	NO BID	**$ 7,818.59**

CONTRACT B		Cost Per Cut					
Property Type / Property Name	Acres	Rotolo	Kenko's Lawn	Heavenly Touch	King's Sprinkler	Taylor Made	Gulf Breeze
Bullis Park	0.44	$ 34.58	$ 70.00	NO BID	$ 50.00	$ 30.16	$ 71.59
30th Street Park	1.67	$ 104.49	$ 120.00	NO BID	$ 89.00	$ 141.44	$ 142.61
8th Ave. Park	3.31	$ 301.87	$ 200.00	NO BID	$ 190.00	$ 135.20	$ 203.91
MS City Courthouse	1.14	$ 58.65	$ 105.00	NO BID	$ 190.00	$ 72.80	$ 122.61
Broadmoor Park	0.94	$ 76.97	$ 180.00	NO BID	$ 180.00	$ 52.00	$ 163.26
East Park	1.17	$ 106.05	$ 90.00	NO BID	$ 89.00	$ 52.00	$ 82.27
Grasslawn	1.64	$ 104.50	$ 140.00	NO BID	$ 180.00	$ 92.56	$ 163.63
Herbert Wilson CC	3.52	$ 184.36	$ 200.00	NO BID	$ 225.00	$ 239.50	$ 204.53
Katie Booth CC	2.51	$ 175.86	$ 150.00	NO BID	$ 180.00	$ 182.00	$ 204.53
Owen T. Palmer Park	2.54	$ 180.14	$ 210.00	NO BID	$ 202.00	$ 156.00	$ 245.44
North Centennial Park	22.75	$ 846.28	$ 1,132.00	NO BID	$ 2,025.00	$ 1,150.24	$ 1,063.58
Centinnial Soccer fields	6.01	$ 512.33	$ 400.00	NO BID	$ 360.00	$ 1,456.00	$ 460.20
Pass Road @ C Avenue	0.01	$ 34.58	$ 50.00	NO BID	$ 50.00	$ 26.00	$ 71.59
Hill Place	0.09	$ 34.58	$ 50.00	NO BID	$ 89.00	$ 54.08	$ 71.59
Apx. Total Acreage	**47.74**	**$ 2,755.24**	**$ 3,097.00**	**NO BID**	**$ 4,099.00**	**$ 3,839.98**	**$ 3,271.34**

CONTRACT C		Cost Per Cut					
Property Type / Property Name	**Acres**	**Rotolo**	**Kenko's Lawn**	**Heavenly Touch**	**King's Sprinkler**	**Taylor Made**	**Gulf Breeze**
Bayou View Park	13.00	$ 940.07	$ 700.00	NO BID	$ 1,275.00	$ 1,028.56	$ 981.76
Washington Ave.	2.11	$ 210.42	$ 100.00	NO BID	$ 89.00	$ 79.04	$ 143.17
Bayou View Triangle	0.62	$ 60.12	$ 70.00	NO BID	$ 50.00	$ 36.40	$ 71.59
Kremer Landing	1.08	$ 66.64	$ 100.00	NO BID	$ 50.00	$ 36.40	$ 102.27
Francis X Collins Fitness	4.26	$ 593.04	$ 175.00	NO BID	$ 220.00	$ 208.00	$ 204.53
Handsboro CC	6.57	$ 221.84	$ 315.00	NO BID	$ 402.00	$ 358.80	$ 286.35
James Hill Park	11.09	$ 739.43	$ 400.00	NO BID	$ 580.00	$ 353.60	$ 490.88
Silver Ridge Park	0.38	$ 34.58	$ 70.00	NO BID	$ 85.00	$ 46.80	$ 71.59
Gulfport Lake Ier/Boat Launch / Parking Area	1.34	$ 34.59	$ 70.00	NO BID	$ 85.00	$ 52.00	$ 71.59
Apx. Total Acreage	**40.45**	**$ 2,900.73**	**$ 2,000.00**	**NO BID**	**$ 2,836.00**	**$ 2,199.60**	**$ 2,423.73**

CONTRACT G		Cost Per Cut					
Property Type / Property Name	**Acres**	**Rotolo**	**Kenko's Lawn**	**Heavenly Touch**	**King's Sprinkler**	**Taylor Made**	**Gulf Breeze**
Triangle Park	0.61	$ 60.00	$ 50.00	NO BID	$ 89.00	$ 34.27	$ 71.59
19th Street CC	3.50	$ 255.76	$ 200.00	NO BID	$ 370.00	$ 213.17	$ 245.44
28th Street Park	4.22	$ 261.20	$ 300.00	NO BID	$ 514.00	$ 278.51	$ 245.44
Charles L. Walker Sr & CC	11.33	$ 750.58	$ 400.00	NO BID	$ 1,134.00	$ 578.76	$ 736.32
Gaston Point Park	5.54	$ 391.39	$ 200.00	NO BID	$ 505.00	$ 294.58	$ 286.35
Villa Del Ray Park	0.18	$ 34.59	$ 50.00	NO BID	$ 50.00	$ 37.49	$ 71.59
Apx. Total Acreage	**25.38**	**$ 1,753.52**	**$ 1,200.00**	**NO BID**	**$ 2,662.00**	**$ 1,436.78**	**$ 1,656.73**

Grounds Maintenance Contract

AN AGREEMENT has been entered into on this _____2024 between Kenko's Lawn Maintenance, LLC, (hereinafter, "the Contractor"), and City of Gulfport, Mississippi, (hereinafter, "the Owner") for work described as:

Grounds Maintenance Services as described in Exhibit "A" in the RFP which outlines the scope of the work to be performed and the manner in which the City expects that work to be performed. Exhibit "B" outlines the contracts awarded to the Contractor (Contract G). These documents and the terms therein are incorporated herein and made a part hereof.

1. **Terms of Contract.** This Contract will begin_____, 2024, and will end _____, 2025, with (3) one year renewals solely at the Owner's option, upon action of the Owner's governing authority. Notwithstanding, either party may terminate this Contract upon 30 days written notice to the other party.

2. **Payment to Contractor.** In consideration of the duties and responsibilities of the Contractor as stated in the Exhibits to Contract, the Owner agrees to pay the Contractor the unit costs set out in Attachment 'B'. These services will be performed in accordance with the frequencies listed in the Schedule of Services which is provided in Attachment 'A'**.** Attachment 'A' includes unit pricing which will be utilized on an as needed basis when requested by Owner. This sum is billable by Contractor on the 1st of the month following the month in which services were performed. Payment by owner shall be due within 30 (thirty) days of invoicing.

3. **Employment of others.** All costs associated with the employment of these individuals insurance, including wages, taxes and workers compensation will be the responsibility of the Contractor.

4. Contractor acknowledges it is an independent contractor and that it is neither an employee of Owner nor entitled to the same or similar benefits provided to employees of Owner. In this respect, Contractor further acknowledges it is solely responsible for certain obligations, including but not limited to any and all taxes, withholding and workers compensation.

5. Contractor shall not be liable for any delays due to inclement weather, labor strikes or disputes, fire, the acts or omissions of other contractors or persons, or other reasons beyond our control. Should the Owner require additional work to be performed, all such work will become a part of this contract. All additional work requests will be handled through written Change Order on Contractor's form. All Change Orders showing additional work and cost must be signed and returned by the Owner before Change Order work begins. The Owner agrees that changes in work that result in charges less than the amount above will be verbally agreed to before work begins. All Change Orders, whether verbal or written, are subject to all provisions in this contract.

6. **Maintenance cycles and schedule** - A cycle is defined as the activities necessary to perform a particular maintenance task one (1) time.

A. April through October – all site locations to be cut/maintained on a bi-weekly basis. November through March – all site locations to be cut/maintained once per every 3 weeks. The contractor may be instructed to mow more frequently in faster growing months and less in slower growing months.

B. Litter and debris removal shall correspond with mowing cycles. Litter and debris shall be collected before and after each mowing. Where more frequent mowing is required or directed, litter pickup and debris shall be completed along with each mowing.

C. The Contractor shall provide the City a schedule of what days, where and how many crews are mowing grass. The Contractor shall keep the schedule accurate and up to date.

D. All mowing, edging and litter/debris removal under these contracts shall be performed on consecutive days for each contract (site) and continue until the cycle is complete.

7. Equipment

A. All equipment utilized in the performance of this contract must be furnished by the Contractor and shall be in good mechanical and safe condition. All equipment shall meet minimum OSHA standards.

B. All rotary mowers must be equipped with safety shields, chains or guards to prevent damage to property by flying debris from under mower. Engines must be equipped with manufacturer approved mufflers to reduce noise emission.

C. All equipment shall be kept in good operating condition and shall be maintained to provide a clean, sharp cut of the vegetation at all times.

D. Lawn edgers may be rigid or flexible blade type that will produce a fine clean edge.

E. Disinfecting of equipment: All mowing and edging equipment shall be disinfected before commencing work at any site under this contract if diseased plants have been cut or trimmed with that equipment within 3 days of entering the site. Disinfectant shall be 1 part of fresh bleach to 9 parts of clean tap water, applied by spraying to the blade(s) and underside of cutting decks and/or all pruning tools.

F. Contractor shall provide at his expense such personal safety equipment for all personnel working at each site that is normally found in “best practice”. This shall include but not be limited to eye, ear, skin and head protection.

8. Mowing, lawn and turf maintenance

A. All areas within the project limits shall be mowed during each cycle and on continuous days, save and except for Sunday’s and days of inclement weather.

B. The Contractor shall mow as close as practical to all fences, curbs, walls or buildings where applicable. Any vegetation unable to be cut by mechanical means must be cut by other means to a height of 2 inches or at height determined by City Project Manager.

C. Use string trimmers to cut grass in areas inaccessible to mowers. Do NOT use string trimmers to expose sprinkler heads. Trim grass around sprinkler heads with a circular sprinkler head trimmer. Areas include, but are not limited to light poles, fencing, signs, trash receptacles, benches, tree rings, culverts, ditches, canal edges, and ramps.

D. Mechanically edge grass along or around all walkways, curbs, ramps, embankments, obstructions, and landscaped beds. Edging shall be completed with stick edgers or edging machines. Weed-eaters are not permitted in lieu of stick or machine edgers—where required. Edging shall be completed in full <u>every</u> cycle.

E. String trimmers are ***NOT*** to be used within **12" of the tree or shrub trunks**.

F. Weed control is not allowed.

G. Grass shall be cut at a uniform height of 2 inches or at height determined by City Project Manager. All equipment must be set at the same height in order to produce an even cut and appearance.

H. All grass clippings shall be mulched. No "wads" or piles of grass clippings will be allowed to remain on the lawn or turf after mowing operations. Any piles of grass clippings that could not be mulched with mower shall be removed from site by the Contractor, at Contractor's expense.

I. All grass clippings, dirt, dust and any other debris must be removed from all plant beds, sidewalks, ramps, driveways, parking lots, curbs, tree mulch rings, streets, and trails after each mowing. Power blowers, vacuums and sweepers are permitted.

J. Special care shall be taken to prevent clippings and debris from being directed into irrigation canals, storm water detention areas, streets, gutters or storm sewer inlets.

K. Mowing will not be permitted when, in the opinion of the City, the soil and/or weather conditions are such that property could be damaged. The Contractor, at his/her own expense, shall immediately repair any such damage or rutting.

L. Uneven cuts, scalping, and varying heights of lawn areas will be considered unsatisfactory to City standards. The Contractor will be given one written notice for each occurrence. If the problem reoccurs in the same location(s), the City shall deduct $100 for each occurrence from the amount due the Contractor in order to offset the cost to the City to correct unsatisfactory work.

9. Litter and Debris Removal

A. All litter and debris must be collected, removed and disposed of properly from the project sites during each cycle/visit.

B. Litter and debris shall be picked up prior to each mowing cycle and then immediately following the actual mowing and trimming. This is to retrieve any litter missed the first time and cut into smaller pieces by the mower.

C. Litter and debris shall be disposed of properly, off site, at the Contractor's expense.

D. Litter and debris shall be defined as any object not intentionally placed at the project sites for a specific purpose. This shall include but not be limited to paper, wrappers, cans, bottles, building material, disposable diapers and cigarette butts found on the grounds.

10. Special Conditions

A. Contractor shall advise the City by telephone, immediately upon discovery and in written form within 24 hours, of any obvious irrigation problems. This shall include but not be limited to broken sprinkler heads, leaks, breaks, wet spots, missing valve box covers and dry spots.

B. Contractor shall notify the City of any plant problems such as leaf drop, discoloration, insect infestation and death, in written form within 24 hours of discovery.

C. Contractor shall be able to provide services for Special Events within 24 hours of request. These requests may substitute for regularly scheduled cycles or may be in addition to regular cycles, solely at the discretion of the City.

D. Periodic inspections will be made by the City to determine the quality of the work being performed.

E. City will notify Contractor as soon as possible of any Special Events, such as outdoor festivals, etc., that may affect elements of the **Grounds Maintenance Contract.** Contractor shall adjust work schedules as necessary.

11. Safety and Damage

A. If traffic or pedestrian levels are such that mowing the area will impede traffic or endanger the public in any way, work must cease until such time as those factors causing cessation of work have abated. If the Contractor fails to cease work on his/her own judgment, the City shall have the right to halt the Contractor's work.

B. In order to insure safety to the public the Contractor shall take adequate safety precautions. He shall coordinate all work with the City and shall place warning signs

in accordance with the State of Texas Manual on Uniform Traffic Control Devices, where applicable.

C. Signs, sign stands and safety flags as may be required to protect the public shall be furnished by the Contractor. The Contractor shall be responsible for maintenance, repairs and/or replacement of all signs and safety devices as necessary or as required by the City.

D. The Contractor will confine all operations to weekday, daylight hours, unless otherwise authorized by the City.

E. The Contractor shall exercise care so as to avoid damage to trees, shrubs, sprinklers, utilities and other amenities within the project site. **Damage must be corrected or repaired by the Contractor**, at his/her expense, or may be performed by the City and the costs for such repairs deducted from payment. All repairs must be completed within five (5) days from date of damage.

12. Neglect and Vandalism

A. Shrubs, trees or other plants that are damaged or killed due to Contractor's operations, negligence or application of pesticides shall be replaced by the Contractor, at no expense to the City.

B. Sprinklers or irrigation equipment, or other structures that are damaged by the Contractor's operations must be replaced by the Contractor promptly, with like materials., at no expense to the Owner

C. All water damage, either natural or man-made; resulting from Contractor's neglect shall be corrected at the Contractor's expense.

D. All damage to landscaping, hardscaping and/or irrigation system due to thefts or vandalism, not caused or allowed by the Contractor shall be corrected by the Contractor at the Owner's expense, upon written authorization to proceed.

E. All damage to windows, windshields, or other such damage to buildings, equipment or vehicles on the site caused by Contractor shall be promptly corrected at the Contractor's expense.

F. The Contractor shall answer emergency or complaint calls within two (2) hours and corrective action shall be complete within eight (8) hours.

13. **Site Conditions.** The Contractor shall become familiar with each site and condition of all plant materials. He should know the location of all irrigation meters and valves so that irrigation systems can be turned off, if and when damage occurs. The Contractor shall notify the Owner, in writing, at the beginning of the contract of any conditions that do not meet the intended standards of care as outlined in these specifications.

14. Nothing contained herein shall be construed to constitute a partnership, joint venture or other business entity between Owner and Contractor. Further Contractor shall not have the power, directly or indirectly to bind or commit the Owner to any undertaking whatsoever.

15. Contractor shall provide insurance as set forth in Exhibit "A" hereto prior to commencement of services.

City of Gulfport, Mississippi	**Kenko's Lawn Maintenance, LLC**
Signature	Signature
Printed Name	Printed Name
Date	Date

Grounds Maintenance Contract

AN AGREEMENT has been entered into on this _____2024 between Rotolo Landscape & Maintenance, Inc., (hereinafter, "the Contractor"), and City of Gulfport, Mississippi, (hereinafter, "the Owner") for work described as:

Grounds Maintenance Services as described in Exhibit "A" in the RFP which outlines the scope of the work to be performed and the manner in which the City expects that work to be performed. Exhibit "B" outlines the contracts awarded to the Contractor (Contract B). These documents and the terms therein are incorporated herein and made a part hereof.

1. **Terms of Contract.** This Contract will begin_____, 2024, and will end _____, 2025, with (3) one year renewals solely at the Owner's option, upon action of the Owner's governing authority. Notwithstanding, either party may terminate this Contract upon 30 days written notice to the other party.

2. **Payment to Contractor.** In consideration of the duties and responsibilities of the Contractor as stated in the Exhibits to Contract, the Owner agrees to pay the Contractor the unit costs set out in Exhibit 'B'. These services will be performed in accordance with the frequencies listed in the Schedule of Services which is provided in Exhibit 'A'**.** This sum is billable by Contractor on the 1st of the month following the month in which services were performed. Payment by owner shall be due within 30 (thirty) days of invoicing.

3. **Employment of others.** All costs associated with the employment of these individuals insurance, including wages, taxes and workers compensation will be the responsibility of the Contractor.

4. Contractor acknowledges it is an independent contractor and that it is neither an employee of Owner nor entitled to the same or similar benefits provided to employees of Owner. In this respect, Contractor further acknowledges it is solely responsible for certain obligations, including but not limited to any and all taxes, withholding and workers compensation.

5. Contractor shall not be liable for any delays due to inclement weather, labor strikes or disputes, fire, the acts or omissions of other contractors or persons, or other reasons beyond our control. Should the Owner require additional work to be performed, all such work will become a part of this contract. All additional work requests will be handled through written Change Order on Contractor's form. All Change Orders showing additional work and cost must be signed and returned by the Owner before Change Order work begins. The Owner agrees that changes in work that result in charges less than the amount above will be verbally agreed to before work begins. All Change Orders, whether verbal or written, are subject to all provisions in this contract.

6. **Maintenance cycles and schedule** - A cycle is defined as the activities necessary to perform a particular maintenance task one (1) time.

A. April through October – all site locations to be cut/maintained on a bi-weekly basis. November through March – all site locations to be cut/maintained once per every 3 weeks. The contractor may be instructed to mow more frequently in faster growing months and less in slower growing months.

B. Litter and debris removal shall correspond with mowing cycles. Litter and debris shall be collected before and after each mowing. Where more frequent mowing is required or directed, litter pickup and debris shall be completed along with each mowing.

C. The Contractor shall provide the City a schedule of what days, where and how many crews are mowing grass. The Contractor shall keep the schedule accurate and up to date.

D. All mowing, edging and litter/debris removal under these contracts shall be performed on consecutive days for each contract (site) and continue until the cycle is complete.

7. Equipment

A. All equipment utilized in the performance of this contract must be furnished by the Contractor and shall be in good mechanical and safe condition. All equipment shall meet minimum OSHA standards.

B. All rotary mowers must be equipped with safety shields, chains or guards to prevent damage to property by flying debris from under mower. Engines must be equipped with manufacturer approved mufflers to reduce noise emission.

C. All equipment shall be kept in good operating condition and shall be maintained to provide a clean, sharp cut of the vegetation at all times.

D. Lawn edgers may be rigid or flexible blade type that will produce a fine clean edge.

E. Disinfecting of equipment: All mowing and edging equipment shall be disinfected before commencing work at any site under this contract if diseased plants have been cut or trimmed with that equipment within 3 days of entering the site. Disinfectant shall be 1 part of fresh bleach to 9 parts of clean tap water, applied by spraying to the blade(s) and underside of cutting decks and/or all pruning tools.

F. Contractor shall provide at his expense such personal safety equipment for all personnel working at each site that is normally found in “best practice”. This shall include but not be limited to eye, ear, skin and head protection.

8. Mowing, lawn and turf maintenance

A. All areas within the project limits shall be mowed during each cycle and on continuous days, save and except for Sunday’s and days of inclement weather.

B. The Contractor shall mow as close as practical to all fences, curbs, walls or buildings where applicable. Any vegetation unable to be cut by mechanical means must be cut by other means to a height of 2 inches or at height determined by City Project Manager.

C. Use string trimmers to cut grass in areas inaccessible to mowers. Do NOT use string trimmers to expose sprinkler heads. Trim grass around sprinkler heads with a circular sprinkler head trimmer. Areas include, but are not limited to light poles, fencing, signs, trash receptacles, benches, tree rings, culverts, ditches, canal edges, and ramps.

D. Mechanically edge grass along or around all walkways, curbs, ramps, embankments, obstructions, and landscaped beds. Edging shall be completed with stick edgers or edging machines. Weed-eaters are not permitted in lieu of stick or machine edgers—where required. Edging shall be completed in full <u>every</u> cycle.

E. String trimmers are ***NOT*** to be used within **12" of the tree or shrub trunks**.

F. Weed control is not allowed.

G. Grass shall be cut at a uniform height of 2 inches or at height determined by City Project Manager. All equipment must be set at the same height in order to produce an even cut and appearance.

H. All grass clippings shall be mulched. No "wads" or piles of grass clippings will be allowed to remain on the lawn or turf after mowing operations. Any piles of grass clippings that could not be mulched with mower shall be removed from site by the Contractor, at Contractor's expense.

I. All grass clippings, dirt, dust and any other debris must be removed from all plant beds, sidewalks, ramps, driveways, parking lots, curbs, tree mulch rings, streets, and trails after each mowing. Power blowers, vacuums and sweepers are permitted.

J. Special care shall be taken to prevent clippings and debris from being directed into irrigation canals, storm water detention areas, streets, gutters or storm sewer inlets.

K. Mowing will not be permitted when, in the opinion of the City, the soil and/or weather conditions are such that property could be damaged. The Contractor, at his/her own expense, shall immediately repair any such damage or rutting.

L. Uneven cuts, scalping, and varying heights of lawn areas will be considered unsatisfactory to City standards. The Contractor will be given one written notice for each occurrence. If the problem reoccurs in the same location(s), the City shall deduct $100 for each occurrence from the amount due the Contractor in order to offset the cost to the City to correct unsatisfactory work.

9. Litter and Debris Removal

A. All litter and debris must be collected, removed and disposed of properly from the project sites during each cycle/visit.

B. Litter and debris shall be picked up prior to each mowing cycle and then immediately following the actual mowing and trimming. This is to retrieve any litter missed the first time and cut into smaller pieces by the mower.

C. Litter and debris shall be disposed of properly, off site, at the Contractor's expense.

D. Litter and debris shall be defined as any object not intentionally placed at the project sites for a specific purpose. This shall include but not be limited to paper, wrappers, cans, bottles, building material, disposable diapers and cigarette butts found on the grounds.

10. Special Conditions

A. Contractor shall advise the City by telephone, immediately upon discovery and in written form within 24 hours, of any obvious irrigation problems. This shall include but not be limited to broken sprinkler heads, leaks, breaks, wet spots, missing valve box covers and dry spots.

B. Contractor shall notify the City of any plant problems such as leaf drop, discoloration, insect infestation and death, in written form within 24 hours of discovery.

C. Contractor shall be able to provide services for Special Events within 24 hours of request. These requests may substitute for regularly scheduled cycles or may be in addition to regular cycles, solely at the discretion of the City.

D. Periodic inspections will be made by the City to determine the quality of the work being performed.

E. City will notify Contractor as soon as possible of any Special Events, such as outdoor festivals, etc., that may affect elements of the **Grounds Maintenance Contract.** Contractor shall adjust work schedules as necessary.

11. Safety and Damage

A. If traffic or pedestrian levels are such that mowing the area will impede traffic or endanger the public in any way, work must cease until such time as those factors causing cessation of work have abated. If the Contractor fails to cease work on his/her own judgment, the City shall have the right to halt the Contractor's work.

B. In order to insure safety to the public the Contractor shall take adequate safety precautions. He shall coordinate all work with the City and shall place warning signs

in accordance with the State of Mississippi Manual on Uniform Traffic Control Devices, where applicable.

C. Signs, sign stands and safety flags as may be required to protect the public shall be furnished by the Contractor. The Contractor shall be responsible for maintenance, repairs and/or replacement of all signs and safety devices as necessary or as required by the City.

D. The Contractor will confine all operations to weekday, daylight hours, unless otherwise authorized by the City.

E. The Contractor shall exercise care so as to avoid damage to trees, shrubs, sprinklers, utilities and other amenities within the project site. **Damage must be corrected or repaired by the Contractor**, at his/her expense, or may be performed by the City and the costs for such repairs deducted from payment. All repairs must be completed within five (5) days from date of damage.

12. Neglect and Vandalism

A. Shrubs, trees or other plants that are damaged or killed due to Contractor's operations, negligence or application of pesticides shall be replaced by the Contractor, at no expense to the City.

B. Sprinklers or irrigation equipment, or other structures that are damaged by the Contractor's operations must be replaced by the Contractor promptly, with like materials., at no expense to the Owner

C. All water damage, either natural or man-made; resulting from Contractor's neglect shall be corrected at the Contractor's expense.

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14. Nothing contained herein shall be construed to constitute a partnership, joint venture or other business entity between Owner and Contractor. Further Contractor shall not have the power, directly or indirectly to bind or commit the Owner to any undertaking whatsoever.

15. Contractor shall provide insurance as set forth in Exhibit "A" hereto prior to commencement of services.

City of Gulfport, Mississippi	Rotolo Landscape & Maintenance, Inc.,
Signature	Signature
Printed Name	Printed Name
Date	Date

PURCHASING DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

To: City Councilmembers
Mayor Billy Hewes

From: Jessica Versiga, Purchasing Agent

Date: August 29, 2024

RE: Ground Maintenance Contract – Leisure Services

On August 15, 2024, the Procurement Department opened sealed bids for four (4) separate Ground Maintenance Contracts. After reviewing the bids and speaking to the contractors that would be awarded said bids, Rotolo Consultants, Inc. stated they incorrectly bid Contract A – Cemeteries and they could not hold that pricing. I respectfully request permission to accept the second lowest bid to Kenko's Lawn Maintenance, LLC. Kenko's is also the lowest and best for 2 other contracts, Contract C – East Park and Community Centers and Contract G – West Park and Community Centers. We recommend award to all three contracts to Kenko's Lawn Maintenance, LLC.

We recommend award of Contract B - Central Park and Community Centers to Rotolo Consultants, Inc. as the lowest and best.

Attached you will find the tabulation sheet where these determinations were made.

Thank you for your consideration.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AWARD TO AND CONSTRUCTION CONTRACT WITH T. L. WALLACE CONSTRUCTION, INC., IN CONNECTION WITH THE LANDON ROAD WIDENING PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to undertake the Landon Road Widening Project, a project designed to widen Landon Road from Coleman Road to U.S. Highway 49 to five (5) lanes, including railroad and intersection improvements; and .

WHEREAS, pursuant to authority of this City Council, the City solicited construction bids for the Landon Road Widening Project received bids from two (2) contractors; and

WHEREAS, in accord with the Certified Bid Tabulation sheet attached hereto as a part of Exhibit "A", the lowest bid was submitted by T.L. Wallace Construction, Inc., and is recommended for award by project engineer, Pickering, as more fully set forth in the Letter from Richard Ferguson, PE, of Pickering, and by City Engineer, Jeremy Harrison, PE, which is attached hereto as a part of Exhibit "A"; and

WHEREAS, the Council finds that it is in the best interest of the City to award the construction contract related to the Landon Road Widening Project to T.L. Wallace Construction, Inc., and to approve a contract/agreement with T.L. Wallace Construction, Inc., concerning the same (see Exhibit "B" attached 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 award of the construction contract related to the Landon Road Widening Project to T.L. Wallace Construction, Inc., be and the same is hereby approved and the proposed contract/agreement between T.L. Wallace Construction, Inc., and the City be and it is hereby approved in substantially its form as found in Exhibit "B" hereto, the Mayor (or his designee) is, hereby, authorized to execute and deliver the same on behalf of the City of Gulfport and approval, execution and delivery thereof is found to be in the best interest of the City of Gulfport.

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

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, 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 _____, 2024.

(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 _____, 2024.

APPROVED:

_____

MAYOR

Memorandum – City of Gulfport

ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Wayne E. Miller, CAO
Todd Harman, CPA, Director of Finance and Accounting
J. Tyler Gentry, Director of Public Works
Robert Lee, P.E., Assistant City Engineer
Jessica Versiga, Purchasing Agent
Legal Department

From: Jeremy R. Harrison, P.E., Director of Engineering

Date: 8/22/2024

Re: **Recommendation to Award Construction Contract to T. L. Wallace Construction, Inc.**
- Reconstruction of Landon Road from Coleman Road to US Highway 49
- STP-9138-00(002)LPA/107221-701000, Harrison County

On August 16, 2024, bids were received for the above referenced project. Two (2) bids were received with T. L. Wallace Construction, Inc. considered as the lowest bidder in the amount of $4,474,987.15.

This project is designed to widen Landon Road from Coleman Road to U.S. Highway 49 to five (5) lanes including railroad and intersection improvements.

The project is funded with an 80/20 split through Gulf Regional Planning Commission/MDOT FHWA STP program.

I recommend approval of this contract.

Attachments:

1. Recommendation to Award Bid from Richard Ferguson dated August 19, 2024
2. Certified Bid Tabulations

Pickering

Service and Good Work…
Our Foundation, Our Future
Since 1946

August 19, 2024

Jeremy Harrison, Director of Engineering
City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507-3903

RE: City of Gulfport
Landon Road Widening from Coleman Road to US Highway 49
STP-9138-00(002)LPA / 107221-701000
Harrison County

Dear Mr. Harrison:

We have conducted a detailed evaluation of the bids received on the captioned project. Pickering Firm, Inc. recommends award to the low bidder of T. L. Wallace Construction, Inc. for a bid total of **$4,474,987.15,** which is 1.10% below the engineer's estimate.

Attached are the bid opening results, the certified bid tabs and the detailed bid evaluation for your files. If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Rick Ferguson

Richard C. Ferguson, P.E.
PRINCIPAL

City of Gulfport
Landon Road Widening
Project No. STP-9138-00(002)LPA / 107221-701000
August 16, 2024 @ 2:00 P.M.

	COMPANY NAME	PHYSICAL ADDRESS	BID AMOUNT
1	T.L. Wallace Construction, Inc	4025 Hwy. 35 North Columbia, MS 39429	**$ 4,474,987.15**
2	Moran Hauling Inc.	10380 Three Rivers Rd Gulfport, MS 39503	**$ 5,510,808.00**

Pickering

City of Gulfport Landon Road Widening Engineer's Estimate and Bid Tabulations Project No. STP-9138-00(002)LPA / 107221-701000 August 16, 2024 @ 2:00 P.M.				Engineer's Estimate		First Low Bidder T. L. Wallace Construction, Inc.		Second Low Bidder Moran Hauling, Inc.	
Item No.	**Description**	**Unit**	**Quantity**	**Unit Cost**	**Amount**	**Unit Cost**	**Amount**	**Unit Cost**	**Amount**
201-A001	Clearing and Grubbing	LS	1	$ 25,000.00	$ 25,000.00	$ 45,000.00	$ 45,000.00	$ 32,000.00	$ 32,000.00
201-B001	Clearing and Grubbing	ACRE	1	$ 10,000.00	$ 10,000.00	$ 14,800.00	$ 14,800.00	$ 13,225.00	$ 13,225.00
202-B004	Removal of Asphalt Driveways, All Depths	SY	663	$ 15.00	$ 9,945.00	$ 19.05	$ 12,630.15	$ 15.75	$ 10,442.25
202-B008	Removal of Asphalt Pavement, All Depths, Including Soil Cement Base	SY	839	$ 25.00	$ 20,975.00	$ 35.80	$ 30,036.20	$ 29.00	$ 24,331.00
202-B050	Removal of Concrete Combination Curb & Gutter	LF	283	$ 28.00	$ 7,924.00	$ 21.80	$ 6,169.40	$ 31.00	$ 8,773.00
202-B052	Removal of Concrete Driveways, All Depths	SY	53	$ 24.00	$ 1,272.00	$ 26.80	$ 1,420.40	$ 52.00	$ 2,756.00
202-B057	Removal of Concrete Junction Box, Manhole and Inlet, All Sizes	EA	3	$ 300.00	$ 900.00	$ 1,040.00	$ 3,120.00	$ 3,125.00	$ 9,375.00
202-B059	Removal of Concrete Median & Island Pavement, All Depths	SY	38	$ 25.00	$ 950.00	$ 20.60	$ 782.80	$ 52.00	$ 1,976.00
202-B191	Removal of Pipe, 8" And Above	LF	579	$ 25.00	$ 14,475.00	$ 28.10	$ 16,269.90	$ 36.50	$ 21,133.50
202-B206	Removal of Right-Of-Way Marker	EA	9	$ 100.00	$ 900.00	$ 174.00	$ 1,566.00	$ 250.00	$ 2,250.00
202-B215	Removal of Sign Including Post & Footing	EA	14	$ 150.00	$ 2,100.00	$ 185.50	$ 2,597.00	$ 260.00	$ 3,640.00
203-EX014	Borrow Excavation, AH, FME, Class B5	CY	1,526	$ 30.00	$ 45,780.00	$ 29.00	$ 44,254.00	$ 36.50	$ 55,699.00
203-G001	Excess Excavation, FM, AH	CY	4,900	$ 15.00	$ 73,500.00	$ 19.00	$ 93,100.00	$ 19.00	$ 93,100.00
206-A001	Structure Excavation	CY	702	$ 30.00	$ 21,060.00	$ 27.00	$ 18,954.00	$ 47.00	$ 32,994.00
209-A004	Geotextile Stabilization, Type V	SY	7,818	$ 5.50	$ 42,999.00	$ 4.15	$ 32,444.70	$ 4.50	$ 35,181.00
213-C001	Superphosphate	TON	1	$ 1,100.00	$ 1,100.00	$ 1,400.00	$ 1,400.00	$ 1,575.00	$ 1,575.00
220-A001	Insect Pest Control	ACRE	1	$ 30.00	$ 30.00	$ 30.00	$ 30.00	$ 30.00	$ 30.00
223-A001	Mowing	ACRE	8	$ 50.00	$ 400.00	$ 50.00	$ 400.00	$ 50.00	$ 400.00
225-A001	Grassing	ACRE	2	$ 2,000.00	$ 4,000.00	$ 1,750.00	$ 3,500.00	$ 4,700.00	$ 9,400.00
225-B001	Agricultural Limestone	TON	1	$ 350.00	$ 350.00	$ 1,280.00	$ 1,280.00	$ 1,450.00	$ 1,450.00
225-C001	Mulch, Vegetative Mulch	TON	3	$ 300.00	$ 900.00	$ 989.00	$ 2,967.00	$ 1,150.00	$ 3,450.00
226-A001	Temporary Grassing	ACRE	2	$ 1,300.00	$ 2,600.00	$ 1,520.00	$ 3,040.00	$ 4,700.00	$ 9,400.00
907-234-A001	Temporary Silt Fence	LF	2,536	$ 4.10	$ 10,397.60	$ 4.40	$ 11,158.40	$ 5.00	$ 12,680.00
907-234-D001	Inlet Siltation Guard	EA	4	$ 600.00	$ 2,400.00	$ 680.75	$ 2,723.00	$ 775.00	$ 3,100.00
237-A002	Wattles, 20"	LF	457	$ 8.00	$ 3,656.00	$ 4.55	$ 2,079.35	$ 8.00	$ 3,656.00
245-A001	Silt Dike	LF	30	$ 15.00	$ 450.00	$ 24.35	$ 730.50	$ 20.00	$ 600.00
246-A002	Sandbags	EA	517	$ 11.00	$ 5,687.00	$ 5.25	$ 2,714.25	$ 6.00	$ 3,102.00
249-A001	Riprap for Erosion Control	TON	1	$ 106.00	$ 106.00	$ 110.00	$ 110.00	$ 130.00	$ 130.00

City of Gulfport Landon Road Widening Engineer's Estimate and Bid Tabulations Project No. STP-9138-00(002)LPA / 107221-701000 August 16, 2024 @ 2:00 P.M.				Engineer's Estimate		First Low Bidder T. L. Wallace Construction, Inc.		Second Low Bidder Moran Hauling, Inc.	
Item No.	**Description**	**Unit**	**Quantity**	**Unit Cost**	**Amount**	**Unit Cost**	**Amount**	**Unit Cost**	**Amount**
	ALTERNATE CRUSHED STONE ITEMS								
304-F001	3/4" and Down Crushed Stone Base	TON	5,000	$ 80.00	$ 400,000.00		XX		XX
	OR								
304-F002	Size 610 Crushed Stone Base	TON	5,000		XX	$ 76.00	$ 380,000.00	$ 87.25	$ 436,250.00
	OR								
304-F003	Size 825B Crushed Stone Base	TON	5,000		XX		XX		XX
									$ -
403-A002	12.5-mm, MT, Asphalt Pavement	TON	913	$ 180.00	$ 164,340.00	$ 198.00	$ 180,774.00	$ 275.00	$ 251,075.00
403-A005	19-mm, MT, Asphalt Pavement	TON	2,168	$ 180.00	$ 390,240.00	$ 185.70	$ 402,597.60	$ 275.00	$ 596,200.00
403-A014	9.5-mm, MT, Asphalt Pavement	TON	971	$ 180.00	$ 174,780.00	$ 198.00	$ 192,258.00	$ 275.00	$ 267,025.00
403-B002	12.5-mm, MT, Asphalt Pavement, Leveling	TON	1,064	$ 200.00	$ 212,800.00	$ 158.00	$ 168,112.00	$ 275.00	$ 292,600.00
406-A002	Cold Milling of Bituminous Pavement, All Depths	SY	7,966	$ 10.00	$ 79,660.00	$ 9.35	$ 74,482.10	$ 12.00	$ 95,592.00
407-A001	Asphalt for Tack Coat	GAL	1,804	$ 5.00	$ 9,020.00	$ 4.65	$ 8,388.60	$ 12.00	$ 21,648.00
503-C010	Saw Cut, Full Depth	LF	1,498	$ 10.00	$ 14,980.00	$ 12.35	$ 18,500.30	$ 14.00	$ 20,972.00
907-504-A004	6" Fiber-reinforced Concrete Pavement	SY	567	$ 180.00	$ 102,060.00	$ 181.00	$ 102,627.00	$ 200.00	$ 113,400.00
601-B001	Class "B" Structural Concrete, Minor Structures	CY	38	$ 3,000.00	$ 114,000.00	$ 2,615.00	$ 99,370.00	$ 2,600.00	$ 98,800.00
602-A001	Reinforcing Steel	LBS	7,884	$ 4.00	$ 31,536.00	$ 2.75	$ 21,681.00	$ 4.50	$ 35,478.00
603-ALT003	18" Type A Alternate Pipe	LF	50	$ 70.00	$ 3,500.00	$ 83.20	$ 4,160.00	$ 110.00	$ 5,500.00
603-CA011	18" Reinforced Concrete Pipe, Class III	LF	1,544	$ 95.00	$ 146,680.00	$ 83.20	$ 128,460.80	$ 93.00	$ 143,592.00
603-CA022	18" Reinforced Concrete Pipe, Class V, Jacked or Bored	LF	160	$ 700.00	$ 112,000.00	$ 873.75	$ 139,800.00	$ 2,350.00	$ 376,000.00
603-CA026	24" Reinforced Concrete Pipe, Class III	LF	24	$ 100.00	$ 2,400.00	$ 92.90	$ 2,229.60	$ 115.00	$ 2,760.00
603-CA040	30" Reinforced Concrete Pipe, Class III	LF	8	$ 150.00	$ 1,200.00	$ 117.00	$ 936.00	$ 475.00	$ 3,800.00
603-CB003	18" Reinforced Concrete End Section	EA	2	$ 1,500.00	$ 3,000.00	$ 1,100.00	$ 2,200.00	$ 3,000.00	$ 6,000.00
603-CB004	24" Reinforced Concrete End Section	EA	1	$ 1,700.00	$ 1,700.00	$ 2,710.00	$ 2,710.00	$ 3,025.00	$ 3,025.00
603-CB005	30" Reinforced Concrete End Section	EA	1	$ 2,000.00	$ 2,000.00	$ 2,860.00	$ 2,860.00	$ 3,100.00	$ 3,100.00
604-A001	Castings	LBS	1,422	$ 5.25	$ 7,465.50	$ 6.10	$ 8,674.20	$ 6.25	$ 8,887.50
608-A001	Concrete Sidewalk, Without Reinforcement	SY	1,749	$ 80.00	$ 139,920.00	$ 81.45	$ 142,456.05	$ 110.00	$ 192,390.00
907-608-C001	Detectable Warning Panels	SF	392	$ 60.00	$ 23,520.00	$ 34.90	$ 13,680.80	$ 50.00	$ 19,600.00
609-B002	Concrete Curb, Header	LF	494	$ 45.00	$ 22,230.00	$ 34.90	$ 17,240.60	$ 43.00	$ 21,242.00
609-B003	Concrete Curb, Special Design	LF	247	$ 55.00	$ 13,585.00	$ 75.65	$ 18,685.55	$ 88.50	$ 21,859.50
609-D008	Combination Concrete Curb and Gutter Type 3A	LF	2,781	$ 40.00	$ 111,240.00	$ 32.60	$ 90,660.60	$ 41.00	$ 114,021.00
907-611-B001	Brick Pavers	SF	3,859	$ 50.00	$ 192,950.00	$ 29.10	$ 112,296.90	$ 35.00	$ 135,065.00
614-A001	Concrete Driveway, Without Reinforcement	SY	301	$ 140.00	$ 42,140.00	$ 116.50	$ 35,066.50	$ 150.00	$ 45,150.00
617-A001	Right-of-Way Marker	EA	33	$ 400.00	$ 13,200.00	$ 407.25	$ 13,439.25	$ 925.00	$ 30,525.00
618-A001	Maintenance of Traffic	LS	1	$ 200,000.00	$ 200,000.00	$ 186,800.00	$ 186,800.00	$ 200,000.00	$ 200,000.00
619-A1002	Temporary Traffic Stripe, Continuous White	LF	3,711	$ 1.75	$ 6,494.25	$ 1.20	$ 4,453.20	$ 2.50	$ 9,277.50
619-A2002	Temporary Traffic Stripe, Continuous Yellow	LF	3,899	$ 1.75	$ 6,823.25	$ 1.20	$ 4,678.80	$ 2.50	$ 9,747.50
619-A3002	Temporary Traffic Stripe, Skip White	LF	522	$ 1.50	$ 783.00	$ 1.20	$ 626.40	$ 2.50	$ 1,305.00

City of Gulfport Landon Road Widening Engineer's Estimate and Bid Tabulations Project No. STP-9138-00(002)LPA / 107221-701000 August 16, 2024 @ 2:00 P.M.				Engineer's Estimate		First Low Bidder T. L. Wallace Construction, Inc.		Second Low Bidder Moran Hauling, Inc.	
Item No.	**Description**	**Unit**	**Quantity**	**Unit Cost**	**Amount**	**Unit Cost**	**Amount**	**Unit Cost**	**Amount**
619-A5001	Temporary Traffic Stripe, Detail	LF	2,687	$ 1.75	$ 4,702.25	$ 1.75	$ 4,702.25	$ 3.00	$ 8,061.00
619-A6001	Temporary Traffic Stripe, Legend	SF	493	$ 3.00	$ 1,479.00	$ 3.50	$ 1,725.50	$ 3.75	$ 1,848.75
619-A6002	Temporary Traffic Stripe, Legend	LF	2,214	$ 2.50	$ 5,535.00	$ 1.75	$ 3,874.50	$ 3.75	$ 8,302.50
619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet	SF	271	$ 12.00	$ 3,252.00	$ 19.80	$ 5,365.80	$ 23.50	$ 6,368.50
619-D2001	Standard Roadside Construction Signs, 10 Square Feet or More	SF	320	$ 12.00	$ 3,840.00	$ 19.80	$ 6,336.00	$ 23.50	$ 7,520.00
907-619-E3001	Changeable Message Sign	EA	2	$ 8,500.00	$ 17,000.00	$ 11,700.00	$ 23,400.00	$ 14,000.00	$ 28,000.00
619-G4001	Barricades, Type III, Double Faced	LF	392	$ 24.00	$ 9,408.00	$ 40.75	$ 15,974.00	$ 50.00	$ 19,600.00
619-G5001	Free Standing Plastic Drums	EA	67	$ 64.00	$ 4,288.00	$ 69.80	$ 4,676.60	$ 97.50	$ 6,532.50
619-G6001	Warning Lights, Type "A"	EA	4	$ 100.00	$ 400.00	$ 174.50	$ 698.00	$ 205.00	$ 820.00
619-H1001	Traffic Signals	LS	1	$ 85,000.00	$ 85,000.00	$ 7,970.00	$ 7,970.00	$ 8,900.00	$ 8,900.00
620-A001	Mobilization	LS	1	$ 315,000.00	$ 315,000.00	$ 470,000.00	$ 470,000.00	$ 254,000.00	$ 254,000.00
626-A003	6" Thermoplastic Traffic Stripe, Skip White	LF	2,254	$ 2.25	$ 5,071.50	$ 2.35	$ 5,296.90	$ 2.75	$ 6,198.50
626-B003	6" Thermoplastic Traffic Stripe, Continuous White	LF	337	$ 3.25	$ 1,095.25	$ 2.35	$ 791.95	$ 2.75	$ 926.75
626-C003	6" Thermoplastic Edge Stripe, Continuous White	LF	2,341	$ 3.25	$ 7,608.25	$ 2.35	$ 5,501.35	$ 2.75	$ 6,437.75
626-D004	6" Thermoplastic Traffic Stripe, Skip Yellow	LF	537	$ 3.00	$ 1,611.00	$ 2.35	$ 1,261.95	$ 2.75	$ 1,476.75
626-E003	6" Thermoplastic Traffic Stripe, Continuous Yellow	LF	3,536	$ 3.25	$ 11,492.00	$ 2.35	$ 8,309.60	$ 2.75	$ 9,724.00
626-G002	Thermoplastic Detail Stripe, White	LF	4,718	$ 4.35	$ 20,523.30	$ 3.50	$ 16,513.00	$ 4.00	$ 18,872.00
626-G003	Thermoplastic Detail Stripe, Yellow	LF	1,049	$ 4.35	$ 4,563.15	$ 3.50	$ 3,671.50	$ 4.00	$ 4,196.00
626-H004	Thermoplastic Legend, White	SF	1,049	$ 11.00	$ 11,539.00	$ 11.65	$ 12,220.85	$ 13.00	$ 13,637.00
626-H005	Thermoplastic Legend, White	LF	1,545	$ 6.00	$ 9,270.00	$ 4.65	$ 7,184.25	$ 5.25	$ 8,111.25
627-J001	Two-Way Clear Reflective High Performance Raised Markers	EA	10	$ 11.00	$ 110.00	$ 11.15	$ 111.50	$ 13.00	$ 130.00
627-K001	Red-Clear Reflective High Performance Raised Markers	EA	149	$ 11.00	$ 1,639.00	$ 11.65	$ 1,735.85	$ 13.00	$ 1,937.00
627-L001	Two-Way Yellow Reflective High Performance Raised Markers	EA	172	$ 11.00	$ 1,892.00	$ 11.65	$ 2,003.80	$ 13.00	$ 2,236.00
630-A001	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	60	$ 33.00	$ 1,980.00	$ 40.75	$ 2,445.00	$ 45.50	$ 2,730.00
630-A005	Standard Roadside Signs, Sheet Aluminum, 0.1" Thickness	SF	81	$ 34.00	$ 2,754.00	$ 40.75	$ 3,300.75	$ 45.50	$ 3,685.50
630-K002	Welded & Seamless Steel Pipe Posts, 3"	LF	219	$ 73.00	$ 15,987.00	$ 64.00	$ 14,016.00	$ 75.00	$ 16,425.00
907-630-O004	Remove and Reset Sign, All Sizes	EA	3	$ 600.00	$ 1,800.00	$ 355.50	$ 1,066.50	$ 1,250.00	$ 3,750.00
907-632-A007	Solid State Traffic Cabinet Assembly, Type III Cabinet, Type 1 Controller	EA	1	$ 30,000.00	$ 30,000.00	$ 26,000.00	$ 26,000.00	$ 29,000.00	$ 29,000.00
907-632-C001	Modify Existing Traffic Signal Cabinet Assembly	EA	1	$ 2,500.00	$ 2,500.00	$ 3,990.00	$ 3,990.00	$ 4,450.00	$ 4,450.00
907-632-J001	Power Service Pedestal	EA	1	$ 6,000.00	$ 6,000.00	$ 5,180.00	$ 5,180.00	$ 6,000.00	$ 6,000.00
907-633-A001	Uninterruptable Power Supply	EA	2	$ 6,600.00	$ 13,200.00	$ 4,600.00	$ 9,200.00	$ 5,125.00	$ 10,250.00
907-634-A043	Traffic Signal Equipment Pole, Type II(L), 30' Shaft, 35' Arm	EA	1	$ 15,000.00	$ 15,000.00	$ 19,800.00	$ 19,800.00	$ 22,000.00	$ 22,000.00
907-634-A044	Traffic Signal Equipment Pole, Type II(L), 30' Shaft, 40' Arm	EA	1	$ 28,000.00	$ 28,000.00	$ 26,700.00	$ 26,700.00	$ 30,000.00	$ 30,000.00
907-634-A048	Traffic Signal Equipment Pole, Type II(L), 30' Shaft, 60' Arm	EA	1	$ 37,000.00	$ 37,000.00	$ 38,300.00	$ 38,300.00	$ 42,750.00	$ 42,750.00
907-634-A049	Traffic Signal Equipment Pole, Type II(L), 30' Shaft, 65' Arm	EA	1	$ 44,000.00	$ 44,000.00	$ 39,600.00	$ 39,600.00	$ 44,100.00	$ 44,100.00
907-634-A545	Traffic Signal Equipment Pole, Type VI, 8' Shaft	EA	1	$ 1,900.00	$ 1,900.00	$ 3,320.00	$ 3,320.00	$ 3,700.00	$ 3,700.00
907-634-C002	Pole Foundations, Class "DS" Concrete	CY	17	$ 1,250.00	$ 21,250.00	$ 1,670.00	$ 28,390.00	$ 1,825.00	$ 31,025.00
635-A059	Traffic Signal Head, Type 1	EA	6	$ 1,250.00	$ 7,500.00	$ 1,160.00	$ 6,960.00	$ 1,300.00	$ 7,800.00

City of Gulfport Landon Road Widening Engineer's Estimate and Bid Tabulations Project No. STP-9138-00(002)LPA / 107221-701000 August 16, 2024 @ 2:00 P.M.				Engineer's Estimate		First Low Bidder T. L. Wallace Construction, Inc.		Second Low Bidder Moran Hauling, Inc.	
Item No.	**Description**	**Unit**	**Quantity**	**Unit Cost**	**Amount**	**Unit Cost**	**Amount**	**Unit Cost**	**Amount**
635-A061	Traffic Signal Head, Type 2	EA	3	$ 1,230.00	$ 3,690.00	$ 1,160.00	$ 3,480.00	$ 1,300.00	$ 3,900.00
635-A065	Traffic Signal Head, Type 2 FYA	EA	2	$ 2,010.00	$ 4,020.00	$ 1,780.00	$ 3,560.00	$ 2,000.00	$ 4,000.00
635-A070	Traffic Signal Head, Type 3	EA	2	$ 1,800.00	$ 3,600.00	$ 1,720.00	$ 3,440.00	$ 1,925.00	$ 3,850.00
635-A074	Traffic Signal Head, Type 4R	EA	1	$ 1,550.00	$ 1,550.00	$ 1,600.00	$ 1,600.00	$ 1,800.00	$ 1,800.00
635-A076	Traffic Signal Head, Type 6	EA	6	$ 980.00	$ 5,880.00	$ 808.50	$ 4,851.00	$ 900.00	$ 5,400.00
907-636-B003	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 10, 2 Conductor	LF	578	$ 3.30	$ 1,907.40	$ 2.95	$ 1,705.10	$ 3.25	$ 1,878.50
907-636-B014	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 5 Conductor	LF	1,010	$ 3.25	$ 3,282.50	$ 2.95	$ 2,979.50	$ 3.25	$ 3,282.50
907-636-B016	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 8 Conductor	LF	685	$ 4.00	$ 2,740.00	$ 4.10	$ 2,808.50	$ 4.75	$ 3,253.75
907-636-B025	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 6, 3 Conductor	LF	33	$ 5.00	$ 165.00	$ 14.55	$ 480.15	$ 16.25	$ 536.25
907-636-B028	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 8, 3 Conductor	LF	256	$ 5.75	$ 1,472.00	$ 4.65	$ 1,190.40	$ 5.25	$ 1,344.00
907-636-D006	Electric Cable, Aerial Supported in Conduit, IMSA 20-1, AWG 14, 5 Conductor	LF	185	$ 3.30	$ 610.50	$ 3.80	$ 703.00	$ 4.25	$ 786.25
907-636-D008	Electric Cable, Aerial Supported in Conduit, IMSA 20-1, AWG 14, 8 Conductor	LF	441	$ 4.15	$ 1,830.15	$ 4.95	$ 2,182.95	$ 5.75	$ 2,535.75
907-637-A002	Pullbox Enclosure, Type 2	EA	7	$ 1,700.00	$ 11,900.00	$ 1,200.00	$ 8,400.00	$ 1,350.00	$ 9,450.00
907-637-A003	Pullbox Enclosure, Type 3	EA	1	$ 1,900.00	$ 1,900.00	$ 2,110.00	$ 2,110.00	$ 2,350.00	$ 2,350.00
907-637-C028	Traffic Signal Conduit, Underground, Type 4, 2"	LF	109	$ 13.00	$ 1,417.00	$ 11.65	$ 1,269.85	$ 13.00	$ 1,417.00
907-637-C030	Traffic Signal Conduit, Underground, Type 4, 3"	LF	36	$ 17.00	$ 612.00	$ 16.30	$ 586.80	$ 18.25	$ 657.00
907-637-D002	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 2"	LF	162	$ 18.00	$ 2,916.00	$ 22.15	$ 3,588.30	$ 25.00	$ 4,050.00
907-637-D003	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 3"	LF	318	$ 21.00	$ 6,678.00	$ 25.60	$ 8,140.80	$ 28.50	$ 9,063.00
907-639-J001	Type 3 Intersection Device	EA	1	$ 4,550.00	$ 4,550.00	$ 7,770.00	$ 7,770.00	$ 8,700.00	$ 8,700.00
907-643-A004	Video Vehicle Detection Sensor, Type 1A	EA	4	$ 8,000.00	$ 32,000.00	$ 5,270.00	$ 21,080.00	$ 5,900.00	$ 23,600.00
907-643-B001	Video Vehicle Detection Cable	LF	578	$ 2.50	$ 1,445.00	$ 1.50	$ 867.00	$ 1.75	$ 1,011.50
907-645-B001	Accessible Pedestrian Detection Assembly	EA	6	$ 1,100.00	$ 6,600.00	$ 930.75	$ 5,584.50	$ 1,050.00	$ 6,300.00
646-C001	LED Blank-Out Sign	EA	1	$ 8,100.00	$ 8,100.00	$ 7,280.00	$ 7,280.00	$ 8,100.00	$ 8,100.00
647-A001	Removal of Existing Traffic Signal Equipment	LS	1	$ 5,000.00	$ 5,000.00	$ 8,140.00	$ 8,140.00	$ 9,100.00	$ 9,100.00
907-653-B001	Street Name Sign	SF	30	$ 150.00	$ 4,500.00	$ 96.00	$ 2,880.00	$ 110.00	$ 3,300.00
660-A003	Equipment Cabinet, Type B	EA	2	$ 7,400.00	$ 14,800.00	$ 8,130.00	$ 16,260.00	$ 9,050.00	$ 18,100.00
682-A010	Underground Branch Circuit, AWG 10, 3 Conductor	LF	1,810	$ 11.00	$ 19,910.00	$ 9.60	$ 17,376.00	$ 11.00	$ 19,910.00
682-A018	Underground Branch Circuit, AWG 2, 3 Conductor	LF	100	$ 30.00	$ 3,000.00	$ 18.90	$ 1,890.00	$ 21.00	$ 2,100.00
682-A034	Underground Branch Circuit, AWG 6, 3 Conductor	LF	80	$ 16.00	$ 1,280.00	$ 11.95	$ 956.00	$ 13.50	$ 1,080.00
682-A039	Underground Branch Circuit, AWG 8, 3 Conductor	LF	1,445	$ 10.80	$ 15,606.00	$ 10.80	$ 15,606.00	$ 12.00	$ 17,340.00
682-B032	Underground Branch Circuit, Jacked or Bored, AWG 6, 3 Conductor	LF	150	$ 23.00	$ 3,450.00	$ 20.40	$ 3,060.00	$ 23.00	$ 3,450.00
682-B037	Underground Branch Circuit, Jacked or Bored, AWG 8, 3 Conductor	LF	300	$ 24.00	$ 7,200.00	$ 17.75	$ 5,325.00	$ 20.00	$ 6,000.00
682-D003	Underground Pull Box	EA	5	$ 2,000.00	$ 10,000.00	$ 1,690.00	$ 8,450.00	$ 1,900.00	$ 9,500.00
682-E003	Underground Junction Box With Concrete Pad	EA	8	$ 2,300.00	$ 18,400.00	$ 2,590.00	$ 20,720.00	$ 2,900.00	$ 23,200.00
682-F001	Secondary Power Controller	EA	1	$ 17,000.00	$ 17,000.00	$ 13,900.00	$ 13,900.00	$ 14,200.00	$ 14,200.00
907-683-PP001	Lighting Assembly, Per Plans 38 ft, Low Mast	EA	8	$ 24,000.00	$ 192,000.00	$ 21,900.00	$ 175,200.00	$ 24,500.00	$ 196,000.00
907-683-PP001	Lighting Assembly, Per Plans 28 ft, Low Mast	EA	7	$ 18,000.00	$ 126,000.00	$ 20,000.00	$ 140,000.00	$ 22,500.00	$ 157,500.00
684-A004	Pole Foundation, 30" Diameter	CY	41	$ 1,600.00	$ 65,600.00	$ 1,410.00	$ 57,810.00	$ 1,525.00	$ 62,525.00

City of Gulfport Landon Road Widening Engineer's Estimate and Bid Tabulations Project No. STP-9138-00(002)LPA / 107221-701000 August 16, 2024 @ 2:00 P.M.				Engineer's Estimate		First Low Bidder T. L. Wallace Construction, Inc.		Second Low Bidder Moran Hauling, Inc.	
Item No.	**Description**	**Unit**	**Quantity**	**Unit Cost**	**Amount**	**Unit Cost**	**Amount**	**Unit Cost**	**Amount**
699-A001	Roadway Construction Stakes	LS	1	$ 50,000.00	$ 50,000.00	$ 57,100.00	$ 57,100.00	$ 65,000.00	$ 65,000.00
815-A002	Loose Riprap, Size 100	TON	8	$ 120.00	$ 960.00	$ 110.00	$ 880.00	$ 750.00	$ 6,000.00
907-899-A001	Railway-Highway Provisions	LS	1	$ 50,000.00	$ 50,000.00	$ 60,000.00	$ 60,000.00	$ 130,000.00	$ 130,000.00
	Total Bid				$4,524,864.85		$4,474,987.15		$5,510,808.00

I, THE UNDERSIGNED REGISTERED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE TABULATION OF THE BIDS RECEIVED BY THE CITY OF GULFPORT ON AUGUST 16, 2024, AT 2:00 P.M. FOR FEDERAL AID PROJECT NO. STP-9138-00(002)LPA, LANDON ROAD WIDENING.

WITNESS MY SIGNATURE ON THIS THE 19TH DAY OF AUGUST, 2024.

FRED M. TYNER, REGISTERED PROFESSIONAL ENGINEER
MISSISSIPPI CERTIFICATE NUMBER 15949.

FRED MACK TYNER
REGISTERED PROFESSIONAL
ENGINEER
PE 15949
STATE OF MISSISSIPPI

Detailed Evaluation of Bids

Project Number:	STP-9138-00(002)LPA / 107221-701000
Local Public Agency:	City of Gulfport, Mississippi
Bid Opening:	Friday, August 16, 2024

<u>LPA Contact Person:</u>
Jeremy Harrison, P.E.
Project Director
4050 Hewes Avenue
Gulfport, MS 39507

<u>Engineer/Consultant:</u>
Fred M. Tyner, P.E.
Pickering Firm, Inc.
2001 Airport Rd, St. 201
Flowood, MS 39232

The City of Gulfport received 2 bids for the above referenced project. The bid proposals have been examined and the apparent lowest responsive bidder is T. L. Wallace Construction, Inc. with a total bid amount of $4,474,987.15.

The two (2) bids that were received on this project are as follows:

1.	T. L. Wallace Construction, Inc.	$4,474,987.15
2.	Moran Hauling, Inc.	$5,510,808.00

Based on the results of the bid tabulations, T. L. Wallace Construction, Inc., was the lowest responsive bidder for the project. Their bid was 1.10% below the Engineer's Estimate for the total bid. The Engineer's Estimate is included with the bid tabulation.

The Bidding Certification has been provided that certifies that the bidding process was accomplished in accordance with the Project Development Manual for Local Public Agencies, and that the Procedures for Advertising were followed.

Jeremy Harrison
Project Director

Fred M. Tyner
Project Engineer

LOCAL PUBLIC AGENCY (LPA)

SECTION 902

CONTRACT FOR _____
LOCATED IN THE COUNTY(IES) OF _____
STATE OF MISSISSIPPI,_____

This Contract is entered into by and between the Local Public Agency

_____ (the "LPA") and the undersigned contractor (the "Contractor"), as follows:

As consideration for this Contract, the LPA agrees to pay the Contractor the amount(s) set out in the Proposal attached hereto. Said payment will be made in the manner and at the time(s) specified in the Specifications and/or Special Provisions, if any. In exchange for said consideration, the Contractor hereby agrees to accept the prices stated in the Proposal as full compensation for the furnishing of all labor, materials and equipment, and the execution of the scope of work identified for this referenced Project as contemplated in this Contract, and as more fully outlined in the Contract Documents (the "Work"). The Contract Documents consist of the Advertisement, the Notice to Bidders, the Proposal, the Specifications, the Special Provisions, and the approved Plans, all of which are hereby made a part of this Contract and incorporated herein by reference.

The Contractor shall be responsible for all loss or damage arising out of, or in any way in connection with the Work, or from any unforeseen obstructions or difficulties that may be encountered in the prosecution of the Work, and for all risks of every description connected with the Work, with the exception of any items specifically excluded in the Contract Documents. The Contractor shall fully and faithfully complete the Work in a good and workmanlike manner, according to the Contract Documents and any Supplemental Agreements thereto.

The Contractor further agrees that the Work shall be done under the direct supervision of, and to the complete satisfaction of, the LPA, or their authorized representative(s), and, when federal funds are involved, subject to the inspection at all times by the Mississippi Department of Transportation or the Federal Highway Administration, or its agents, and/or the agents of any other state or federal agency whose funds are involved. Further, the Work shall be done in accordance with any applicable state and federal laws, and any such rules and regulations issued by the Mississippi Transportation Commission and/or any relevant Federal Agency.

The Contractor agrees that all labor as outlined in the Contract Documents may be secured from a list furnished by the Manager of the Win Job Center nearest the project location, or any successor thereto.

It is agreed and understood that each and every provision of law and clause required by law to be inserted into this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein. If through mere mistake or otherwise, any such provision is not inserted, then upon the application of either party hereto, the Contract shall be physically amended to make such insertion.

LOCAL PUBLIC AGENCY (LPA)

The Contractor agrees that he has read each and every clause of the Contract Documents, and fully understands the meaning of same, and hereby acknowledges that he will comply with all terms, covenants and agreements therein.

Witness our signatures, this the _____ day of _____, 20___.

_____
Contractor

By: _____
Title: _____

_____
Signed and sealed in the presence of: (name and address of witness)

_____
_____

_____(LPA)

_____
LPA Official

_____
LPA Clerk

Award authorized by the LPA in session on the ____ day of _____, _____, Minute Book No._____, Page No. _____.

TLWallace
Construction, Inc.

4025 HWY 35 NORTH
COLUMBIA, MS 39429

CITY OF GULFPORT PROCUREMENT DEPARTMENT,
1410 24TH AVENUE, HARDY BUILDING, 2ND FLOORT,
GULFPORT, MS 39501

BID FOR: " LANDON ROAD WIDENING PROJECT"

Certificate of Responsibility Number 03770-MC
State Auditor Number 00070
Federal I.D. Number 64-0574472
Privilege Tax License Number 9042

	Office Review
	PSE
	Final PSE
X	Street Ready
	Executed

CITY OF GULFPORT

PROPOSAL AND CONTRACT DOCUMENTS
FOR

FEDERAL AID PROJECT NO.
STP-9138-00(002)LPA / 107221-701000
(Harrison County)

Reconstruction of Landon Road
From Coleman Road to US Highway 49

July 2024

By:

Pickering Firm, Inc.

MATTHEW JAMES WARKENTIN
LICENSED PROFESSIONAL
ENGINEER
20849
STATE OF MISSISSIPPI

Matthew Warkentin, P.E.

7/15/24
Date

BIDDER CHECK LIST
(FOR INFORMATION ONLY)

_____ All unit prices and item totals have been entered in accordance with Subsection 102.06 of the Mississippi Standard Specifications for Road and Bridge Construction.

_____ First sheet of SECTION 905--PROPOSAL has been completed.

_____ Second sheet of SECTION 905--PROPOSAL has been completed and signed.

_____ Addenda, if any, have been acknowledged. Second sheet of Section 905 listing the addendum number has been substituted for the original second sheet of Section 905. Substituted second sheet of Section 905 has been properly completed, signed, and added to the proposal.

_____ DBE/WBE percentage, when required by contract, has been entered on last sheet of the bid sheets of SECTION 905--PROPOSAL.

_____ Form OCR-485-LPA has been completed and signed.

_____ The last sheet of the bid sheets of SECTION 905--PROPOSAL has been signed.

_____ Equal Opportunity Clause Certification, when included in contract, has been completed and signed.

_____ The Certification regarding Non-Collusion, Debarment and Suspension, etc. has been executed in duplicate.

_____ A certified check, cashier's check or bid bond payable to the Local Public Agency in the principle amount of 5% of the bid has been included with project number identified on same. Bid bond has been signed by the bidder and has also been signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent for the Surety with Power of Attorney attached.

_____ A completed Notice to Bidders regarding DUNS Requirements must be completed prior to award of the contract.

Return the proposal and contract documents in its entirety in a sealed envelope. DO NOT remove any part of the contract documents; exception – an addendum requires substitution of second sheet of Section 905. A stripped proposal is considered as an irregular bid and will be rejected.

Failure to complete any or all of the applicable requirements will be cause for the proposal to be considered irregular.

(1/2017)

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Executive Compensation Certification

Guidance for Federal Spending Transparency

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SAM.GOV Registration and Unique Entity ID

Section 901 – Advertisement

Reconstruction of Landon Road

City of Gulfport, Mississippi

Harrison County

Project No. STP-9138-00(002)LPA / 107221-701000

SECTION 901
ADVERTISEMENT

City of Gulfport
Harrison County, Mississippi

Federal Aid Project No. **STP-9138-00(002)LPA / 107221-701000**

The City of Gulfport, Mississippi, will receive bids for the Landon Road Widening Project for a total length of 0.30 miles, Federal Aid Project No. **STP-9138-00(002)LPA / 107221-701000** no later than **2:00PM (CST) on August 16, 2024** either by mail or hand delivery to the City of Gulfport Procurement Department, 1410 24th Avenue, Hardy Building, 2nd Floor, Gulfport, MS 39501, or uploaded to the Planroom at www.gulfportmsbids.com . All bids received will be publicly opened and read aloud after this time.

The work shall consist essentially of the following items:

> Reconstruction of Landon Road from Coleman Road to US Highway 49. All other related items of work required to complete the project as shown and specified in the Contract Documents.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

All questions regarding this bid should be submitted to Rick Ferguson at rferguson@pickeringfirm.com. Notice: All inquiries must be submitted in writing. Telephone inquiries will not be considered.

The attention of bidders is directed to the Contract Provisions governing selection and employment of labor. Minimum wage rates for Federal-Aid projects have been predetermined by the Secretary of Labor and are subject to Public Law 87-581 Work Hours Act of 1962, as set forth in the Contract Provisions.

The City of Gulfport, Mississippi, hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

The Contract Documents are on file and may be examined at the following locations:

1. City of Gulfport Procurement Department, 1410 24th Avenue, Hardy Building, 2nd Floor, Gulfport, MS 39501
2. Pickering Firm, Inc., 2001 Airport Road, Suite 201, Flowood, Mississippi 39232

All documents required for bidding purposes may be obtained from Pickering Firm, Inc. located at 2001 Airport Road, Suite 201, Flowood, Mississippi 39232 upon payment of $100.00 for each set, which will not be refunded. Plans and specifications may also be obtained from the City of Gulfport Procurement Office via email jversiga@gulfport-ms.gov or at www.gulfportmsbids.com.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the

total bid price, payable to the City of Gulfport as bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the contract amount.

The proposal and contract documents in its entirety shall be submitted in a sealed envelope, marked "Landon Road Widening Project" and deposited with the City of Gulfport Procurement Department, 1410 24th Avenue, Hardy Building, 2nd Floor, Gulfport, MS 39501, or shall be submitted at www.gulfportmsbids.com prior to the hour and date above designated. No stripped bids will be accepted.

Work to be performed shall be in accordance with the "Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2017", together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

The attention of Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

Direct contact with any City employee, GRC Commissioners, including Administration and City Council, on the subject of this proposal is strictly forbidden. Violation of this paragraph will result in disqualification of your submission.

Jessica Versiga
Purchasing Agent
City of Gulfport, Mississippi

PUBLISH: Clarion Ledger and Sun Herald
Dates: July 17, 2024 and July 24, 2024

Section 904 – Notice to Bidders

Reconstruction of Landon Road

City of Gulfport, Mississippi

Harrison County

Project No. STP-9138-00(002)LPA / 107221-701000

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO NOTICE TO BIDDERS NO. 1

DATE: **06/08/2021**

SUBJECT: **Governing Specifications**

Change the web address at the end of the first paragraph to the following.

https://shop.mdot.ms.gov/default.aspx?StoreIndex=1

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1 **CODE: (IS)**

DATE: **03/01/2017**

SUBJECT: **Governing Specifications**

The current (2017) Edition of the Standard Specifications for Road and Bridge Construction adopted by the Mississippi Transportation Commission is made a part hereof fully and completely as if it were attached hereto, except where superseded by special provisions, or amended by revisions of the Specifications contained within this proposal. Copies of the specification book may be purchased from the MDOT Construction Division, or online at shopmdot/default.aspx?StoreIndex=1.

A reference in any contract document to controlling requirements in another portion of the contract documents shall be understood to apply equally to any revision or amendment thereof included in the contract.

In the event the plans or proposal contain references to the 2004 Edition of the Standard Specifications for Road and Bridge Construction, it is to be understood that such references shall mean the comparable provisions of the 2017 Edition of the Standard Specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 1A LPA **CODE: (SP)**

DATE: 03/12/2019

SUBJECT: Designated Owner and Engineer

PROJECT: STP-9138-00(002)LPA / 107221-701000 – Harrison County

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof, it shall be interpreted to mean the *City of Gulfport*, the "Owner".

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Chief Engineer, or Engineer it shall be interpreted to mean the *Volkert.*

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2 **CODE: (IS)**

DATE: **03/01/2017**

SUBJECT: **Status of Right-of-Way**

Although it is desirable to have acquired all rights-of-way and completed all railroad agreements, utility adjustments and work to be performed by others prior to receiving bids, sometimes it is not considered to be in the public interest to wait until each and every such clearance has been obtained. The bidder is hereby advised of possible unacquired rights-of-way, relocates, railroad agreements and utilities adjustments which have not been completed.

The status of right-of-way acquisition, utility adjustments, encroachments, potentially contaminated sites, railroad facilities, improvements, and asbestos contamination are set forth in the following attachments.

In the event right of entry is not available to ALL parcels of right-of-way and/or all work that is to be accomplished by others on the date set forth in the contract for the Notice to Proceed is not complete, the Department will issue a restricted Notice to Proceed.

Brad White
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7249
FAX (601) 359-7050
GoMDOT.com

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Brian D. Ratliff
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Charles R. Carr
Director, Office of Intermodal Planning

September 7, 2022

Mr. Donald Davis
Division Administrator
FHWA-Mississippi Division
100 West Capitol Street, Suite 1062
Jackson, MS 39269

RE: City of Gulfport
Reconstruction of Landon Road from Coleman Road to US Highway 49
STP-9138-00(002) LPA 107221-701000
Harrison County

RIGHT-OF-WAY CERTIFICATION

Dear Mr. Davis:

This is to certify that all necessary highway rights-of-way, including control of access has been acquired or legal Right of Entry obtained and rights-of-way were acquired in accordance with 49CFR Part 24, **except** as indicated on the Status of Right of Way.

This is to further certify that all individuals and families have been relocated to decent, safe and sanitary housing, or comparable relocatees and the steps relative to relocation advisory assistance administration of the Highway Relocation Assistance Program have been taken, **except** as indicated on the attached **Status of Right of Way**.

All improvements have been removed from the highway right of way, **except** the improvements to be removed by the Contractor as indicated in the contract plans and as indicated on the attached **Status of Improvements**.

This project was inspected and there were no visible indications of any Potentially Contaminated Sites on proposed Right of Way, **except** as indicated on the attached **Status of Potentially Contaminated Sites**. The status of the utilities to be adjusted or relocated is shown in the attached **Utility Status Report**.

Transportation: The Driving Force of a Strong Economy

Sincerely,

RIGHT OF WAY DIVISION

Doug Downing

Stephen D. Downing
Assistant Division Administrator

SDD: vs

Attachments:
Right of Way Certification Report (EZ Form)
Right of Way Status Report
Utility Status Report
Railroad Facilities Status Report

Pc: Chief Engineer (65-01)
LPA Division (77-01)
Construction Engineer (73-01)
District Six (26-01)

STATUS OF RIGHT-OF-WAY

City of Gulfport
Reconstruction of Landon Road from Coleman Road to US Highway 49
STP-9138-00(002) LPA 107221-701000
Harrison County

September 7, 2022

All rights and legal rights of entry have been acquired **except** the following: None.

Right of Way Certification is issued subject to the following **conditions**:

Utility Status:

1. The listed utilities in conflict with project construction, are to be relocated by the utility owners prior to Notice to Proceed to construction.

Railroad Facilities Status:

1. The railroad agreement has been secured for the affected railroad facilities.

LPA-ROW-EZ Form
Rev 08/21

RIGHT OF WAY CERTIFICATION REPORT

Name of LPA: City of Gulfport
Project Description & Termini: Landon Road from Coleman Road to US Highway 49
FMS Project No.: 107221-701000
External Project No. STP-9138-00(002)LPA
County: Harrison
Date: September 1, 2022

Yes	No	
☐	☑	**(1) The LPA certifies that all project activities will take place on existing ROW and no additional ROW is required.**
☑	☐	**(2) The LPA certifies that based on a site inspection of the right of way for the project the right of way is clear of encroachments.**
☑	☐	**(3) The LPA certifies that there are no improvements that remain within the project right of way limits.**
☑	☐	**(4) The LPA certifies that the project has been inspected and there are no visible indications of potentially contaminated sites within the proposed right of way.**
☑	☐	**(5) The LPA certifies that the project right of way does not contain structures that required asbestos abatement.**
☐	☑	**(6) The LPA certifies that there are no utilities in conflict with the project.**
☐	☑	**(7) The LPA certifies that there are no railroads facilities affected by the above referenced project.**

If the project requires any additional ROW, or the LPA cannot certify yes to any of the seven certifications listed above, then the LPA must complete the appropriate status report found in the MDOT-LPA Project Development Manual's (PDM) Chapter 5, section 11 and include with this Report. Any errors to this certification will be the responsibility of the certifying LPA.

The LPA certifies that the LPA will accept full financial responsibility for any damage caused, or delay claims that arise, in whole or in part, due to the failure of the LPA to remove, relocate or adjust, or clear any encroachment, utility, or contaminated site. Any additional construction costs incurred as a result of working around any encroachment, utility, or contaminated site will be paid by the LPA as a non-reimbursable expense.

Wayne E. Miller
LPA Project Director (Print)

Wayne E. Miller
Signature

09/02/2022
Date

MDOT District Utility Coordinator
(For verification of Utilities only)

9/6/22
Date

OFFICE of DIRECTOR of
PUBLIC WORKS and
ENGINERRING

4050 Hewes Avenue
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228 214-2238

RIGHT OF WAY STATUS REPORT
City of Gulfport
Reconstruction of Landon Road from Coleman Road to US Highway 49
STP-9138-00(002)LPA / 107221-701000
Harrison County
September 1, 2022

The City of Gulfport certifies that "ROW is required" for the above referenced LPA project.

This is to certify that all necessary rights of way, including control of access rights (when pertinent), (X) have or (_____) have not been acquired, including legal and physical possession, for the above referenced project in accordance with Federal and State laws, including 49 CFR Part 24. All lands and improvements (if appropriate) are vacant, and the agency has physical possession and the right to enter upon all lands.

Furthermore, this is to certify that (____) there were or (X) there were no individuals or families displaced by this project. Therefore, the 49 CFR Part 24, covering the relocation of displaced persons to decent, safe, and sanitary housing and availability of adequate replacement housing (____) is or (X) is not, applicable to this project. If persons were displaced, as a result of the project, all individuals and families (NA) have or (NA) have not been moved from the ROW and relocated in accordance with 49 CFR Part 24.

The attached Table 1, Right of Way Status Report, shows all real property interests and the date that each interest has been or will be acquired and the date that each displaced person has been or will be moved as part of the above referenced project.

Wayne E. Miller, P.E.
LPA Project Director

Wayne E Miller
Signature

9-1-22
Date

Table 1
Right of Way Status Report

City of Gulfport, Mississippi
Landon Road Widening Project
STP-9138-00(002)LPA / 107221-701000
Harrison County
September 1, 2022

Parcel/Interest Reference No.	Begin Station #	Name of Owner/Tenant	Indicate acquired by Type of Deed or by ROE	Date of Possession (m/d/y)	Acquisition Cost /ROE Deposit Amt.	Relocation Assistance Cost	Date Moved
0809D-02-002.000 (East of Daniel Boulevard)	29+86.837	Harrison County School District (Owner/Lessor) Anchor Development, LLC (Tenant/Lessee/ Sub-Lessor)	Permanent Easement (E) and Tenant/Lessee Consent	June 28, 2021	HCSD: $61,861.00 Anchor: $365,404.72*	N/A	N/A
0809D-02-002.000 (West of Daniel Boulevard)	23+42.173	Harrison County School District (Owner/Lessor) Anchor Development, LLC (Tenant/Lessee/Sub-Lessor)) Snappy Investments of Gulfport, LLC (Sub-Lessee) Gulf Breeze Properties II, LLC, (Sub-Lessee)	Permanent Easement (E) and Tenant/Lessee/ Sub-Lessee Consent	February 16, 2022	HCSD: $40,687.00 Anchor: $365,404.72* Snappy: $62,680.00 Gulf Breeze: $71,760.00	N/A	N/A

Form: 4/5/2021

Parcel/Interest Reference No.	Begin Station #	Name of Owner/Tenant	Indicate acquired by Type of Deed or by ROE	Date of Possession (m/d/y)	Acquisition Cost /ROE Deposit Amt.	Relocation Assistance Cost	Date Moved
	33+03.100	Harrison County School District (Owner/Lessor) MidSouth Rail Corporation (KCS Railroad) (Tenant/Lessee)	Permanent Easement (E) and Tenant/Lessee Consent	June 28, 2021	HCSD: $1,702.00 MSRC/KCS: $21,689.00	N/A	N/A
0809D-03-011.000	19+90.000	Harrison County School District (Owner/Lessor) LLG Enterprises, LLC (Tenant/Lessee)	Immediate Possession Order	April 21, 2021	HCSD: $26,125.00 LLG: $80,032.50	N/A	N/A
0809D-02-007.000	20+32.271	Harrison County School District (Owner/Lessor) The Peoples Bank (Tenant/Lessee)	Permanent Easement (E) and Tenant/Lessee Consent	Sept. 12, 2019	HCSD: $32,191.00 Peoples: $50,820.00	N/A	N/A
0809D-02-010.000	33+70.621	Harrison County School District (Owner/Lessor) Southeastern Realty Mgt-Gulfport, LLC (Tenant/Lessee)	Permanent Easement (E) and Tenant/Lessee Consent	June 8, 2020	HCSD: $3,900.00 SERM: $15,226.00	N/A	N/A

*This amount represents the total amount paid to Anchor Development for its Leasehold interest in Tax Parcel No. 0809D-02-002.000.

OFFICE of DIRECTOR of
PUBLIC WORKS and
ENGINERRING

4050 Flewes Avenue
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228-214-2238

UTILITY STATUS REPORT

City of Gulfport
Reconstruction of Landon Road from Coleman Road to US Highway 49
STP-9138-00(002)LPA / 107221-701000
Harrison County
September 1, 2022

The following is a list of each utility owner on the above mentioned project, describing the status of each utility on the right of way and its impact on the project.

List of Each Utility Owner on the Project	Status of the Conflict with Project Construction
Mississippi Power Company	Not in conflict with construction.
Coast Electric Power Association	In conflict with construction. To be relocated by utility owner before NTP to construction: • Main Line at Sta. 21+01 • Along the west side of existing Coleman Road
Center Point Energy	In conflict with construction, to be relocated by owner before NTP to construction: • Main Line at Sta. 21+01 • Along existing Coleman Road
Sparklight	In conflict with construction, to be relocated by the utility before NTP to construction. The existing utilities in conflict are on poles owned by Coast Electric Power Association. See the Coast EPA entry above for conflict locations.
AT&T	In conflict with construction. Relocation is underway and will be completed by the utility owner before NTP to construction.
Uniti Fiber	Not in conflict with construction.
City of Gulfport	Not in conflict with construction.

The above named LPA understands that any claim by the contractor due to NOT having the utilities relocated will be a non-participating item. In the event the utility facilities are discovered to be in conflict, damaged, or otherwise impact the proposed construction, the above named LPA shall bear all responsibility and/or claims associated with these facilities.

Wayne E. Miller, P.E.
LPA Project Director

Wayne E Miller
Signature

9-1-22
Date

District Utility Coordinator Concurrence:

Clint Rye
Signature

9-6-22
Date

OFFICE of DIRECTOR of
PUBLIC WORKS and
ENGINERRING

4050 Hewes Avenue
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228-214-2238

RAILROAD FACILITIES STATUS REPORT

City of Gulfport
Reconstruction of Landon Road from Coleman Road to US Highway 49
STP-9138-00(002)LPA / 107221-701000
Harrison County
September 1, 2022

There are railroads facilities affected by the above referenced project.

The railroad agreement(s) has (have) been secured for the affected railroad facilities on the above referenced project.

Wayne E. Miller, P.E.
LPA Project Director

Signature

9-1-22
Date

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3 **CODE: (SP)**

DATE: **01/17/2017**

SUBJECT: **Final Clean-Up**

Immediately prior to final inspection for release of maintenance, the Contractor shall pick up, load, transport and properly dispose of all litter from the entire highway right-of-way that is within the termini of the project.

Litter shall include, but not be limited to, solid wastes such a glass, paper products, tires, wood products, metal, synthetic materials and other miscellaneous debris.

Litter removal is considered incidental to other items of work and will not be measured for separate payment.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO NOTICE TO BIDDERS NO. 14

DATE: 08/19/2022

PROJECT: STP-9138-00(002)LPA / 107221-701000 – HARRISON COUNTY

After the second paragraph on page 1, add the following:

Name Insured: *The Kansas City Southern Railway Company*

Description and Designation: *Upgrade of existing railroad crossing: Intersection of the centerline of Landon Road at Sta. 33+24.78 and the centerline of track in Gulfport, Mississippi.*

After the fourth paragraph on page 1, add the following:

Kansas City Southern Railroad
Mr. Mark Lindenmeyer, PLS
Contractor - Construction
The Kansas City Southern Railway Company
427 West 12th Street
Kansas City, MO 64105
352-942-7161 (Cell)
mlindenmeyer@KCSouthern.com

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 14 **CODE: (SP)**

DATE: **01/17/2017**

SUBJECT: **Railway-Highway Provisions**

Prior to bidding, the Contractor shall contact the Railroad concerning insurance coverage required for this project. In case the railroad requires coverage over and above that required by the Standard Specifications, the railroad requirements shall be met.

The name insured, description of the work and designation of the job site to be shown on the Policy are as follows:

Notice of starting to work, completion of any required forms, and correspondence pertaining to railroad liability insurance shall be directed to the person below.

The Contractor shall not commence, or carry on, any work for installation, maintenance, repair, changing or renewal of any FACILITY, under, over or on RAILROAD property at any location without giving at least ten (10) working days prior notice to the RAILROAD authorized representative at the RAILROAD's office(s) below.

If in the opinion of the RAILROAD, the presence of an authorized representative of the RAILROAD is required to supervise the same, the RAILROAD shall render bills to the Contractor for all expenses incurred by it for such supervision. This includes all labor costs for flagmen or cable locate supplied by the RAILROAD to protect RAILROAD operation, and for the full cost of furnishing, installation and later removal of any temporary supports for said tracks, as the RAILROAD's Chief Engineer's Office may deem necessary.

It will be the Contractor's responsibility to pay all bills associated with railroad flagging and cable locating. Generally, the flagging rate is $700.00 per day (1 to 8 hours) plus overtime at $125.00 per hour, however, the Contractor shall contact the RAILROAD to verify all rates.

A flagman is required anytime a Contractor does any work on or near RAILROAD property within twenty-five (25) feet horizontally of the centerline or any work over any railroad track. The RAILROAD, however, also reserves the right to require a flagman for work on RAILROAD property, which is more than twenty-five (25) feet from the centerline of a railroad track when there are other conditions or considerations that would dictate the need for a flagman to safeguard the RAILROAD's operations, property and safety of working personnel.

A cable locate of RAILROAD owned facilities may be required to identify and protect Signal & Communication cables that have been installed to provide power, signal control, wayside communications. These cables are vital to a safe and reliable railway operation. The cable locate will be performed by a qualified RAILROAD employee.

Outside Contractors are prohibited from driving on, along, or across any track that does not have a RAILROAD installed crossing. They may utilize an existing public crossing. The practice of allowing rubber tired equipment to operate over track with no crossing has been banned.

Exceptions to this rule will require the express approval from the RAILROAD Engineers.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 113 **CODE: (SP)**

DATE: **04/18/2017**

SUBJECT: **Tack Coat**

Bidders are advised that in addition to the products listed on the Department's APL as referenced in Subsection 401.03.1.2 on page 256, the Contractor may use one of the following as a tack coat.

- CSS-1
- CSS-1h
- SS-1
- SS-1h

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 246 **CODE: (SP)**

DATE: 06/27/2017

SUBJECT: Kansas City Southern Construction Requirements

Bidders are hereby advised that provisions which are required as per the Notice to Bidders entitled "Railway-Highway Provisions" shall also include the following.

The Contractor shall submit to the Project Engineer and the Railroad detailed plans and design data for temporary construction clearances, stages of construction, erection plans, demolition plans, false-work plans, excavation plans, and temporary shoring plans and calculations, as required, and shall be sealed by a Mississippi Registered Professional Engineer. All submittals must be approved by the Railroad before excavation or construction can begin within Railroad Right-of-Way. All construction submittals for work performed within the Kansas City Southern Railway Company (KCS) right-of-way shall be made per the KCS "Guidelines for the Design and Construction of Railroad Overpasses and Underpasses" as updated in May 2008.

Prior to beginning any work on the KCS right-of-way, the Contractor shall obtain a Right of Entry Permit. To request a permit application, the Contractor should contact Sylvia Schmidt. Mrs. Schmidt's contact information is as follows.

Sylvia Schmidt
Permit Manager
Jones Lang LaSalle Americas, Inc.
3017 Lou Menk Drive, Suite 100
Fort Worth, Texas 76131-2800
817-230-2688

The Contractor shall be responsible for payment of all application fees.

This project will require construction activities on the right-of-way of active railroad tracks which are currently owned and/or operated by KCS. When work requires that equipment or personnel be within the KCS right-of-way or the "foul zone" adjacent to the right-of-way, a qualified "Employee-in-Charge" (EIC) must be present for the purpose of providing on-track safety and flagging protection for the work crews. The EIC shall also be responsible for the coordination of the Contractor's activities within the KCS right-of-way with the operation of the Railroad. The EIC must be certified under the KCS General Code of Operation Rules (GCOR) and must be approved by the local KCS Roadmaster prior to beginning work on the KCS right-of-way. The Contractor will be required to provide radios for the EIC, all equipment operators, supervisors, and foremen in charge of employees working within the KCS right-of-way. All personnel who must enter upon the KCS right-of-way must check in and out with the EIC and be logged in and out of the site.

All personnel who must work within the KCS right-of-way at any time shall be trained and certified as a KCS "Roadway Worker" and must at all times have their certification card with them and available for random inspection. The Contractor will be responsible for providing this training for Contractor employees or any subcontractor(s) employees. The Contractor shall contact Mr. Larry Slater of Track Sense Inc. at 330-847-8661 or 330-219-4721 (lslater@neo.rr.com) for approximate fees and scheduling the necessary training sessions. The Contractor shall also contact the MDOT Project Engineer to see if any MDOT employees need this training. If so, the Contractor shall include the MDOT employees in the list of participates for training. The Contractor shall bear the cost of training the MDOT employees. Costs for training the MDOT employees will be reimbursed to the Contractor by supplemental agreement.

Prior to commencing work, the Contractor shall provide to the Railroad Engineer or the Railroad Engineer's designated representative, with copies to the Project Engineer, a detailed construction schedule for its work on Railroad's right-of-way, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed on Railroad right-of-way. This schedule shall also include the anticipated dates when the milestone events listed below will occur. The Contractor shall update the schedule for these milestone events as necessary, but at least monthly, and shall provide a copy of all updates to the Railroad so that site visits may be scheduled.

- Preconstruction meetings.
- Excavations, shoring placement/removal, pile driving, drilling of caissons or drilled shafts adjacent to tracks.
- Reinforcement and concrete placement for near track piers.
- Erection of precast concrete or steel overpass bridge superstructure.
- Reinforcement and concrete placement of overpass bridge decks.
- Completion of the bridge structure.

The Contractor shall so arrange and conduct construction operations in such a manner that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, cables or wires (whether overhead or underground) and other facilities or tenants on the rights-of-way of the Railroad. Before undertaking any work within Railroad right-of-way and before placing any obstruction over any track, the Contractor shall:

- Notify the Railroad's representative at least 72 hours in advance of the work.
- Provide assurance to the Railroad's representative that arrangements have been made for any required flagging service.
- Receive permission from the Railroad Engineer to proceed with the work.
- Ascertain that the Project Engineer has received copies of notice to the Railroad and the Railroad's response.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 445 **CODE: (SP)**

DATE: **10/10/2017**

SUBJECT: **Mississippi Agent or Qualified Nonresident Agent**

Bidders are hereby advised of the requirements of Subsections 102.08, 103.05.2, and 107.14.2.1 of the *2017 Standard Specifications for Road and Bridge Construction* as it refers to bonding agents. Proposal guaranties, bonds, and liability insurance policies must be signed by a **Mississippi Agent or Qualified Nonresident Agent.**

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 516 **CODE: (IS)**

DATE: 11/28/2017

SUBJECT: Errata and Modifications to the 2017 Standard Specifications

Page	Subsection	Change
16	102.06	In the seventh full paragraph, change "Engineer" to "Director."
33	105.05.1	In the sixth sentence, change "Contract Administration Engineer" to "Contract Administration Director."
34	105.05.2.1	In subparagraph 2, change "SWPPP, ECP" to "SWPPP and the ECP"
35	105.05.2.2	In subparagraphs 2, add " and" to the end of the sentence. In subparagraph 3, remove ", and" and add ".".
90	109.04.2	In the last paragraph of subparagraph (a), place a period "." at the end of the sentence.
93	109.04.2	In the last paragraph of subparagraph (g), place a period "." at the end of the sentence. Also, in the first paragraph of subparagraph (h), place a period "." at the end of the sentence.
97	109.07	Under ADJUSTMENT CODE, subparagraph (A1), change "HMA mixture" to "Asphalt mixtures."
98	109.11	In the third sentence, change "Engineer" to "Director."
219	308.04	In the last sentence of the last paragraph, change "Contractor's decision" to "Engineer's decision."
300	405.02.5.9	In the first sentence of the second paragraph, change "Hot Mix Asphalt" to "Asphalt Mixtures."
502	630.01.1	In the first paragraph, change "AASHTO" to "AASHTO's LRFD".
636	646.05	Change "each" to "per each" for the pay item units of payment.
640	656.02.6.2	In item 7), change "down stream" to "downstream".
688	630.03.2	Change the subsection number from "630.03.2" to "680.03.2."

725	702.08.3	In the second sentence of the first paragraph, change "hot-mix" to "asphalt."
954	804.02.13.1.6	In the definition for "M" in the % Reduction formulas, change "paragraph 7.3" to "paragraph 5.3."

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 757 **CODE: (SP)**

DATE: 03/20/2018

SUBJECT: Additional Erosion Control Requirements

Bidders are hereby advised of the following requirements that relate to erosion control activities on the project.

THE MAXIMUM TOTAL ACREAGE THAT CAN BE DISTURBED, AT ONE TIME, ON THE PROJECT IS NINETEEN (19) ACRES. THE CONTRACTOR SHALL BE REQUIRED TO STABILIZE DISTURBED AREAS PRIOR TO OPENING UP ADDITIONAL SECTIONS OF THE PROJECT. STABILIZED SHALL BE WHEN THE DISTURBED AREA MEETS ONE OF THE FOLLOWING CRITERIA:

- **THE AREA HAS BEEN SEEDED, EITHER TEMPORARY OR PERMANENT, AND MULCHED ACCORDING TO THE SPECIFICATIONS,OR**
- **A CRUSHED STONE COURSE OR A LIFT OF ASPHALT PAVEMENT HAS BEEN PLACED, OR**
- **THE AREA HAS BEEN CHEMICALLY TREATED USING PORTLAND CEMENT OR LIME-FLY ASH, AND SEALED.**

DISTURBED AREAS INCLUDE THE ROADBED, SLOPES AND REMAINING AREA OUT TO THE ROW LINE.

Clearing and Grubbing: Prior to beginning any clearing and grubbing operations on the project, controls shall be in place to address areas such as drainage structures, wetlands, streams, steep slopes and any other sensitive areas in accordance with the approved Erosion Control Plan or as directed by the Engineer. Clearing and grubbing should be limited to the minimum area necessary to construct the project. Grubbing operations should be minimized in areas outside the construction limits and stumps should be cut off flush with the existing ground elevations. A buffer area of at least fifteen (15) feet or as shown in the Plans shall be in place adjacent to the right-of-way line. The buffer area can either be the existing vegetation that is left undisturbed or re-established by planting new vegetation if clearing and grubbing was required. As applicable, see the Riparian Buffer Erosion Control sheet(s) in the Plans for clearing and grubbing limits adjacent to stream banks.

Unclassified Excavation: Cut sections shall be graded in accordance with the typical sections and plan grades. Permanent erosion control BMP's should be placed as soon as possible after the cut material has been moved. Fill sections that are completed shall have permanent erosion control BMP's placed. Fill sections that are not completed shall be either permanently or temporarily seeded until additional material is made available to complete these sections. All unclassified excavation on the project is be required to be moved prior to incorporating any borrow excavation. The Contractor may have to stockpile unclassified excavation in order to comply with the nineteen (19) acre requirement. No additional compensation will be made for stockpiling operations.

Disturbed areas that remain inactive for a period of more than fourteen (14) days shall be temporary grassed and mulched. Temporary grassing and mulching shall only be paid one time for a given area.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1225 **CODE: (SP)**

DATE: **11/13/2018**

SUBJECT: **Early Notice to Proceed**

Bidders are advised that if an early notice to proceed is allowed by the Department and the Contractor experiences problems or delays between the early notice to proceed date and the original notice to proceed date, this shall not be justification for any monetary compensation or an extension of contract time.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1226 **CODE: (IS)**

DATE: **11/16/2018**

SUBJECT: **Material Storage Under Bridges**

Bidders are advised that Subsection 106.08 of the Standard Specifications allows the Contractor to store materials and equipment on portions of the right-of-way. However, the Contractor will not be allowed to store or stockpile materials under bridges without written permission from the Project Engineer. The Contractor shall submit a detailed request of all proposed materials to be stored under bridges to the Engineer a minimum of 14 calendar days prior to anticipated storage. This detail shall include, but not limited to, bridge location, material type, material quantity, and duration of storage. The Project Engineer and any other needed Division will review this information and determine whether to grant approval. The Contractor shall not store any material under any bridge without written approval from the Project Engineer.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1241 **CODE: (IS)**

DATE: **11/27/2018**

SUBJECT: **Fuel and Material Adjustments**

Bidder's attention is brought to the last paragraph of Subsection 109.07 of the Standard Specifications which states that no fuel or material adjustment will be made after the completion of contract time. Any fuels consumed or materials incorporated into the work during the monthly estimate period falling wholly after the expiration of contract time will not be subject a fuel or material adjustment.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1434 **CODE: (IS)**

DATE: **03/06/2019**

SUBJECT: **Erosion Control Plan**

Bidders are advised that the Best Management Practices (BMPs) shown at sensitive areas on the Erosion Control Sheets in the Plans shall be shown on the Contractor's Erosion Control Plan and shall be used in the field as indicated on the original plans sheets. Should the installation of these BMPs produce an unsatisfactory result, the Contractor shall submit to the Engineer alternate BMPs for approval. Once approved, the Contractor shall revise the Contractor's Erosion Control Plan to include these changes.

Form No. 1
Rev. Sept. 2019

NTB 1878 Supplement
PRIME CONTRACTOR CERTIFICATION

(File prior to the Issuance of Notice to Proceed)

PRIME CONTRACTOR'S MAILING ADDRESS AND TELEPHONE NUMBER:

NAME: _____

NUMBER AND STREET (P. O. BOX): _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE NUMBER (INCLUDING AREA CODE): _____

NAME OF OWNER: City of Gulfport

STORM WATER GENERAL NPDES PERMIT NUMBER: MSR 15

PROJECT NAME: Landon Road Widening

PROJECT LOCATION: Harrison County (ies)

PERMIT COVERAGE FOR MATERIAL PITS MAY BE NEEDED AND MUST BE APPLIED FOR BY THE CONTRACTOR SEPARATELY.

I CERTIFY THAT I AM THE PRIME CONTRACTOR OF THIS PROJECT, HAVE THE PRIMARY RESPONSIBILITY TO FULLY COMPLY WITH ALL OF THE REQUIREMENTS OF THE ABOVE REFERENCED GENERAL NPDES PERMIT, AND ACCEPT FULL LIABILITY FOR NOT COMPLYING WITH THESE REQUIREMENTS.

_____ _____
SIGNATURE **DATE SIGNED**

_____ _____
PRINTED NAME **TITLE**

THIS DOCUMENT SHALL BE SIGNED ACCORDING TO THE GENERAL PERMIT, CONDITION NO. T-4, PAGE 19 OF 26.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1878 **CODE: (SP)**

DATE: 08/27/2019

SUBJECT: Storm Water Discharge Associated with Construction Activity ($\geq$ 1 and < 5 Acres)

Construction Storm Water General NPDES Permit MSR 15 to discharge storm water associated with construction activity is required. This project is granted permission to discharge treated storm water into State waters. Copies of said permit and Storm Water Pollution Prevention Plan (SWPPP) are on file with the Department.

Prior to the execution of the contract, the successful bidder shall execute and deliver to the Executive Director an original signed copy of the completed Prime Contractor Certification (Form No. 1).

Failure of the bidder to execute and file the completed Prime Contractor Certification (Form No. 1) shall be just cause for the cancellation of the award.

The executed Prime Contractor Certification (Form No. 1) shall be prima facie evidence that the bidder has examined the permit, is satisfied as to the terms and conditions contained therein, and that the bidder has the primary responsibility for meeting all permit terms and conditions including, but not limited to, the inspection and reporting requirements of the permit. For this project, the Contractor shall furnish, set up and read, as needed, an on-site rain gauge.

The Contractor must furnish the Project Engineer a completed copy of the Small Construction Notice of Intent (SCNOI) along with the Contractor's Erosion Control Plan.

The Contractor shall make inspections in accordance with condition No. S-4, Page 20, and shall furnish the Project Engineer with the results of each weekly inspection as soon as possible following the date of inspection. The weekly inspections must be documented monthly on the Inspection and Certification Form, a copy of which is provided. The Contractor's representative and the Project Engineer shall jointly review and discuss the results of the inspections so that corrective action can be taken. The Project Engineer shall retain copies of the inspection reports.

The Engineer will have the authority to suspend all work and/or withhold payments for failure of the Contractor to carry out provisions of MDEQ's Storm Water Construction General Permit, the erosion control plan, updates to the erosion control plan, and /or proper maintenance of the BMPs.

Securing a permit (s) for storm water discharge associated with the Contractor's activity on any other regulated area the Contractor occupies, shall be the responsibility of the Contractor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2172 **CODE: (SP)**

DATE: **01/06/2020**

SUBJECT: **App for Storm Water Reports**

Bidders are advised that the Department has created a smart phone App for completing and submitting storm water reports required on this project. The Contractor who monitors storm water activities and completes storm water reports will be required to download and use this App when completing and submitting storm water reports. The reports will then be readily available to all persons who need access to the forms. The App is free and is available for downloading at the following location.

https://extacctmgmt.mdot.state.ms.us/

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2206 **CODE: (IS)**

DATE: **01/14/2020**

SUBJECT: **MASH Compliant Devices**

Bidders are hereby advised that compliance associated with the requirements of meeting either the National Cooperative Highway Research Program (NCHRP) Report 350 or the Manual for Assessing Safety Hardware (MASH) for installations of certain traffic control devices and permanent safety hardware devices (guardrails, guardrail terminals, permanent portable barriers, cast-in-place barriers, all other permanent longitudinal barriers, crash cushions, cable barriers, cable barrier terminals, bridge rails, bridge rail transitions, all other terminals, sign supports, and all other breakaway hardware) as listed throughout the Standard Specifications and/or the Standard Drawings, or both, is now replaced with the requirements of meeting the 2016 version of MASH after December 31, 2019. This change applies to new permanent installations and to full replacements of existing installations.

At the preconstruction conference or prior to starting any work on the project, the Contractor shall submit a letter stating that the traffic control devices and permanent safety hardware devices as outlined within the paragraph above that are to be used on the project are certified to meet MASH 2016.

When a MASH 2016-compliant device does not exist for the new permanent installations and/or full replacement installations of permanent safety hardware devices, as listed above, a MASH 2009-compliant or a NCHRP 350-compliant device may be proposed by the Contractor for the project. A written request for such instances must be submitted by the Contractor either at the preconstruction conference or prior to starting any work on the project. The Contractor shall submit the following items to the Project Engineer: (1) a detailed list of the proposed devices and locations thereof; and (2) certification letters indicating that the proposed devices are compliant with either MASH 2009 or NCHRP 350.

When a MASH 2016-compliant device does not exist for the temporary work zone traffic control devices (Category 1, Category 2, and Category 3 devices) , a MASH 2009-compliant or a NCHRP 350-compliant device may be proposed by the Contractor for the project. Temporary work zone traffic control devices (Category 1, Category 2, and Category 3 devices) that are MASH 2009-compliant or NCHRP 350–compliant that have been in use prior to December 31, 2019, and that have a remaining service life may be proposed for use throughout their normal service life on the project by the Contractor. For either of these scenarios for temporary work zone traffic control devices, a written request must be submitted by the Contractor either at the preconstruction conference or prior to starting any work on the project. The Contractor shall submit the following items to the Project Engineer: (1) a detailed list of the proposed devices and locations thereof; and (2) certification letters indicating that the proposed devices are compliant with either MASH 2009 or NCHRP 350.

Work will only be allowed to proceed after the Department has granted written concurrence(s) with the proposed request(s) as listed above.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2273 **CODE: (SP)**

DATE: **02/12/2020**

SUBJECT: **Mississippi Special Fuel Tax Law**

Bidder's attention is brought to the second paragraph of Subsection 107.02 of the Standard Specifications which states that all Contractors and Subcontractors must comply with all requirements contained in the Mississippi Special Fuel Tax Law, Section 27-55-501, *et seq*. Attached are two Fact Sheets provided by the Mississippi Department of Revenue (MDOR) with additional information.

DEPARTMENT OF REVENUE STATE OF MISSISSIPPI

Gasoline and Dyed Diesel Used for Non-Highway Purposes

Mississippi provides a reduced rate for gasoline and dyed diesel used for non-highway purposes. The reduced rates are 6.44 cents per gallon and 5.75 cents per gallon of gasoline or dyed diesel. These fuels are generally taxed at 18 cents per gallon if for on road use.

Gasoline Used for Non-Highway Purposes

You may be entitled to a refund of 11.56 cents per gallon (making this an equivalent to a tax rate of 6.44 cents per gallon) if you desire to purchase gasoline to be used off road. The gasoline must be used for agricultural, maritime, industrial, manufacturing, domestic or non-highway purposes only.

Examples of non-highway include gasoline used in boats, golf carts, machinery used for manufacturing or farm equipment used exclusively in plowing, planting or harvesting farm products.

Refund Gasoline User

The refund is based on the amount of gallons used. Before a refund is issued, you are required to...

1. Obtain a refund gasoline user's permit and a certificate for refund booklet from the Department of Revenue;
2. Have a storage tank marked "REFUND GASOLINE"; and,
3. Purchase the gasoline from someone who holds a refund gasoline dealer's permit.

No refund will be allowed for gasoline used in motor vehicles owned or operated by a government entity or used in Mississippi government contracts.

Refund Gasoline Dealer

You must obtain a refund gasoline dealer's permit from the Department of Revenue before selling refund gasoline. At no time should the gasoline be delivered to a tank that is not properly marked. The gasoline must be dyed a distinctive mahogany color at the time of delivery.

The Department of Revenue may waive the dye requirement if the dye may cause damage to the equipment. The refund gasoline user is required to obtain the waiver from the Department of Revenue.

Dyed Diesel Used for Non-Highway Purposes

Unlike gasoline, you are not required to apply for a refund if you desire to purchase dyed diesel to be used off road. Mississippi provides a reduced rate of 5.75 cents per gallon on dyed diesel used off road. Diesel used on road is subjected to 18 cents per gallon. Dyed diesel used in motor vehicles owned or operated by a government entity or used in Mississippi government contracts will be subjected to 18 cents per gallon.

Dyed Diesel Used on the Highway

Any person who purchases, receives, acquires or uses dyed diesel for highway use will be liable to pay 18 cents per gallon and subject to a penalty in the amount of $1000.

Identifying Dyed Diesel

Storage facilities for dyed diesel must be plainly marked "NONHIGHWAY DIESEL FUEL" or "NONHIGHWAY KEROSENE". Retailers are also required to mark all pumps or dispensing equipment.

This fact sheet is intended to help you become more familiar with Mississippi tax laws and your rights and responsibilities under the laws. Nothing in this fact sheet supersedes, alters, or otherwise changes any provisions of the tax law, regulations, court decisions, or notices.

Revised March 2017

Petroleum Tax Bureau
P. O. Box 1033
Jackson, MS 39215-1033
Phone: (601) 923-7150

DEPARTMENT OF REVENUE STATE OF MISSISSIPPI

Special Fuel Used on Government Contracts

State and Local Government Contracts

Special fuel purchased, acquired or used in performing contracts with the State of Mississippi, counties, municipalities or any political subdivision is taxed at a rate of 18 cents per gallon. Special fuel includes but is not limited to the following:

- Dyed diesel fuel;
- Kerosene;
- Undyed diesel fuel; and,
- Fuel oil.

State and local government contracts include construction, reconstruction and maintenance or repairs of projects such as roads, bridges, water systems, sewer systems, buildings, drainage canals and recreational facilities. The Department of Revenue may require contractors to remit the excise tax directly to the state in lieu of paying the tax to a distributor.

Special Fuel Direct Pay Permit

Contractors that remit the excise tax to the state will be issued a Special Fuel Direct Pay Permit. This permit relieves the distributor from collecting the tax and requires the contractor to file a monthly special fuel return. The distributor should include the contractor's permit number on all invoices that are related to tax-free sales.

The contractor is required to furnish a surety or cash bond guaranteeing the payment of the excise tax prior to receiving the Special Fuel Direct Pay Permit. The Department of Revenue may accept a contractors tax bond if the bond covers the excise tax levied on special fuel.

Special Fuel Distributors

If the contractor does not have a Special Fuel Direct Pay Permit, distributors are required to collect the 18 cents excise tax and remit the tax to the Department of Revenue. The additional 12.25 cents levied on special fuel (excluding undyed diesel) should be reported on schedules 5F and 5G of the special fuel return.

Environmental Protection Fee

Special fuel distributors are required to collect the environmental protection fee even if the contractor has a Special Fuel Direct Pay Permit. The fee is levied at 4/10^{ths} of a cent per gallon. The fee is suspended or reinstated when the trust fund has exceeded or fallen below the obligatory balance.

Penalties

Any person who knowingly and willfully purchases untaxed fuel for use in equipment utilized on a road or highway construction site in this state is guilty of a misdemeanor and, upon conviction, shall be fined not less than $1,000 or more than $100,000, or imprisoned in the county jail for not more than one year, or both.

This fact sheet is intended to help you become more familiar with Mississippi tax laws and your rights and responsibilities under the laws. Nothing in this fact sheet supersedes, alters, or otherwise changes any provisions of the tax law, regulations, court decisions, or notices.

Revised March 2017

Petroleum Tax Bureau
P. O. Box 1033
Jackson, MS 39215-1033
Phone: (601) 923-7150

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2689 LPA **CODE: (SP)**

DATE: **06/15/2017**

SUBJECT: **Asphalt Smoothness Requirement**

Bidders are advised that Subsection 403.03.2.1—Smoothness Tolerances for Mean Roughness Index (MRI) is removed from this project. Any incentive or disincentive for asphalt smoothness associated with (MRI) is also hereby eliminated from this project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2766 **CODE: (SP)**

DATE: **08/05/2020**

SUBJECT: **Material Transfer Device**

Bidders are advised that the use of a material transfer device as referenced in Subsection 401.03.9 of the Standard Specifications is not mandatory on this project(s). The Contractor may use a material transfer device if desired, but it is not required.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2954 **CODE: (SP)**

DATE: 12/01/2020

SUBJECT: **Reflective Sheeting for Signs**

Bidders are hereby advised that the retroreflective sign sheeting used for signs on this project shall be as listed below and shall meet the requirements of Subsection 721.06.

Temporary Construction Signs

Temporary traffic control (orange) sign sheeting shall be a minimum Type IX Fluorescent Orange sheeting as shown in Special Provision 907-721.

Permanent Signs

Permanent signs, except signs on traffic signal poles/mast arms, shall be as follows:

- Brown background sheeting on guide signs shall be a minimum Type VIII sheeting,
- Green and blue background sheeting on guide signs shall be a minimum Type IX sheeting, and
- All white, yellow, red, fluorescent yellow, and fluorescent yellow/green sheeting shall be Type XI sheeting.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3676 **CODE: (SP)**

DATE: **09/21/2021**

SUBJECT: **Asphalt Gyratory Compactor Internal Angle Calibration**

Bidders are advised that by March 1, 2022, all asphalt gyratory compactors shall be calibrated to an internal angle of 1.16° ±0.02°. This requirement will be reflected in updates made to MT-78, MT-80, and MT-83. This calibration requirement also extends to all QC/QA testing.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3875 **CODE: (SP)**

DATE: 12/15/2021

SUBJECT: ITS General Requirements

For this Notice to Bidders, the "Engineer" shall mean the Project Engineer and/or their designee(s) throughout the rest of this NTB, unless stated otherwise.

Submittals

All submittals covered under this section shall be made electronically to the Project Engineer and to the ITS Engineer, shall clearly state the project name and project number, and should be in as few separate submittals as possible.

All products selected for use on this project shall be in compliance with 2 CFR 200.216, in addition to all other contract requirements as outlined throughout the specifications, special provisions and plans. No telecommunication and video surveillance equipment or services shall be manufactured by the following companies: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, and any subsidiary or affiliate of these entities.

Product Data. Manufacturers' product data including specifications/cut-sheets, design guides, installation manuals, operating manuals, and maintenance/service manuals shall be submitted by the Contractor for each component of the ITS system, including but not limited to cabinets, controllers, sensors, conduit, pull boxes, hardware, and all other parts of the system selected for installation.

The complete information for the original product data submittal shall be contained in as few submittals as possible and be in an organized fashion.

The product data submittal shall be accompanied by a specification checklist. At a minimum, this checklist shall clearly state the following:

1) The project name and project number
2) The date of the submittal
3) The pay item number and description
4) The part and/or model number, matching the cut-sheet
5) The manufacturer
6) A Certification Statement that the referenced product is not manufactured by any of the following: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, and any subsidiary or affiliate of these entities. (as per 2 CFR 200.216)
7) Every material requirement as stated in in this Notice to Bidders and as outlined elsewhere within this contract.

8) A statement of whether the product complies with the requirements set forth in the specifications, special provisions, plans and NTB. If product is not compliant, an explanation of non-compliance shall be provided.

All subsections of a particular section may be omitted if the section heading is included, is indicated to be not applicable, and that it is evident that all subsections being omitted are also not applicable.

It shall be the responsibility of the Contractor to guarantee the accuracy of the checklist.

Other Submittals. The following submittals shall be required:

1) Shop Drawings
2) Cabinet wiring diagrams with system labeling schedule.
3) Site wiring/connection drawings.
4) Rack diagrams showing rack mounted equipment.
5) All documentation as described in the Project Testing Plan Requirements section below.
6) Project Record Drawings:
   a. The purpose of Project Record Drawings is to provide factual information regarding all aspects of the Work, to enable future service, modifications, and additions to the Work.
   b. Project Record Drawings are an important element of this Work. Contractor shall accurately maintain Project Record Drawings throughout the course of this project.
   c. Project Record Drawings shall include documentation of all Work, including the conduit locations, pull box locations, equipment locations, foundation details, setup parameters and wiring and block diagrams.
   d. Project Record Drawings shall accurately show the physical placement of the following:
      i. Cabinets, sensors, pull boxes, and other materials installed at each site.
      ii. Conduit runs and splicing information.
   e. Project Record Drawings shall show the physical placement of each system component installed during the project at each site. Where the plan details do not depict actual field conditions, the Contractor shall amend the construction plan as required.
7) Upon completion of Work, and prior to Final Acceptance, the Contractor shall prepare and submit the final record set of Project Record Drawings. This set shall reflect the installed Work.
8) Closeout Submittals - A set of Project Record Drawings shall be provided to the Project Engineer and ITS Engineer for any items that changed or were not previously submitted, including:
   a. Project Record Drawings
   b. Product Data
   c. Installation Manuals
   d. Operating Manuals
   e. Maintenance/Service Manuals

As-Built Plans. The Contractor shall provide GPS locations of all pull boxes, splices,

termination equipment cabinets, ITS field locations and all pole locations. The Contractor shall record and submit the sequential footage markers from the fiber optic trunk and drop cables for each GPS location. The Contractor shall provide scanned PDF files of all plan sheets with pen and ink markups. The Contractor shall provide a site location inventory of ITS devices to include manufacturer model, serial numbers, MAC addresses, and IP addresses (as applicable) for all installed devices. All documentation will be due to the Department a minimum of thirty (30) calendar days after the installation.

Additional Quality Assurance Measures

The project shall be constructed in such a manner as to comply with environmental regulations and erosion control as specified in the plans and elsewhere in MDOT standard specifications.

At the completion of the Work, the site shall be cleaned, restored, grassed and otherwise stabilized to a condition consistent with conditions before work began. This work shall be paid for under other items of work.

All disturbed signs, guardrail, markers, fencing, and other roadway appurtenances shall be restored. Disturbed roadway appurtenances that require complete removal and replacement will be identified within the contract and will have separate pay items and quantities set forth for such work.

The Contractor shall clean-up debris caused by Contractor's activities on a daily basis as the work progresses. This work shall be paid for under other items of work.

All work-related accidents shall be reported immediately to the Project Engineer or his/her representative.

Maintenance and Technical Support. The supplier must provide and have a parts support system capable of providing parts for the length of the warranty period.

Project Testing Plan Requirements

The Contractor shall conduct a Project Testing Plan as required below in addition to all other project testing and acceptance procedures required elsewhere in the specifications and Plans. Some specifications contain details regarding the testing for individual device types or attributes, but this section outlines the overall testing plans for the entire project as a whole. The Project Testing Plan shall include a series of tests on all project materials occurring at various stages in the project. All costs associated with the Project Testing Plan shall be absorbed in contract pay items; no separate payment will be made for any testing.

General Requirements. The Contractor is responsible for planning, coordinating, conducting and documenting all aspects of the Project Testing Plan as detailed below and providing all required equipment for the tests. The Engineer reserves the right to attend and observe all tests.

Each test shall be an individual and separate event for each type of test and for each type of equipment as defined elsewhere within this NTB. The Contractor shall follow the testing sequence as described in this NTB and shall perform the required tests on all applicable

devices and infrastructure.

Test procedures shall be submitted and approved for each test as part of the project submittals programs. Test procedures shall include every action necessary to fully demonstrate that the material under test is clearly and definitively in full compliance with all project requirements. Test procedure actions shall cross-reference to the specifications or Plans requirement that is the subject of the test action. Test procedure actions shall cross-reference the applicable sections of the final approved Project Submittal Compliance Form and the submittal materials for the subject of the test action. Test procedures shall contain test setup and block/wiring diagrams showing all materials being tested and all test and measurement equipment, with calibration documentation, and shall contain documentation regarding the equipment configurations and programming. Test procedures shall include checkoff blanks for each project requirement included in that test and shall include forms for the documentation of all measured test results.

No testing shall be scheduled until approval of all project submittals for all materials covered under a given test and approval of the test procedures for the given test has been granted.

Unless otherwise required herein, the Contractor shall request in writing the Engineer's approval for each test occurrence a minimum of 14 days prior to the requested test date. Test requests shall include the test to be performed and the material to be tested. The Engineer reserves the right to reschedule tests if needed.

For any series of tests on different installations of a given material (e.g., different sections of cable), the Contractor shall request in writing the Engineer's approval for the first test occurrence of the series a minimum of 14 days prior to the requested test date, regardless of the notification requirements for subsequent test occurrences.

The Contractor shall provide all ancillary equipment, materials, diagnostic and test software, and computers as required in the approved test procedures.

All test results shall be documented in writing by the Contractor in accordance with the test procedure and submitted to the Engineer within seven (7) days of the completion of the test. Any given test session is considered incomplete until the Engineer has approved the documentation for that test session.

The Contractor shall provide test results documentation in electronic format and printed format (3 copies). Electronic formats shall be provided in both PDF and Microsoft Excel or other approved application. Printed copies shall be bound and organized by test, equipment type, and individual unit.

- Two sets are for the Traffic Engineering ITS Department
- One set is for the Engineer

All test results shall be provided in English units of measure.

All test results deemed by the Engineer to be unsatisfactorily completed shall be repeated by the Contractor, following all test requirements as defined elsewhere in this NTB and contract specifications. This shall include a request in writing for the Engineer's approval for the repeated test a minimum of 14 days prior to the requested test date, unless this requirement is waived by the Engineer. In the written request for each test occurrence that is a repeat of a previous test, the Contractor shall summarize the diagnosis and correction of each aspect of the previous test that was deemed unsatisfactory. Any revisions to the test procedures for a repeated test occurrence shall meet all requirements for the original test procedures, including review and approval by the Engineer.

The satisfactory completion of any test shall not relieve the Contractor of his responsibility to provide a completely acceptable and operating system that meets all requirements of this project.

It is possible for the Contractor to schedule multiple test dates and revise the actual test being performed on a particular day if; 1) the Engineer approves of the change, 2) all test scheduling requirements above have still been met for the actual test to be performed on the date, and 3) there is not an unreasonable change of location, time, duration, or requirement of the Engineer.

Factory Acceptance Test (FAT). FATs shall be conducted at the Manufacturer or Contractor's facility or at a facility acceptable to all parties prior to shipping from the factory. The goal of the FAT is to verify that the equipment meets the requirements of the specifications. All equipment to be utilized for this project shall be subject to tests that demonstrate the suitability of the design and manufacturing procedures and compliance with the contract requirements, unless an exception for a specific equipment item is granted by the Engineer. The tests shall be performed on production units identified to be delivered under this Contract. As a minimum, a FAT is required for each of the following project materials:

- Dynamic Message Signs

The FAT testing procedures and results for specifically identified materials shall demonstrate that all testing requirements as outlined within the contract (standard specifications, plans, special provisions, and notice to bidders) are met, including, but not limited to: functional/system performance requirements, electrical requirements, data transmission/communication requirements, safety/password requirements, environmental requirements, and interface requirements with other components of the project system.

The Engineer reserves the right to waive FATs which are deemed to be unnecessary and reserves the right to witness all FATs that are determined to be critical to the project. At the Engineer's discretion, the Engineer may be in attendance at the FAT for any units tested. The FAT for the first three (3) units shall be conducted during the same time period and shall be completed before additional units are produced.

The Engineer shall be notified a minimum of 45 calendar days in advance of such tests. Salary and travel expenses of the Engineer and his/her representatives will be the responsibility of the Department. In case of equipment or other failures that make a retest necessary, travel expenses associated with retests for the Engineer and his/her representatives shall be the responsibility of

the Contractor. The travel expenses shall include all costs associated with having a two-person Engineer review team on site, including but not limited to airfare, automobile rental, lodging, and per diem. These costs, excluding airfare, shall not exceed $500.00 per representative, per day. These costs shall be deducted from the payments due or charged to the withholding account of the Contractor when the project is terminated.

The vendor must complete the FAT on all remaining units on their own and submit documentation to the Engineer that the FATs were completed. The Engineer reserves the right to randomly attend those FAT tests.

No equipment for which a FAT is required shall be shipped to the project site without successful completion of factory acceptance testing as approved by the Engineer and the Engineer's approval to ship.

Bench Test Components (BTC). The Contractor shall perform a complete BTC on the lesser of the full contract quantity of units of equipment and materials or the number of units required as specified in this subsection below. The quantity listed in the subsection below is a "minimum" quantity and the Engineer reserves the right to require testing of additional quantities if the initial testing is not deemed adequate. The Contractor shall provide the testing location and facility, which shall be in Mississippi and within a 25-mile radius of the project limits. The test location must be approved by the Engineer as part of the BTC test procedure submittal.

The BTC shall demonstrate that all equipment and materials are in full compliance with all project requirements and works "out of the box" by visual inspection, setup and operation "on the bench", functional testing of the component including manufacturer's recommended startup diagnostics, and testing prior to any field installation of that equipment or material. Test results documentation shall be provided for each equipment item and material in the full contract quantity; test results documentation shall include the manufacturer's serial number and the project location ID for each item.

As a minimum, a BTC is required for each of the following project materials for quantities as shown.

- Closed Circuit Television Equipment, 4 PTZ units & 6 fixed units
- Dynamic Message Sign, 2 complete units of each type
- Travel Time Signs, 2 compete units
- Network Switches Type A, 4 units
- Network Switches Type B & F, 2 units each
- Network Switches, Type C, D, & E, 1 unit each
- ITS Radar Vehicle Detection Sensors, 6 units
- Highway Advisory Radios, 2 units
- Radio Interconnect System, 4 units of each type
- Bluetooth Detection System, 6 units
- DSRC devices, 6 units
- Roadway Weather Information System, 2 complete units
- Traveler Information Video Kiosk, 2 complete units

- Smart Work Zone System
  - Portable CCTV station, 2 complete units
  - Non-Intrusive Vehicle Detection Devices / Portable Traffic Sensors, 4 complete units
  - Highway Advisory Radio, 2 complete units
  - Portable Changeable Message Signs, 2 complete units
  - Portable Traffic Signal, 2 complete units
- Off-the-shelf and Vendor Software, all necessary
- Equipment Cabinet (Type A), 2 cabinets
- Equipment Cabinet (Type B), 4 cabinets
- Equipment Cabinet (Type C), 2 cabinets

Pre-Installation Tests (PIT). The Contractor shall perform Pre-Installation Tests (PIT) on all device quantities that are not included in the BTC. The Contractor shall provide the testing location and facility, which shall be within a 25-mile radius of the project limits or as approved by the Engineer. The test location must be approved by the Engineer as part of the PIT test procedure submittal. The PIT shall be a shortened version of the BTC to ensure the equipment will power up, operate, and was not damaged during shipment. The Engineer reserves the right to attend any PIT as desired; however, the contractor shall submit documentation of the PITs whether the Engineer is present or not. In addition to these requirements, see the DMS, TTS, and Fiber Optic Cable Special Provisions for more details.

Stand Alone Site Tests (SAT). The Contractor shall perform a complete SAT on all equipment and materials associated with the field device site, including but not limited to electrical service, conduit, pull boxes, communication links infrastructure (fiber, leased copper, wireless), cable, poles, camera lowering devices, device communication cables, cabinet apparatus, etc. The goal of the SAT is to verify that the equipment has been properly installed and commissioned according to the manufacturer requirements. A SAT shall be conducted at every field device site including communications hubs. A SAT shall be conducted for a fully installed and completed control center in the TMC as described in the TMC modification NTB. A SAT shall be conducted for all fiber optic infrastructure.

The SAT shall demonstrate that all equipment and materials are in full compliance with all project requirements, are fully functional as installed, and are in their final configuration. As part of this demonstration, SATs shall include but are not limited to the following:

- A visual inspection of the cabinet and all construction elements at the site to ensure they are compliant with the Specifications and have no physical damage or deformities.
- The inspection of the cabinet at each site shall include the functional test of all cabinet equipment, including circuit breaker, receptacles, fan and thermostat, lights, and door switches.
- Verify that manufacturer documentation for each device is present.
- A measurement of the DC power supply shall be made at the cabinet when it is operating under full load.
- Verify that all equipment has proper power, surge protector, and grounding connections.
- Inspect the integrity of all cable connections and terminations and verify that the cables are

connected and terminated as specified in the Plans.

The SATs for each site type shall include but are not limited to the following:

- *CCTV Stand Alone Site Test*: Shall be conducted at the CCTV Cabinet and shall demonstrate the complete operation of the CCTV, Network Switch, and the link(s) to any devices that are connected to the Power Supply in the CCTV Cabinet. The SAT shall include a 5-minute recording of each PTZ and Fixed camera showing the field of view and video quality. Two copies of the recording shall be provided to the Engineer on USB flash drives. The recording will start at the preset default position(s) and will demonstrate the full zoom capabilities of the cameras, as well as the full range of the pan and tilt functions of PTZ cameras. This recording shall be in a format playable with Windows Media Player or pre-approved by the Engineer.
- *ITS Communications HUT Stand Alone Site Test:* Shall be conducted at the HUT and shall demonstrate the complete operation of all equipment inside the HUT including Network Switches. This also includes visual inspection of the Site elements associated with the HUT.
- *ITS Termination Cabinet Stand Alone Site Test:* Shall be conducted at the termination cabinet and shall demonstrate the complete operation of all equipment inside the cabinet including Network Switches. This also includes visual inspection of the Site elements associated with the termination cabinet.
- *Radio Interconnect System Stand Alone Site Test:* Shall be conducted from the cabinets at both ends of the communications link (even if one end consists of existing equipment) and shall demonstrate that the radios, the antennas, the entire link, the Network Switch, and the transmission of video and/or data are fully operational. See Radio Interconnect Special Provision for more details.
- *Highway Advisory Radio Site Test:* Shall be conducted at the HAR cabinet, antenna, and advisory signs and shall demonstrate complete operation of recordings, transmissions, and remote flashing beacon unit(s). See HAR Special Provision for more details.
- *Fiber Optic Cable Stand Alone Site Test*: Shall be conducted at each Cabinet and at each HUB and shall include both power meter tests and OTDR tests. See Fiber Optic Special Provision for more details.
- *Conduit Detection Wire Stand Alone Site Test*: Shall be conducted at each pull box and shall demonstrate that a continuous run of conduit detection wire was installed between pull boxes, vaults, cabinets, and structures as required.
- *ITS Radar Vehicle Detection Stand Alone Site Test*: Shall be conducted at the IRVD Cabinet and shall demonstrate the complete operation, proper configuration, and verification of detection for each lane of traffic or zone of the IRVD unit(s).
- *BDS Stand Alone Site Test*: Shall be conducted at the Device Cabinet and shall demonstrate the complete operation and proper configuration of the unit(s), verify network connection to the BDS through ping and telnet sessions from a remote PC, and confirm that the system is fully functional by detecting Bluetooth devices at a sample rate approved by the Engineer.
- *RWIS Stand Alone Site Test*: Shall be conducted at the RWIS Cabinet and shall demonstrate the complete operation and proper configuration of the RWIS and shall verify that the remote flashing beacon unit(s) on the warning signs are activated properly as

specified and will de-activate automatically without renewal at preset intervals.

- *SWZ Stand Alone Site Test*: Shall be conducted at each device at its initial location and shall demonstrate the complete operation and proper configuration of the device as described in the Smart Work Zone Special Provision and NTB. At any subsequent locations, at a minimum, a document verifying that the device is configured for the new location shall be submitted to the Engineer.
- *Kiosk Stand Alone Site Test*: Shall be conducted at the device, verify all required video layouts and displays, demonstrate all required software features, and demonstrate the complete operation of the device and Network Switch. Refer to the Traveler Information Video Kiosk specification for more details.
  DMS & TTS Stand Alone Site Test: Shall be conducted at the Device Cabinet, verify that all pixels are operational, verify that the sign can be controlled locally through both the serial and Ethernet ports, and demonstrate the complete operation of the device and Network Switch. The signs shall be delivered with and tested using default fonts and sizes that are provided by the MDOT ATMS drivers.

The Contractor shall request in writing the Engineer's approval for each test occurrence a minimum of 14 days prior to the requested test date. The Contractor shall arrange, at no additional expense to the State, the attendance of a qualified technical representative of the equipment manufacturer to attend each test until a minimum of two (2) sites of that type are approved.

Sub-System Test (SST). The Contractor shall perform an SST on each DMS and TTS to verify and document that all remote TTS and DMS functions and alarms are operational from the TMC.

An SST is required for at least ten percent (10%) of each of the following devices being placed for the project, taken by a random sampling: BDS, Network Switch, IRVD, HAR, Radio, CCTV, Video Vehicle Detection, and RWIS including beacons. The SST will require the Contractor to demonstrate and document that all functions and alarms are operational from the TMC.

An SST is required for each Traveler Information Kiosk in the project and will require the Contractor to demonstrate and document the features demonstrated in the Kiosk SAT using remote access from the TMC.

An SST is required for each Smart Work Zone device in the project and will require the Contractor to demonstrate and document the connection between the device and the central data/video collection site. Once a Smart Work Zone device has been verified to be properly configured, working, and communicating at its current location, the device can be utilized without further testing. The Conditional System Acceptance Test, Burn-in period, Final Inspection, or Final System Acceptance is not required for a device being solely utilized as part of the temporary Smart Work Zone System. Devices moved to a new location do require verification that they are still working as intended in the new location.

The Contractor shall coordinate the SST to be performed with the Project Engineer or designee present. The Contractor shall provide an SST plan to the Project Engineer for review and approval a minimum of two weeks in advance of tests being performed.

Conditional System Acceptance Test. The Contractor shall perform a complete conditional system acceptance test on all equipment and materials in the project. The Contractor shall not request the conditional system acceptance test until the SATs have been satisfactorily completed, all as-built documentation has been submitted and approved, and all other project work has been completed to the satisfaction of the Engineer. Prior to a Conditional System Acceptance Test, the Contractor shall provide advance notice of and written test results documenting that the Contractor has performed a dry-run of the conditional system acceptance test. The Engineer reserves the right to attend a dry-run test session.

The Contractor shall coordinate the CSAT with the Engineer. The Contractor shall provide a CSAT plan to the Engineer and be approved a minimum of fourteen (14) calendar days in advance of tests being performed. The CSAT plan shall be inclusive of steps and procedures to be performed and scheduled times to perform test procedures.

The Contractor shall test all project systems simultaneously from the State TMC in a manner equivalent to the normal day-to-day operation of the system. The Conditional System Acceptance Test shall demonstrate that all equipment and materials in the network are in full compliance with all project requirements and fully functional as installed and in final configuration, communicating with and being controlled through the control center at the State TMC. If pre-processing systems (e.g., edge computing) or post-processing systems (e.g., video image processing and analytics, detection in one device triggering an alarm or event in another device, etc.) are present, these shall be tested, verified, and documented as working as intended during the CSAT. Edge computing is where data-handling activities, such as analysis and event-triggering, takes place near the physical location that the data is collected.

The Engineer reserves the right to require, at no additional expense to the State, the attendance of a qualified technical representative of the equipment and/or software manufacturers to attend any given Conditional System Acceptance Test.

Upon completion and full approval of the Conditional System Acceptance Test for all equipment in all phases, Conditional System Acceptance will be given and the Burn-in Period will begin.

Burn-In Period. Following the Engineer's written notice of successful completion of the Conditional System Acceptance Test, the entire newly installed system must operate successfully for a thirty (30) day burn-in period. The Contractor shall be responsible for the full maintenance of the newly installed equipment during the burn-in period. This maintenance includes all troubleshooting and repairs as well as providing preventive maintenance that meets the equipment manufacturer's recommendations. However, no separate payment will be made during the burn-in period. Successful completion of the burn-in period will occur at the end of thirty (30) complete days of operation without a system failure attributable to hardware, software or communications components. Each system failure during the burn-in period will require an additional thirty (30) days of successful operation prior to being eligible for Final Acceptance (i.e., if the initial burn-in period is thirty (30) days and there are two (2) system failures during this time, the burn-in period would be increased to ninety (90) days).

Burn-In General Requirements:

- Determination of a system failure shall be at the sole discretion of the Engineer.
- System failure is defined as a condition under which the system is unable to function as a whole or in significant part to provide the services as designed. While a single component failure will not constitute a system failure, chronic failure of that component or component type may be sufficient to be considered a system failure. Chronic failure of a component or component type is defined as three (3) or more failures for the same component during the burn-in period.
- Components are defined as contract items or major material elements in a contract item. For electrical and electronic contract items, components are defined as the complete assembly of materials that makes up the contract item.
- Specifically exempted as system failures are failures caused by accident, acts of God, or other external forces that are beyond the control of the Contractor. However, failure of the contractor to respond to the repair request for that failure within 24 hours may be considered a system failure.
- The Department will advise the Contractor in writing when it considers that a system failure has occurred or chronic failure exists.
- If multiple system and/or chronic failures continue to occur throughout the burn-in period due to a single component type, the Contractor may be required to replace all units of that component type with a different model or manufacturer.
- The Contractor shall document all failures and subsequent diagnosis and repair. The repair documentation shall include as a minimum:
    - Description of the problem
    - Troubleshooting and diagnosis steps
    - Repairs made
    - List of all equipment and materials changed including serial numbers.
    - Update of the equipment inventory where needed.
    - The Contractor shall provide the repair documentation to the Engineer within two (2) days of completing the repair; failure to provide acceptable documentation as required shall be reason to not approve the repair as complete. The Engineer will provide acceptance or rejection of the repair and documentation within seven (7) days of receiving the repair documentation.
    - The Engineer reserves the right to require, at no additional expense to the State, the presence of a qualified technical representative of the equipment and/or software manufacturers as related to the diagnosis and/or repair of any system failure.
- During the burn-in period, the Contractor shall perform incidental work such as touching up, cleaning of exposed surfaces, leveling and repair of sites, sodding/grassing and other maintenance work as may be deemed necessary by the Engineer to ensure the effectiveness and neat appearance of the work sites.
- During the burn-in period, the Engineer shall maintain a "burn-in period punch list" that contains required Contractor actions but that the Engineer does not define as a system failure. Each burn-in period punch list action item shall be completed by the Contractor to the Engineer's satisfaction within seven (7) days of Contractor notification of the action item.
- During the burn-in period, the Contractor is required to meet the following response times

once notified there is a problem. A response is defined as being on-site to begin diagnosing the problem.

  - Monday thru Friday: The Contractor shall respond no later than 9:00 a.m. the following morning after being notified.
  - Weekends: If the Contractor is notified on Friday afternoon or during the weekend, the Contractor shall respond by 9:00 a.m. on Monday morning.

- During the burn-in period, the Contractor shall provide all labor, materials, equipment and replacement parts to completely maintain, troubleshoot and repair all items installed under this contract. No separate payment will be made for any labor, materials, equipment, or replacement parts needed during the burn-in period.
- The overall burn-in period will be considered complete upon the successful completion of the burn-in time periods, the Engineer's acceptance of all repairs and repair documentation, completion of all burn-in period punch list actions, and a final inspection as described below.

Contract time will not cease during the burn-in period(s). Contract time for the burn-in period was considered when determining the original contract time.

Final Inspection. Upon successful completion of the burn-in period, the entire project shall be eligible for Final Inspection. The Final Inspection will be conducted provided the burn-in period has demonstrated the entire system is operating successfully. The Final Inspection shall include but is not limited to:

1. monitoring of all system functions at the State TMC to demonstrate the overall system is operational
2. a field visit to each site to ensure all field components are in their correct final configuration
3. verification that all burn-in punch list items have been completed
4. verification that all final cleanup requirements have been completed
5. approval of final as-built documentation

Prior to conducting the Final Inspection, the burn-in period shall demonstrate that all requirements defined in the specifications have been met, including, but not limited to: functional/system performance requirements, electrical requirements, data transmission/communication requirements, safety/password requirements, environmental requirements, and interface requirements with other components of the system.

The Contractor shall request in writing the Engineer's approval to start the Final Inspection a minimum of 14 days prior to the requested start date. The Engineer reserves the right to reschedule the start date if needed. The start date for the Final Inspection cannot be prior to the successful completion of the overall burn-in period.

An unsuccessful or incomplete Final Inspection shall require a new Final Inspection after the Contractor has made the necessary corrections. Up to 14 days shall be allowed for the Engineer to conduct a Final Inspection. The presence of the MDOT ITS Engineer or his/her designee is required during the final inspection.

The Engineer reserves the right to require, at no additional expense to the State, the attendance of a qualified technical representative of the equipment and/or software manufacturers to attend a portion of a Final Inspection.

The Contractor shall be responsible for the full maintenance of all project equipment and materials during the entire time period from the successful completion of the burn-in period until Final System Acceptance is granted.

Final System Acceptance. Upon successful completion of the Final Inspection and all other items of work on the project, the Engineer will grant Final System Acceptance in accordance with Subsection 105.20 of the Standard Specifications.

Beneficial Use of Dynamic Message Signs During Construction. Each DMS shall be roadside controllable (by sign vendor software) within 30 days of attachment to structures (visible to motorists). The Contractor's construction schedule shall clearly identify when installation of the signs over the roadway shall occur, and when roadside control shall be established for each sign. The Contractor shall not install a DMS over the roadway until all ancillary and infrastructure elements, including cabinets, controllers, conduits, cabling, etc. necessary to operate the sign are in place and functional. Once roadside controllable, the Contractor shall display emergency, special event, construction, safety or traveler information messages approved by MDOT, only when requested by MDOT, at no additional cost to MDOT. Normal diagnostic messaging for the purpose of installation and testing shall be determined by the Contractor but shall not be allowed to the extent that excessive power consumption or distraction to motorists occurs as determined by the Engineer. Any beneficial use of the signs to MDOT and the public prior to Final Acceptance does not constitute MDOT acceptance or waive any Contractor testing requirements. The cost that may be incurred by the Contractor to display messages as described above during this construction contract shall be considered incidental and included in the cost of other items.

Warranties

The following components of the Project shall be warranted against manufacturing defects and workmanship for a period of at least one (1) year:

- Radio interconnect system components as listed under SP 907-662-2
- Layer 2, Type A; Layer 3, Type C, Type C4, Type E1, and Type E2 Network Switches; and Network Terminal Server & Network Cellular Modem as listed under SP 907-663-5
- Communication Node Hut & Hut Modifications under SP 907-664-4
- Video Communication Equipment components under SP 907-665-1
- Bluetooth Detection System components under SP 907-666-3
- Roadway Weather Information System & Warning Signs with Flashing Beacon under SP 907-670-3
- Kiosk Monitoring Camera under SP 907-671-1
- Travel Time Sign under SP 907-674-1
- ITS Radar Vehicle Detector under SP 907-641-2
- On Street Video Equipment under SP 907-650-4;
- Highway Advisory System components under SP 907-655-2;
- Dynamic Message Signs under SP 907-656-1.

The following components of the Project shall be warranted against manufacturing defects and workmanship for a period as listed below for each respective item from the date of Final Maintenance Release.

- *Fiber Optic Cable*: Ten (10) year warranty on materials and workmanship
- *Traveler Information Video Kiosk*: Two (2) year extended warranty on materials/hardware
- *TMC Modification*: Two (2) year warranty on hardware and one (1) year warranty on software
- *Type C1, C2, & C3 Network Switches*: Five (5) year warranty on hardware
- *Type D, E, & F Network Switches*: Five (5) year warranty on hardware

The Contractor shall supply the warranties in writing with the Final Maintenance Release date documented on them. These warranties shall cover complete replacement at no charge for the equipment. The Contractor will be responsible for all labor, shipping, insurance and other charges until Final System Acceptance. Equipment covered by the manufacturers' warranties shall have the registration of that component placed in the Department's name prior to Final Inspection. The Contractor is responsible for ensuring that the vendors or manufacturers supplying the components and providing the equipment warranties recognize MDOT as the original purchaser and owner/end user of the components from new.

During the warranty period, the supplier shall repair or replace with new material of equal or greater kind and quality and meeting all of the applicable specifications herein, at no additional cost to the State, any product containing a warranty defect, provided the product is returned postage-paid by the Department to the supplier's factory or authorized warranty site. Products repaired or replaced under warranty by the supplier shall be returned prepaid by the supplier. During the warranty period, technical support shall be available from the Contractor via telephone within four (4) hours of the time a call is made by the Department. If it is deemed necessary by the Engineer, technical support shall be available from factory certified personnel of the supplier via telephone within eight (8) hours of the time of the initial call made by the Department. During the warranty period, updates, patches, performance improvements, and corrections to all software and firmware used during the project shall be made available to the Department by the supplier at no additional cost.

Training

After the Stand Alone Site Tests have been conducted but prior to Conditional System Acceptance, the Contractor shall provide separate training sessions for each subsystem training pay item included in the project. The training sessions may require multiple classes as noted below) and shall accommodate from six (6) to twelve (12) personnel per class. Additional sessions for additional personnel may be required if the make and model of the subject component is not currently in the MDOT system.

The training must include formal classroom and "hands-on" operations training with a complete demonstration of the configuration, operation, and capabilities of each component in the system. The training should also consist of a hands-on demonstration of all software configuration and functionality where applicable. Each training day shall include a mixture of classroom style

training in equipment operations, hands-on operator training using the same models of equipment furnished for the project, and question and answer sessions.

During the burn-in period, the Contractor shall also provide two (2) identical non-consecutive training sessions on the maintenance of the overall system. The training shall be provided for at least ten (10) personnel with individual copies of all training materials provided to each participant. The training must include both classroom style training and hands-on training in the field of the maintenance and troubleshooting procedures required for each component. Additional sessions for additional personnel may be required if the make and model of certain components are not currently in the MDOT system.

Prior to scheduling the training, the Contractor shall submit resume and references of the training instructor(s) to the Engineer for approval. The qualifications of the trainers must meet, at a minimum, the recommended qualifications of the equipment manufacturer with a minimum of four years of experience in training personnel. If qualified personnel are not on the Contractor's staff, a representative of the manufacturer shall provide the training.

The training shall be provided at an agreed upon location. If training requires travel on the part of training instructors, then the cost of travel shall be included.

The Contractor shall provide individual copies of documentation, training, and maintenance materials for each participant. These materials shall include detailed specifications and information pertaining to each device in the system. The documentation shall include details of the technical and operational aspects of the completed system. This shall include operational and maintenance manuals, system diagrams, cabling diagrams and mounting/positioning details. The Contractor shall supply emergency contact information and necessary procedures for obtaining vital replacement parts within a designated, agreed upon time frame.

The Contractor shall submit a detailed Training Plan including course agendas, detailed description of functions to be demonstrated, and a general schedule to the Engineer for approval within 90 days of Contract Notice-to-Proceed. The exact date of the training shall be submitted to the Engineer for approval at least four (4) weeks ahead of the date.

Grounding

The Contractor shall provide a grounding and lightning protection system to protect from electrical power surges caused by lightning or disruptions in the power supply system. Ground rods, ground conductor, lightning collectors and appurtenances shall be as detailed on the plans and as required by these specifications.

General. All non-current carrying metal parts of the site shall be grounded according to NEC specifications. In addition, all non-current carrying metal parts shall have a voltage potential of zero relative to reference ground. This reference ground shall be achieved via the equipment-grounding conductor.

Support cable, metallic cable sheaths, conduit, metal poles, pedestals, and communication building shall be made mechanically and electrically secure and grounded. Bonding and grounding jumpers

shall be properly sized according to the NEC and in no case shall they be smaller than a #6 AWG copper wire. Ground pole-mounted accessories to the pole. Equipment on wood poles shall be grounded.

Permanently ground the poles by bonding the No. 6 AWG solid copper wire to a separate ground rod.

Metal raceways, metal enclosures of electrical devices, lighting fixtures, panelboards, and other non-current carrying metallic parts of equipment shall be securely grounded.

Ground rods shall be installed according to plan details. A length of copper conductor shall be attached to the ground rod, utilizing the specified grounding methods, and connected to the grounding system. Do not ground to a permanent water system instead of the driven ground rod. Ensure that grounding devices conform to the requirements of the NEC and NEMA.

Cabinet Grounding. A single-point grounding system shall be constructed.

All grounds for the cabinet shall be installed on the side of the building that utilities, communication cables, and fiber enter. All earth grounds shall be connected to this point, including the grounding system for Surge Protection Devices (SPD). All connections to SPDs shall be made according to the manufacturer's recommendations.

A single ground bus bar shall be mounted on the side of the cabinet wall adjacent to the power panel for the connection of AC neutral wires and chassis ground wires.

The Contractor shall ensure that communication cables, AC power, emergency generator, and equipment frames are connected by the shortest practical route to the grounding system. The lead lengths from each device to the SPD shall be protected. Electrical continuity of all connections shall be verified. All non-conducting surface coatings shall be removed before each connection is made. Ground conductors shall be downward coursing, vertical, and as short and straight as possible. Sharp bends and multiple bends shall be avoided in grounding conductors.

Surge Suppressor

Surge protection device (SPD) shall be provided to protect electronics from lightning, transient voltage surges, and induced current. All SPDs shall be installed at the top and bottom of each pole to provide reliable lightning protection. SPDs shall be installed on all power, data, video and any other conductive circuit.

SPD for 120 Volt or 120/240 Volt Power. A SPD shall be installed at the utility disconnect to the cabinet. The SPD at the utility disconnect shall include L-N, L-G, and N-G protection. The SPD shall meet the requirements of UL 1449, Third Edition and be listed by a NRTL.

A SPD shall be provided where the supply circuit enters the cabinet. The SPD shall be located on the load side of the main disconnect and ahead of any and all electronic devices and connected in parallel with the AC supply. The SPD in the cabinet shall include L-N, L-G, and N-G protection. The SPD shall meet the requirements of UL 1449, Third Edition and be listed by a NRTL.

The SPD shall have a visual indication system that monitors the weakest link in each mode and shows normal operation or failure status and also provides one set of normally open (NO)/normally closed (NC) Form C contacts for remote alarm monitoring. The enclosure for a SPD shall have a NEMA 4 rating

SPDs for Low-Voltage Power, Control, Data and Signal Systems. A specialized SPD shall be installed on all conductive circuits including, but not limited to, data communication cables, coaxial video cables, and low-voltage power cables. These devices shall comply with recommendations from the device manufacturer.

SPD at Point of Use. A SPD shall be installed at the point the ITS devices receive 120 volt power and connected in series with the circuits. SPDs shall be selected and installed according to recommendation from the device manufacturer. The units shall be rated at 15 or 20 amps load and configured with receptacles. These units shall have internal fuse protection and provide common mode (L+N-G) protection.

SPDs shall meet the requirements of UL 497B or UL 497C, as applicable, and are listed by a NRTL.

Solar Power Systems

The Contractor shall provide a solar power system meeting the following requirements:

1. The supplier shall provide documentation specifying approximate daily power generation, power consumption, storage capacity, and charge rates representing an optimal power source to the satisfaction and approval of the Project Engineer.
2. Shall include a solar controller with automatic battery temperature compensation and automatic charging circuitry to prevent overcharging.
3. The battery back-up system chargers shall meet all specified requirements while operating between -40 °C to +74 °C (-40 °F to +165 °F), and 95% relative humidity.
4. Shall include metering for voltage and charging current.
5. Solar panels shall be Jet Propulsion Laboratory Block-5 tested and approved.
6. Solar panels shall be compliant with IEC 61215 and IEEE 1262.
7. Solar panels shall be break-resistant and sealed.
8. Battery shall be maintenance-free, sealed, gel-cell.
9. The Contractor shall test the battery for faulty irregularities and provide documentation to the Project Engineer stating the battery's voltage, and resistance. The battery voltage and resistance shall meet the manufacturer's specifications.

The Solar Power Systems for each site type shall include but are not limited to the following:

- *HAR Flashing Beacons*:
  1. A performance design study shall be conducted and submitted for approval for the proposed solar power system. The solar power system shall be designed on the performance design study.
  2. The solar system shall, at a minimum, operate the flashing beacons continuously at

full power for at least three (3) days with no sunlight. This must be accomplished without an auxiliary generator or AC power connection.

3. Solar panels shall have a power rating of 80-watts.
4. The Solar power system shall include a separate aluminum NEMA 3R enclosure to house the battery. This enclosure shall be designed to provide protection from rain, sleet, snow and corrosion.
   a. The enclosure shall be constructed from 0.125" thick aluminum alloy type 5052- H32.
   b. The enclosure shall be lockable.
   c. The enclosure door shall include a EDPM rubber or equivalent closed-cell gasket

- *Type A BDS*:
  1. All solar panels shall be in accordance with UL1703, or equivalent.
  2. The solar cell shall have a minimum power capacity of 30 watts.
  3. The battery shall provide sufficient power for all BDS component operation for a minimum of 168 hours (7 days).
  4. Should solar power be specified with the Type A BDS, the NEMA 4 enclosure shall be sized appropriately for the solar power components.

Performance Design Study. A performance design study shall be conducted where required before the installation of a Solar Power System. The performance design study shall include, but is not limited to:

1. The daily Solar Insulation data averaged on a monthly basis.
2. The correct Tilt Angle for the solar array.
3. The daily Array Output, in Amp-Hours, averaged on a monthly basis.
4. The total Daily Load requirement, in Amp Hours, averaged on a monthly basis.
5. A monthly Loss of Load Probability (LOLP) of the designed power supply.
6. The number of Battery Reserve Days, averaged on a monthly basis.
7. The monthly Average Battery State of Charge.
8. The statistical Interval to Loss of Load, in years.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4113 **CODE: (SP)**

DATE: **03/23/2022**

SUBJECT: **Unique Entity ID (SAM) Requirement for Federal Funded Projects**

Bidders are advised that the Prime Contractor must register and maintain a current registration in the System for Award Management (http://sam.gov) at all times during this project. Upon registration, the Contractor will be assigned a SAM Unique Entity ID.

Bidders are also advised that prior to the award of this contract, they MUST be registered, active, and have no active exclusions in the System for Award Management.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4702 **CODE: (SP)**

DATE: **11/22/2022**

SUBJECT: **App for Traffic Control Reports**

Bidders are advised that the Department has created a smart phone App for completing and submitting traffic control reports (Form CSD-762) required on this project. The Contractor who monitors traffic control activities and completes traffic control reports will be required to download and use this App when completing and submitting traffic control reports. The reports will then be readily available to all persons who need access to the forms. The App is free and is available for downloading at the following location.

https://extacctmgmt.mdot.state.ms.us/

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5551 **CODE: (SP)**

DATE: 12/06/2023

SUBJECT: Federal Bridge Formula

Bidders are hereby advised that the latest revision of Federal Highway Administration Publication No. FHWA-HOP-06-105, **BRIDGE FORMULA WEIGHTS**, dated August 2006, is made a part of this contract when applicable.

Prior to the preconstruction conference, the Contractor shall advise the Engineer, in writing, what materials, if any, will be delivered to the jobsite via Interstate route(s).

Copies of the **BRIDGE FORMULA WEIGHTS** publication may be obtained by contacting:

Federal Highway Administration
400 7th Street, SW
Washington, DC 20590
(202) 366-2212

or

https://ops.fhwa.dot.gov/freight/publications/brdg_frm_wghts/

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO NOTICE TO BIDDERS NO. 5605 LPA

DATE: 01/12/2024

The goal is 5 percent for the Disadvantaged Business Enterprise. All Bidders are required to submit Form OCR-481 for all DBEs.

LPA Projects: Delete entire Pre-Bid Meeting Section on page 2.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 – NOTICE TO BIDDERS NO. 5605 **CODE: (IS)**

DATE: **01/12/2024**

SUBJECT: **Disadvantaged Business Enterprises in Federal-Aid Highway Construction**

DEFINITIONS

For purposes of this provision, the following definitions will apply:

"DOT" means the United States Department of Transportation.
"DBE" means disadvantaged business enterprise.
"MDOT" means the Mississippi Department of Transportation.
"DBE Program" means MDOT's DBE Program.

This Contract is subject to the "Moving Ahead for Progress in the 21st Century Act (Map-21)" and applicable requirements of 49 C.F.R. part 26. Portions of the Act are set forth in this Notice as applicable to compliance by the contractor and all of the Act, and MDOT's DBE Program, is incorporated by reference herein.

MDOT has developed a Disadvantaged Business Enterprise Program ("DBE Program") that is applicable to this Contract and is made a part thereof by reference.

Copies of the DBE Program Manual may be obtained from:

Office of Civil Rights
Mississippi Department of Transportation
P.O. Box 1850
Jackson, Mississippi 39215-1850

or can be found on MDOT's website at www.mdot.ms.gov under the Business Center under Civil Rights tab.

POLICY

It is the policy of MDOT to provide a level playing field, to foster equal opportunity in all federally assisted contracts, to improve the flexibility of the DBE Program, to reduce the burdens on small businesses, and to achieve the amount of participation that would be obtained in a non-discriminatory marketplace. In doing so, it is the policy of MDOT that there will be no discrimination in the award and performance of federally assisted contracts on the basis of race, color, sex, or national origin.

DBE DIRECTORY

A list of certified DBE contractors can be found on MDOT's website at www.mdot.ms.gov under the Business Center and Project Letting tab. The DBE firm must be certified at the time the project is let and approved by MDOT to count towards meeting the DBE goal.

PRE-BID MEETING

A pre-bid meeting for monthly lettings will be held either in the Commission Room on the 1st floor of MDOT's Administration Building, 401 N. West St., Jackson, MS 39201, or via a teleconference source, at 2:00 p.m. on the Monday immediately preceding the fourth Tuesday. No pre-bid meeting is required for emergency lettings.

This meeting is to inform DBE firms of subcontracting and material supply opportunities. Attendance at this meeting is considered of prime importance in demonstrating good faith efforts to meet the contract goal.

AWARD

Award of this Contract to the lowest bidder will be contingent upon the following conditions:

1. Concurrence with the Federal Highway Administration, when applicable.
2. All bidders must submit to the Office of Civil Rights Form OCR-481 no later than the 3rd business day after opening of the bids to satisfy MDOT or have documented in the bid package that adequate good faith efforts have been made to meet the Contract goal. For any questions regarding Form OCR-481, contact the Office of Civil Rights at 601.359.7466.
3. Bidders must include OCR-485 information with their bid proposal listing all firms that submitted quotes for material supplies or items to be subcontracted. The OCR-485 information must be signed and included with the bid proposal. If the OCR-485 information is not included and signed as part of the bid proposal, the bid will be deemed irregular.

Prior to the start of any Contract work, the bidder must notify the Project Engineer, in writing, of the designated "DBE Liaison Officer" for the project. This notification must be posted on the bulletin board at the project site.

DBE REPORTS

1. OCR-481 is available on MDOT's website at www.mdot.ms.gov under the Civil Rights tab, or by calling 601.359.7466. This form must contain:
    a. The name and address of each certified DBE contractor and/or supplier; and
    b. The Reference Number, percent of work to be completed by the DBE subcontractor, and the dollar amount of each item. If a portion of an item is subcontracted, a breakdown of that item, including quantities and unit price, must be attached

detailing what part of the item the DBE firm is to perform and who will perform the remainder of the item.

2. OCR-482: At the conclusion of the project, before the final estimate is paid and the project is closed out, the prime contractor will submit to the Project Engineer Form OCR-482. In this form, the contractor must certify the total amount paid to all DBE contractors/suppliers over the life of the Contract. The Project Engineer will submit the completed Form OCR-482 to the DBE Coordinator in the MDOT Office of Civil Rights. Final acceptance of the project is dependent upon MDOT's Contract Administration Division's receipt of the completed and approved Form OCR-482 as received from the Office of Civil Rights.
3. OCR-483: The Project Engineer or Inspector will complete Form OCR-483, the Commercially Useful Function Performance Report, in accordance with MDOT S.O.P. No. OCR-03-05-02-483. Evaluations reported on this form are used to determine whether or not the DBE firm is performing a commercially useful function. The prime contractor is expected to take corrective action when the report contains any negative evaluations. DBE credit may be disallowed and/or sanctions imposed if it is determined that the DBE firm is not performing a commercially useful function. This form is to be completed and submitted to the DBE Coordinator in the Office of Civil Rights.
4. OCR-484: Each month, the prime contractor will submit to the Project Engineer OCR-484, which certifies payments to all subcontractors and lists all firms to reflect payments made during the estimate period. The prime contractor will submit this form even if they have not paid any money to a firm during the estimate period. The Project Engineer will attach the form to the monthly estimate before forwarding it to MDOT's Contract Administration Division for further processing. Failure of the contractor to submit the OCR-484 form will result in the estimate not being processed and paid.
5. OCR-485: ALL BIDDERS must submit the signed Form OCR-485 with bid proposals of all firms that submitted quotes for material supplies or items to be subcontracted. If the OCR-485 information is not included and signed as part of the bid proposal, the bid will be deemed irregular.
6. OCR-487: The OCR-487 is only used by prime contractors that are certified DBE firms. This form is used in determining the exact percentage of DBE credit for the specified project. The lowest bidder must submit this form to MDOT's Office of Civil Rights with the OCR-481 form. It may also be submitted with the Permission to Subcontract Forms (CAD-720, CAD-725, and CAD-521).

DBE forms may be obtained from the Office of Civil Rights at the MDOT Administration Building, 401 N. West St., Jackson, MS, or at www.mdot.ms.gov under the Civil Rights tab.

CONTRACTOR ASSURANCES

Each contract that MDOT signs with a contractor, and each subcontract that the prime contractor signs with a sub-contractor, must contain the following assurance set forth in 49 C.F.R. § 26.13:

> The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, sex, or national origin in the performance of this Contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of federally assisted contracts. Failure by the contractor to carry

out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as MDOT deems appropriate.

CONTRACTOR'S OBLIGATION

The contractor and all subcontractors shall take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of a portion of the work in this Contract and shall not discriminate on the basis of race, color, sex, or national origin. Failure on the part of the contractor to carry out the DBE requirements of the Contract constitutes a material breach of contract and, after proper notification, MDOT may terminate the Contract or take other appropriate action as determined by MDOT.

When a contract has a zero (0) percent goal, the contractor must take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of the work in the Contract. In this case, all work performed by a certified DBE firm is considered to be a "race neutral" measure and MDOT will receive DBE credit towards the overall State goal when the DBE firm is paid for their work. If the prime contractor is a certified DBE firm, MDOT can receive DBE credit only for the work performed by the prime contractor's work force or any work subcontracted to another DBE firm. Work performed by a non-DBE subcontractor is not eligible for DBE credit.

CONTRACT GOAL

The goal for participation by DBEs is established for the Contract in the attached Supplement. The contractor shall exercise all necessary and reasonable steps to ensure that participation is equal to or exceeds the Contract goal.

If the Contract goal established by MDOT is one (1) percent or greater, it must be met to fulfill the terms of the Contract. The contractor may list DBE subcontractors and items that exceed MDOT's Contract goal, but should any unforeseen problems arise that would prevent a DBE from completing its total commitment percentage, the contractor will meet the terms of the Contract as long as it meets or exceeds MDOT's Contract goal.

All Bidders shall submit to the Office of Civil Rights Form OCR-481, signed by the prime contractor and the DBE subcontractors, no later than the third business day after opening of the bids. Please refer to the "DBE Reports" section of this Notice to Bidders for what information must be contained in the OCR-481 Form.

If the DBE commitment shown on the last bid sheet of the proposal does not equal or exceed the Contract goal, the bidder must submit to MDOT's Contract Administration Division information that shows that adequate good faith efforts have been made to meet the Contract goal. This information must be submitted to MDOT prior to bid opening.

Failure of the lowest bidder to furnish acceptable proof of good faith efforts submitted to MDOT's Contract Administration Division prior to bid opening shall be just cause for rejection of the

proposal. Award may then be made to the next lowest responsive bidder, or the project may be re-advertised. For MDOT's reconsideration process, please see MDOT's DBE Manual.

GOOD FAITH EFFORTS AT THE TIME OF THE BIDDING

For the purposes of the DBE Program, Good Faith Effort means to have made every reasonable effort using, at a minimum, the guidelines outlined below, and any other steps deemed appropriate to initially find and/or replace a DBE to meet the established DBE Goal assigned to a project. Additional guidance can be found in Appendix A to 49 C.F.R. § 26.53(a).

The following factors are illustrative of matters that MDOT will consider in judging whether the bidder has made adequate good faith efforts to satisfy the Contract goal.

1. Whether the bidder attended the pre-bid meeting that was scheduled by MDOT to inform DBEs of subcontracting opportunities;
2. Whether the bidder reached out to the MDOT Office of Civil Rights for assistance;
3. Whether the bidder advertised in general circulation, trade association, and minority-focused media concerning the subcontracting opportunities;
4. Whether the bidder provided written notice to a reasonable number of specific DBEs that their interest in the Contract is being solicited;
5. Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested;
6. Whether the bidder selected portions of the work of the work to be performed by DBEs in order to increase the likelihood of meeting the Contract goal;
7. Whether the bidder provided interested DBEs with adequate information about the plans, specifications, and requirements of the Contract;
8. Whether the bidder negotiated in good faith with interested DBEs and did not reject them as unqualified without sound reasons based on a thorough investigation of their capabilities;
9. Whether the bidder made efforts to assist interested DBEs in obtaining any required bonding or insurance;
10. Whether the bidder has written notification to certified DBE Contractors soliciting subcontracting for items of work in the Contract;
11. Whether the bidder has a statement of why an agreement was not reached; and
12. Proof of written notification to certified DBE Contractors by certified mail that their interest is solicited in subcontracting the work defaulted by the previous DBE or in subcontracting other items of work in the Contract.

The bidder's execution of the signature portion of the proposal shall constitute execution of the following assurance:

> The bidder hereby gives assurance pursuant to the applicable requirements of "Moving Ahead for Progress in the 21st Century Act (MAP-21)" and applicable requirements of 49 C.F.R. part 26 that the bidder has made a good faith effort to meet the contract goal for DBE participation for which this proposal is submitted.

In determining whether a bidder made good faith efforts, MDOT will:

1. Scrutinize the documented efforts of the bidder;
2. Review the performance of other bidders in meeting the Contract goal;
3. Require the bidder to submit copies of each DBE and non-DBE subcontractor's quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the Contract to review whether DBE prices were substantially higher; and
4. Contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime contractor.
5. MDOT will not consider standardized (i.e., bulk or generic) mailings to DBEs requesting bids as sufficient to satisfy good faith efforts.
6. MDOT will also not consider a promise to use DBEs after Contract award as responsive to Contract solicitation, nor will it constitute adequate good faith efforts.

GOOD FAITH EFFORTS DURING THE CONTRACT

If a DBE subcontractor cannot perform satisfactorily, or at all, and this causes the OCR-481 commitment to fall below the Contract goal, the contractor must take all necessary and reasonable steps to replace the DBE with another certified DBE subcontractor or submit information to satisfy a good faith effort to MDOT. Contractor must notify the Office of Civil Rights immediately upon determination that the goal may not be achieved.

Information to be submitted to satisfy MDOT may include:

1. Did the prime contractor look at other areas of the Contract to subcontract out to DBEs?
2. Did the prime contractor look for new DBE firms to perform the same line of work?
3. Did the prime contractor identify other DBEs used in the performance of the Contract but that were not reported to MDOT?
4. Did the prime contractor select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals would be achieved?
5. Did the prime contractor provide interested DBEs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner?
6. Did the prime contractor negotiate in good faith with interested DBEs?
7. Did the prime contractor use good business judgment such as taking into consideration the DBE firm's price and capabilities as compared to non-DBE firms?
8. Did the bidder reject the DBEs as being unqualified without sound reasons?
9. Did the prime contractor make efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or the prime contractor?
10. Did the prime contractor effectively use the services of available the agency's DBE Supportive Services provider or other available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to aid in the recruitment and placement of DBEs?

When a contractor proposes to substitute/replace/terminate a DBE that was originally named on the OCR-481, the contractor must obtain a release, in writing, from the named DBE explaining

why the DBE subcontractor cannot perform the work. A copy of the original DBE's release must be attached to the contractor's written request to substitute/replace/terminate along with an appropriate Subcontract Forms for the substituted/replaced/terminated subcontractor, all of which must be submitted to the Project Engineer for forwarding to the Office of Civil Rights DBE Coordinator for review and approval actions. The replacement DBE must be a DBE who was on MDOT's list of "Certified DBE Contractors" when the job was let, and who is still active.

Under no circumstances may the prime contractor or a subcontractor perform the DBE's work without prior written approval from MDOT.

PARTICIPATION/DBE CREDIT

Participation shall be counted toward meeting the goal in this Contract as follows:

1. If the prime contractor is a certified DBE firm, only the value of the work actually performed by the DBE prime contractor can be counted towards the project goal, along with any work subcontracted to a certified DBE firm.
2. If the contractor is not a DBE, the work subcontracted to a certified DBE contractor will be counted toward the goal.
3. The contractor may count a portion of the total dollar value of a contract with a joint venture eligible under the standards of the provision equal to the percentage of the DBE partner in the joint venture towards the Contract goal.
4. Expenditures to DBEs that perform a commercially useful function may be counted toward the goal. A business is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved.
5. The contractor may count one hundred (100) percent of the expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers that produce goods from raw materials or substantially alters them for resale provided the suppliers and manufacturers assume the actual and contractual responsibility for the provision of the materials and supplies. The contractor may count sixty (60) percent of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within thirty (30) days after receipt of the materials, the contractor shall furnish to the Project Engineer invoices from the certified supplier whereby the DBE goal can be verified by MDOT's DBE Coordinator.
6. Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.
7. Only the dollars actually paid to the DBE firm may be counted towards the DBE goal. The participation of a DBE Firm cannot be counted towards the Prime Contractor's DBE goal until the amount being counted towards the goal has been paid to the DBE.

SANCTIONS

If the prime Contractor fails to fulfill the contract DBE goal commitments on the OCR-481 forms, including administrative errors, and/or is found to have taken actions that are not in compliance

with the MDOT DBE Program and 49 CFR Part 26 , MDOT has the option to enforce any or all combination(s) of the following penalties:

1. Disallowing credit to go towards the DBE goal;
2. Withholding progress estimate payments;
3. Deducting from the final estimate or recovering an amount equal to the unmet portion of the DBE goal, which may include additional monetary penalties as outlined below based on the number of offenses and the severity of the violation, as determined by MDOT:

1st Offense	10% of unmet portion of goal	or	$7,500 lump sum payment	or	Both
2nd Offense	20% of unmet portion of goal	or	$15,000 lump sum payment	or	Both
3rd Offense	40% of unmet portion of goal	or	$25,000 lump portion of goal	or	$25,000 lump sum payment and debarment

4. MDOT may debar the contractor from bidding on MDOT's federally funded projects for a period of up to twelve (12) months after notification by certified mail.

If the DBE goal is not met due to an administrative error by the contractor, MDOT has the discretion to assess a percentage of the unmet portion of the goal or any combination of the above as sanctions, in an amount that is deemed appropriate by MDOT.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5750 **CODE: (SP)**

DATE: **03/19/2024**

SUBJECT: **Manual on Uniform Traffic Control Devices (MUTCD)**

Bidders are advised that any reference to the current edition of the MUTCD or the latest edition of the MUTCD within plans, proposal, or standard specifications means the 2009 Edition and the 3 Revisions thereto.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5866 LPA **CODE: (SP)**

DATE: **10/28/2015**

SUBJECT: **Payroll Requirements**

Bidders are hereby advised that the Contractor and Subcontractor(s) are required to submit payroll information to the Project Engineers on a weekly basis.

On Federal-Aid Projects, LPA-880, LPA-881 and certified payroll submissions are required each week the Contractor or a Subcontractor performs work on the project. This is addressed in Section IV of Form FHWA-1273.

On State-Funded Projects, LPA-880 is required each week the Contractor or a Subcontractor performs work on the project.

When no work is performed on either Federal-Aid or State-Funded Projects, the Contractor should only submit LPA-880 showing no work activities.

The Contractor shall make all efforts necessary to submit this information to the Project Engineer in a weekly manner. The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to submit the required information. Submission of forms and payrolls shall be current through the first full week of the month for the estimate period in order for the Project Engineer to process an estimate.

Bidders are advised to review the requirements regarding payroll submissions in Section 110 of the Standard Specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 6000 LPA **CODE: (SP)**

DATE: **July 15, 2019**

SUBJECT: **Traffic Control Personnel Requirements**

Bidders are hereby advised that the Contractor's Traffic Control Supervisor, and the LPA's person (LPA staff, or CE&I Consultant) in responsible charge of the traffic control on the project submit to the training requirements set forth in section **618.01.2** of the Mississippi Standard Specifications for Road and Bridge Construction, 2017 edition.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 7011 **CODE: (SP)**

DATE: **5/14/2021**

SUBJECT: **Contract Time**

PROJECT: STP-9138-00(002)LPA / 107221-701000

The completion of work to be performed by the Contractor for this project will not be a specified date but shall be when all allowable working days are assessed, or any extension thereto as provided in Subsection 108.06.

The Notice of Award will be issued within 60 days of the bid opening date and the effective date of the Notice to Proceed / Beginning of Contract Time Date will be within one (1) months following the Date of the Notice of Execution of Contract Letter. Should the Notice to Proceed / Beginning of Contract Time Date fall within the winter months of December, January, or February the Notice to Proceed/Beginning of Contract time will be March 1st.

The Contractor shall request a Notice to Proceed/Beginning of Contract Time date in writing after receiving the Notice of Execution of Contract Letter and the date requested should be within the one (1) month period following the Date of the Notice of Execution of Contract Letter. The Contractor's written request for Notice to proceed Date should be given a minimum of seven (7) calendar days in advance of the Notice to Proceed requested. Should the Contractor request a Notice to Proceed earlier than stipulated above, and it is agreeable with the LPA for an early Notice to Proceed, the requested date will become the new Notice to Proceed date. Regardless of whether or not an early Notice to Proceed is granted, contract time will start at the original Notice to Proceed date.

148 Working Days have been allowed for the completion of work for the base phase of on this project.

A Preconstruction Conference as required by Subsection 108.03.2 should be held prior to commencement of any field work by the Contractor.

Any fabrication of needed materials can begin after the contract has been executed and submittals are approved.

Bidders are advised that if add options are present on the Progress Schedule provided within the Contract Documents, that careful consideration be given to the time associated with each add option. If any add options are selected by the LPA to be part of this project the time associated with the add option will be added to the project's contract time. The Contractor will be notified in writing the total Contract time at the time of the project award.

CITY OF GULFPORT

SECTION 904 - NOTICE TO BIDDERS NO. 8001 **CODE (SP)**

DATE: **5/30/2024**

SUBJECT: **CPKC Railroad Crossing Improvements Schedule**

PROJECT: **STP-9138-00(002)LPA / 107221-701000 – Harrison County**

CPKC Railroad (formerly The Kansas City Southern Railway Company) will conduct all work required to modify the existing railroad crossing for this project.

CPKC Railroad anticipates they will receive the materials necessary for the work in December 2024. They construction is expected to proceed as follows:

Phase 1 (bungalow/electrical): 4 weeks
Phase 2 (surface): 3 weeks
Phase 3 (gate arms): 1 week

The total expected construction time is anticipated to be about 8 weeks.

Bidders are notified that they will have to cooperate with CPKC during this time to avoid impacting their construction schedule.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 8500 LPA **CODE: (SP)**

DATE: 12/18/2020

SUBJECT: Allowable Density Deviations on Non-Roadway Facilities

Bidders are advised that the Engineer may, at his discretion, allow minor deviations in density requirements, not more than five percent (5%), from the specified test values per the following equation:

Minimum allowable density = specified minimum density - allowable deviation

As an example, a new asphalt bike trail with a specified minimum asphalt density of 93% of maximum density and an allowed deviation of 5%, the in-place density at full pay could be 88% of maximum density.

This deviation shall only be allowed for items of work characterized as pedestrian facilities, such as Pedestrian Pathways, Bike Trails, and Multi-use Pathways, which are not part of the roadway structure.

Before allowable deviations are accepted, the Contractor shall have demonstrated during performance of the work and documented prior to payment of each monthly estimate for the work, good faith efforts to meet the original contract requirements. This documentation shall be presented in a manner acceptable to the Engineer. Any such acceptance will not relieve the Contractor from responsibility for maintenance of the work, until the release of maintenance.

If the deviation in density from the specified test values for the work exceeds five percent (5%), the work shall be removed and replaced by the Contractor at no expense to the LPA, their Consultant, MDOT, or FHWA.

Section 906 – Required Federal Contract Provisions

Reconstruction of Landon Road

City of Gulfport, Mississippi

Harrison County

Project No. STP-9138-00(002)LPA / 107221-701000

SUPPLEMENT TO FORM FHWA-1273

DATE: 10/06/2023

SUBJECT: **Federal Contract Provisions for Subcontracts**

Federal Contract Provisions for Subcontracts

All subcontracts shall be in writing and contain all pertinent provisions and requirements of the prime contract.

Each "Request for Permission to Subcontract" (Mississippi Department of Transportation LPA Form RSP-1) shall include a copy of the subcontract. The federal contract provisions (FHWA-1273, SUPPLEMENT TO FORM FHWA-1273, NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246), DAVIS-BACON AND RELATED ACT PROVISIONS (WAGE RATES)) must be physically incorporated as part of the subcontract. A completed Mississippi Department of Transportation LPA Form NRAA-1 and LPA Form SCC-1 must be attached to the LPA Form RSP-1.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goal for female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work, is 6.9%.

Until further notice	Goals for minority participation for each trade (percent)
SHSA Cities:	
Pascagoula - Moss Point	16.9
Biloxi - Gulfport	19.2
Jackson	30.3
SMSA Counties:	
Desoto	32.3
Hancock, Harrison, Stone	19.2
Hinds, Rankin	30.3
Jackson	16.9
Non-SMSA Counties:	
George, Greene	26.4
Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha	26.5
Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo	32.0
Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall	27.7
Adams, Amite, Wilkinson	30.4

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4.2(d). Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is to the county and city (if any), stated in the advertisement.

5. The notification required in Paragraph 3 shall be addressed to the following:

Contract Compliance Officer
Mississippi Department of Transportation
P.O. Box 1850
Jackson, Mississippi 39215-1850

"General Decision Number: MS20240133 01/05/2024

Superseded General Decision Number: MS20230133

State: Mississippi

Construction Type: Highway

County: Harrison County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024

SUMS2010-056 08/04/2014

	Rates	Fringes
CARPENTER (Form Work Only).....	$ 14.43 **	0.00
CEMENT MASON/CONCRETE FINISHER...	$ 15.25 **	0.00
ELECTRICIAN.....	$ 25.57	6.79
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck).....	$ 14.75 **	0.00
INSTALLER - SIGN.....	$ 13.41 **	0.00
INSTALLER: Guardrail.....	$ 11.78 **	0.00
IRONWORKER, REINFORCING.....	$ 17.33	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	$ 12.27 **	0.00
LABORER: Common or General.....	$ 11.00 **	0.00
LABORER: Flagger.....	$ 11.16 **	0.00
LABORER: Grade Checker.....	$ 15.63 **	0.00
LABORER: Landscape.....	$ 12.00 **	0.00
LABORER: Luteman.....	$ 12.88 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	$ 13.14 **	0.00
LABORER: Pipelayer.....	$ 15.00 **	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	$ 13.19 **	0.00
OPERATOR: Asphalt Spreader.....	$ 14.83 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	$ 15.62 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	$ 11.86 **	0.00
OPERATOR: Broom/Sweeper.....	$ 14.25 **	0.00
OPERATOR: Bulldozer.....	$ 15.47 **	0.00
OPERATOR: Concrete Saw.....	$ 14.96 **	3.27
OPERATOR: Crane.....	$ 15.89 **	0.00
OPERATOR: Distributor.....	$ 13.87 **	0.00
OPERATOR: Grader/Blade.....	$ 16.44 **	0.00
OPERATOR: Loader.....	$ 14.38 **	0.00
OPERATOR: Mechanic.....	$ 19.33	0.00

OPERATOR: Milling Machine.....$ 15.44 ** 0.00

OPERATOR: Oiler.....$ 12.22 ** 0.00

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 15.81 ** 0.00

OPERATOR: Roller (All Types)....$ 14.23 ** 0.00

OPERATOR: Scraper.....$ 14.00 ** 0.00

OPERATOR: Tractor.....$ 12.29 ** 0.00

TRUCK DRIVER: Flatbed Truck.....$ 14.72 ** 0.00

TRUCK DRIVER: Lowboy Truck.....$ 11.00 ** 0.00

TRUCK DRIVER: Mechanic.....$ 12.31 ** 0.00

TRUCK DRIVER: Water Truck.....$ 17.08 ** 0.00

TRUCK DRIVER: Dump Truck (All Types).....$ 14.32 ** 0.00

TRUCK DRIVER: Semi/Trailer Truck.....$ 14.36 ** 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date

for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Section 907 – Special Provisions

Reconstruction of Landon Road

City of Gulfport, Mississippi

Harrison County

Project No. STP-9138-00(002)LPA / 107221-701000

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-101-1 **CODE: (IS)**

DATE: **07/20/2023**

SUBJECT: **Definitions and Terms**

Section 101, Definitions and Terms, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-101.01--Abbreviations. After the abbreviation API on page 1, add the following.

APL Approved Products List

Replace the abbreviation for AWPA on page 1 with the following.

AWPA American Wood Protection Association

907-101.02--Definitions. Delete the sentence after the list of holidays in Subsection 101.02 on page 6 under **holidays, legal**, and substitute the following.

When a legal holiday falls on a Saturday or Sunday, the succeeding Monday, or as proclaimed by the Governor, will be observed as a legal holiday.

Delete the definition for Notice to Proceed in Subsection 101.02 on page 8, and substitute the following.

Notice to Proceed - Written notice to the Contractor to proceed with the contract work.

Delete the definition for "Plans" in Subsection 101.02 on page 8, and substitute the following.

plans - The approved plans, profiles, typical cross-sections, working drawings and supplemental drawings, or exact reproduction thereof, that show the location, character, dimensions, and details of the work to be done. The plans may also include electronic files, referred to on the plans as Electronic Files Identified as Plans, which may include engineering models, spreadsheets, CADD files or other electronic files used to convey design intent. When the contract does not have an official set of plans, reference to the plans shall mean the contract documents.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-102-4 LPA **CODE: (SP)**

DATE: **06/30/2017**

SUBJECT: **Bidding Requirements and Conditions**

Subsection 102.06--Preparation of Proposal. Delete the first, second, third and fourth paragraphs of Subsection 102.06 on page 15 and substitute the following:

The bidder's coplete original proposal shall be submitted upon the forms furnished by the Department and shall enter in a unit price and extension in the appropriate columns for each bid item exclusive of those items for which a fixed contract unit price and the extension are shown. Lump sum bid items are to be bid as an item total only since a unit price is not required. The bidder shall also enter where indicated the subtotal amount for each of the various divisions and the total amount of the proposal which shall also include the extensions of the items with a fixed contract unit price. In case of discrepancy between a unit price and the extension, the unit price will govern and the extension along with the total amount of the proposal will be corrected. All figures shall be in ink or typed.

Delete the first sentence of the ninth paragraph and add the following:

The bidders proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation; or by an agent of the Contractor legally qualified to bind the Contractor and acceptable to the State.

Subsection 102.08--Proposal Guaranty. Delete the two paragraphs in Subsection 102.08 on page 17 and subsitute the following:

No proposal will be considered unless accompanied by certified check, cashier's check or bid bond, made payable to the LPA listed in the contract, in an amount of not less than five percent (5%) of the total amount of the proposal offered. The guaranty shall be evidence of good faith that, if awarded the contract, the bidder will execute the contract and give performance and payment contract bond(s) as stipulated in Subsection 103.05.1, 103.05.2, and as required by law.

If a bid bond is offered as guaranty, the bond must be on a form approved by the Chief LPA Official, made by a Surety acceptable to the Chief LPA Official and signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent and the Bidder. Such bid bond shall also conform to the requirements and conditions stipulated in Subsection 103.05.2 as applicable.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-105-2 **CODE: (IS)**

DATE: **07/20/2023**

SUBJECT: **Control of Work**

Section 105, Control of Work, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-105.01--Authority of the Engineer. Delete the first sentence of the second paragraph of Subsection 105.01 on page 31, and substitute the following.

The Engineer has the right to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to correct conditions unsafe for workmen or the general public, for failure to carry out provisions of the Contract, or for failure to carry out orders.

907-105.02--Plans and Working Drawings. Delete the first paragraph of Subsection 105.02 on page 31, and substitute the following.

After the contract is executed by the Executive Director, the Contractor will receive, free of charge, two bound copies of the proposal and contract documents (one executed and one blank) two full scale copies of the plans, five half-scale copies of the Plans, and Electronic Files Identified as Plans. The Contractor shall have one copy of the proposal and contract documents and one half-scale copy of the plans available at all times during work activity on the project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-106-1 **CODE: (IS)**

DATE: **10/25/2022**

SUBJECT: **Control of Materials**

Section 106, Control of Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

After Subsection 106.13 on page 47, add the following.

907-106.14--Buy America Materials Sourcing Requirements for Federal-Aid Projects. The "Infrastructure Investment and Jobs Act" (the "Act"), or Bipartisan Infrastructure Law (BIL), was enacted on November 15, 2021 (See Public Law No. 117-58, Sections 70901-70953). The Buy America provisions of the Act expand the previous Buy America requirements beyond what is currently required for steel and iron products.

Any steel and iron materials per Subsection 700.01 or construction materials per Subsection 907-700.01.1, that are used for a Federal-Aid highway construction project, shall be domestically manufactured (as further described in Subsection 700.01) and compliant with current requirements of the Act, as implemented by the Office of Management and Budget (OMB) in the "Preliminary Guidance for Construction Materials" in OMB Memorandum M-22-11.

As determined by the Department within the contract prior to award, all products and/or materials will only be classified under one of the following categories: Steel and Iron, Manufactured Products, and Construction Materials. It is the Prime Contractor's responsibility to ensure all submittals required for Buy America are submitted to the Project Engineer prior to the products and/or materials being incorporated into the work.

The following items require Buy America Certification on Federal-Aid projects:

(a) Steel and Iron
(b) Construction Materials

A list of items that require Buy America Certification may be viewed at www.goMDOT.com under Business Center → Engineering Standards/Guides/Manuals → Construction Materials.

Items classified as a Manufactured Product that do not include steel and iron components do not require a Buy America Certification on a Federal-Aid project. Manufactured Products are currently exempted under the 1983 waiver from FHWA. Manufactured Products are determined by the Department's Materials Division.

To be considered a Manufactured Product, an item shall meet one of the following requirements:

(a) The item consists of two or more of the listed construction materials that have been combined through a manufacturing process.
(b) The item consists of at least one of the listed construction materials that has been combined through a manufacturing process with a material that is not listed as a construction material.

Buy America provisions do not apply to temporarily used items that (1) are specified to be removed at the end of the project per the contract provisions or (2) are specified to remain in place per the contract provisions and are also documented by the Department in the contract provisions to be removed in a subsequent imminent, near-term phased project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-107-2 **CODE: (SP)**

DATE: **01/31/2018**

SUBJECT: **Contractor's Erosion Control Plan**

Section 107, Legal Relations and Responsibility to Public, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-107.22--Environmental Protection.

907-107.22.1--Contractor's Erosion Control Plan (ECP). After the first sentence of the first paragraph of Subsection 107.22.1 on page 63, add the following.

The ECP shall be submitted electronically to the Project Engineer who will forward it to the appropriate MDOT Divisions.

Delete the example Narrative in Subsection 107.22.1 on page 65, and substitute the following.

EXAMPLE
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
Storm Water Pollution Prevention Plan (SWPPP)
Narrative

General Permit Coverage No: MSR_____
Project Number: _____
County: _____
Route: _____

SITE INFORMATION

This project consists of grading and installing drainage structures necessary to construct approximately 6 miles of parallel lanes on SR 31 between the Hinds County Line and the Rankin County Line.

SEDIMENT AND EROSION CONTROLS

a) **Vegetative Controls:** Clearing and grubbing areas will be minimized to comply with the buffer zones (minimum of 15 feet along the ROW lines and 5 feet along creeks) as per the contract documents. A combination of temporary and permanent grassing will be used to protect slopes as construction progresses. **Should a disturbed area be left undisturbed for 14 days or more, placement of temporary BMPs (seeding & mulching, silt fences, basins, ditch checks, slope drains, etc.) or permanent erosion control measures (seeding & mulching, riprap, paved ditch, flumes, etc.) will be initiated by the next working day after the land disturbing activities have stopped.**

b) **Structural Controls:** Gravel construction entrance/exit will be installed near Stations 145+50, 159+50, 164+50 & 172+50. Riprap ditch checks will be constructed at Stations 144+50, 151+75, 162+00 & 166+25. The Concrete washout area will be at Stations 140+25, 152+00 & 168+50.

c) **Housekeeping Practices:** Structural BMPs will be cleaned out when sediment reaches 1/3 to 1/2 of the height of the BMP. Maintenance and repair of equipment will be performed off-site, material wash out will occur either off-site or within designated wash out areas.

d) **Post-Construction Control Measures:** As construction is completed, permanent vegetative growth will be established on disturbed soils to improve soil stability and provide a buffer zone for loose material. Paved ditches and flumes will be placed as specified in the ECP to reduce erosion in concentrated flow areas and rip rap will be placed as specified to dissipate flow energy and reduce flow velocity.

IMPLEMENTATION SEQUENCE

Perimeter controls will be installed first. Clearing and grubbing will be performed in 19-acre sections beginning at the BOP and temporary grassing will be installed as needed. Temporary erosion control BMPs will be installed at the drainage structures prior/during construction of the drainage structures. Grading activities will commence at the BOP and proceed towards the EOP, fill slopes will be permanently grassed in stages for fill heights that exceed 5 feet. Base materials will be installed on completed grading sections with the paving to follow.

MAINTENANCE PLAN

All erosion and sediment control practices will be checked for stability and operation following every rainfall but in no case less than once every week. Any needed repairs will be made immediately to maintain all practices as designed. Sediment basins will be cleaned out when the level of sediment reaches 2.0 feet below the top of the riser. Sediment will be removed from the front/upstream end of the BMPs when it becomes about 1/3 to 1/2 height of BMP.

_____ _____
Prime Contractor's Signature Date

_____ _____
Printed Name Title

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-108-4 **CODE: (SP)**

DATE: **10/07/2020**

SUBJECT: **Subletting of Contract**

Section 108, Prosecution and Progress, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-108.01--Subletting of Contract.

907-108.01.1--General. Delete the third sentence of the tenth paragraph of Subsection 108.01.1 on the bottom of page 72.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-109-5 **CODE: (IS)**

DATE: **11/14/2023**

SUBJECT: **Measurement and Payment**

Section 109, Measurement and Payment, of the 2017 Edition of the Mississippi StandardSpecifications for Road and Bridge Construction is hereby amended as follows.

907-109.01--Measurement of Quantities. Delete the sixth full paragraph of Subsection 109.01on page 88, and substitute the following.

If appropriate based on the specific circumstances of the project, the Contractor may request that material specified to be measured by the cubic yard or ton be converted to the other measure. The Contractor must submit this request to the Engineer. The Engineer will provide an approval or denial in writing. The decision is in the sole discretion of the Engineer. If approved, factors for this conversion will be determined by the District Materials Engineer and agreed to by the Contractor. The conversion of the materials along with the conversion factor will be incorporated into the Contract by supplemental agreement. The supplemental agreement must be executed before such method of measurement is used.

907-109.04--Extra Work.

907-109.04.1--Supplemental Agreement. Delete the second paragraph of Subsection 109.04.1 on page 90.

907-109.04.2--Force Account Agreement. Delete the last sentence of subparagraph (c) in Subsection 109.04.2 on page 91, and substitute the following.

An amount will be added equal to fifteen percent (15%) of the sum thereof, excluding sales tax.

Delete subparagraph (d) in Subsection 109.04.2 on pages 91 & 92, and substitute the following.

(d) **Equipment.** Equipment used for force account work shall be of sufficient size and type necessary to perform the required work in an economic and expeditious manner. The Contractor must provide the manufacturer, make, model, year, type of fuel and other necessary information to determine proper hourly payment rates. Subject to advance approval of the Engineer, actual transportation cost for a distance of not more than 200 miles will be reimbursed for equipment not already on the project.

For equipment authorized by the Engineer for use on the force account work, the Engineer will use the equipment rental rates from the "*Rental Rate Blue Book*" as published on the Equipment Watch website www.equipmentwatch.com for the time period the force account work is authorized to determine payment to the Contractor. The maximum allowable rates

are determined as follows:

1. The hourly equipment rate will equal the FHWA total hourly rate. This rate takes into account adjustment factors for age and region.
2. The hourly estimated operating costs have been included in the FHWA total hourly rate.
3. The idle and standby rates shall be as listed in the "*Rental Rate Blue Book*" as reported by *Equipment Watch*.
4. These rates include the basic machine plus any necessary attachments.

Standby rates shall apply when equipment is not in operation and is approved by the Engineer to standby for later use to complete the work. Idle rates shall apply to equipment located on the project and the engine is burning fuel but no ground engaging or other components are actively engaged in meaningful work. In general, idle or standby rates shall apply when equipment is not in use, but will be needed again to complete the work and the cost of moving the equipment will exceed the accumulated standby cost. If the idle standby cost should exceed the equipment moving cost to or from the work site, the Contractor will be entitled to the moving cost only. Idle or standby rates will be used under the following conditions:

1. The equipment is totally dedicated to the force account work and not used intermittently on other work.
2. Idle or standby cost will be considered only after equipment has been operated on force account work.
3. The sum of idle or standby time and operating time shall not exceed eight (8) hours per day or 40 hours in a week.
4. Idle or standby payment will not apply to days not normally considered to be work days such as holidays, weekends, or days of inclement weather when no other work is taking place.

The Department will not pay for idle or standby time when equipment is inoperable, for time spent repairing equipment, or for the time elapsed after the Engineer has advised the Contractor that the equipment is no longer needed. The Department will determine if it will be more cost effective to pay standby time on approved equipment on site or for multiple mobilizations.

If equipment is needed, which is not included in the *Rental Rate Blue Book* as reported by *Equipment Watch*, the Department and Contractor will agree upon reasonable rental rates in writing before the equipment is used.

All equipment shall be subject to approval from day to day in accordance with the requirements of Subsection 108.05.

907-109.06--Partial Payment.

907-109.06.2--Advancement on Materials.
Delete the next to last paragraph of Subsection 109.06.2 on page 95, and substitute the following.

Materials for which an advanced payment has been allowed must be paid for by the Contractor within 30 days of the estimate on which the advanced payment was first allowed and proof of said payment must be verified by the supplier. If proof of payment is not furnished within the allowable 30 days, the advanced payment will be deducted on subsequent current estimates until such time that proof of payment is furnished.

907-109.07--Changes in Material Costs. After the fifth paragraph of Subsection 109.07 on page 96, change the web address to the following.

https://mdot.ms.gov/portal/current_letting

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-234-1 **CODE: (SP)**

DATE: **10/13/2021**

SUBJECT: **Silt Fence**

Section 234, Silt Fence, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-234.02--Materials. Delete the first paragraph of Subsection 234.02 on page 181, and substitute the following.

Materials used in silt fence and super silt fence may be accepted by certification per Subsection 700.05.1. Geotextile fabric, posts, staples and woven wire backing, when required, shall meet the requirements of Subsection 714.13.

907-234.05--Basis of Payment. Add the "907" prefix to the pay items listed on page 183.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-504-4 **CODE: (IS)**

DATE: **11/21/2023**

SUBJECT: **Fiber-reinforced Concrete Pavement**

Section 907-504, Fiber-reinforced Concrete Pavement, is hereby added to and made a part of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-504 - FIBER-REINFORCED CONCRETE PAVEMENT

907-504.01--Description. This work consists of thin and ultra-thin pavement, composed of fiber-reinforced concrete, without steel reinforcement, constructed in accordance with these specifications and in reasonably close conformity with the lines, grades, thicknesses, and cross sections shown on the plans or established by the Engineer.

Thin pavements are defined as pavements greater than or equal to four inches in thickness.

Ultra-thin pavements are defined as pavements less than four inches in thickness.

907-504.02--Materials. Materials shall meet the applicable requirements of Division 700 and the following Subsections:

Portland Cement	701.01 and 701.02
Blended Cement	701.01 and 701.04
Fine Aggregate	703.01 and 703.02
Coarse Aggregate	703.01 and 703.03
Curing Materials	713.01
Admixtures	713.02
Water	714.01
Fly Ash	714.05
Slag Cement	714.06

907-504.02.1--Hydraulic Cement Concrete Mixture. The hydraulic cement concrete mixture design shall meet the requirements in Section 907-799 for Class WT.

907-504.02.2--Basis of Acceptance. The Contractor shall furnish the concrete necessary for test specimens. Department personnel meeting the certification requirements of Subsection 804.02.9 will be responsible for all concrete testing in accordance with the tests required in Subsection 804, Table 5: DEPARTMENT'S MINIMUM REQUIREMENTS FOR QUALITY ASSURANCE, Section B: Plastic Concrete.

All aspects of Quality Control (QC) sampling of concrete mixture in accordance with the latest

edition of the Department's *Concrete Field Manual* shall be performed by Department personnel. Sampling will be performed on the first load delivered and placed each day and randomly at a minimum frequency of once for each subsequent 50 cubic yards delivered and placed per day.

907-504.02.2.1--Slump. Slump of plastic concrete shall meet the requirements of Table 1: MASTER PROPORTION TABLE FOR PORTLAND CEMENT CONCRETE DESIGN in Section 907-799. A check test will be made on another portion of the sample before rejection of any load.

907-504.02.2.2--Air. Total air content of concrete shall be within the specified range for the class of concrete listed in Table 1: MASTER PROPORTION TABLE FOR PORTLAND CEMENT CONCRETE DESIGN in Section 907-799. A check test will be made on another portion of the sample before rejection of any load.

907-504.02.2.3--Yield. A yield check will be performed each 400 cubic yards in accordance with AASTHO T121. If the yield of the concrete mixture design is more than plus or minus 3% of the designed volume, the mixture shall be adjusted by a Class III Certified Technician representing the Contractor to yield the correct volume plus or minus 3%.

907-504.02.2.4--Temperature. For mixtures containing fly ash or GGBFS in accordance with the requirements in 907-504.02.1, the maximum plastic concrete acceptance temperature shall be 95°F. Plastic concrete containing fly ash or GGBFS in accordance with the requirements in 907-504.02.1 with a plastic concrete acceptance temperature exceeding 95°F will be rejected and not used in Department work. For all other mixtures the maximum plastic concrete acceptance temperature shall be 90°F. Plastic concrete for all other mixtures with a plastic concrete acceptance temperature more than 90°F will be rejected and not used in Department work.

Plastic concrete with an acceptance temperature less than the minimum temperature in Subsection 804.03.16.1 will be rejected and not used in Department work.

907-504.02.2.5--Compressive Strength.

907-504.02.2.5.1--Strength Testing for Acceptance. Compressive strength cylinders cast for acceptance of the pavement shall meet the minimum acceptance strength requirement listed in Table 1 in Section 907-799. These cylinders shall be standard cured in accordance with the requirements in AASHTO T23, Section 10.1 and its subsequent paragraphs.

907-504.02.2.5.2--Strength Testing for Opening to Traffic.

Use of Cylinders. In addition to compressive strength testing for acceptance of the pavement, compressive strength testing shall be performed to accommodate traffic movements. Compressive strength cylinders cast for early opening of the pavement to traffic shall meet the minimum opening to traffic strength requirement listed in Subsection 907-504.03.11. These cylinders shall be field cured next to the pavement until time of test specified by the Engineer in accordance with the requirements in AASHTO T23, Section 10.2 and its subsequent paragraphs.

Use of Maturity Method. In lieu of using concrete strength cylinders to determine when concrete pavement can be opened to traffic, if the Contractor has previously developed the strength/maturity relationship for the mix, an approved maturity meter may be used to determine concrete strengths. A maturity meter probe shall be inserted into the last concrete placed that represents the pavement area to be tested. The maximum amount of concrete which may be represented by a maturity meter probe is 50 cubic yards. The pavement may be opened to traffic when maturity meter reading indicates that the required opening-to-traffic strength is obtained.

Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO T325. Validation of the maturity curves shall be made at least once for every 500 cubic yards produced of each concrete mixture used. Validation of the maturity curve shall be considered acceptable when the results of compressive strength tests are within 10% of the predicted value determined by the maturity curve. If the 10% requirement is not met, a new maturity curve shall be developed.

Technicians using the maturity meter or calculating strength/maturity graphs shall be required to have at least two hours of training prior to using the maturity equipment. Training and maintaining a list of approved maturity technicians is maintained by the Mississippi Concrete Association.

907-504.03--Construction Requirements. Prior to the removal of any existing pavement, the Contractor shall submit a Work Plan to the Engineer for approval. The Contractor shall submit this plan to the Engineer a minimum of 14 days prior to the removal of the existing pavement. This plan shall include, but not be limited to, the following:

- the proposed procedures for concrete placement, screeding, consolidation, finishing and surface texturing, curing method, and jointing;
- a list or description of the equipment proposed for use to accomplish the proposed procedures including the quantities of each piece of equipment;
- a list or description of the materials, such as curing materials or corrugated strips used during joint installation, proposed for use to accomplish the proposed procedures including the quantities of each material; and
- a scale drawing of the areas of work with the locations of all joints.

The plan may also include a written description of how the Contractor plans to adjust a batch of concrete if it determined that the batch does not initially conform to the requirements in Subsections 907-504.02.2.1 and/or 907-504.02.2.2. The Contractor may use this plan to adjust the batch to bring it within the applicable acceptance criteria for slump and/or total air content. The plan to adjust the batch shall conform to the requirements in Subsections 907-804.02.12.1.1 (d) and/or 907-804.02.12.1.1 (f),

907-504.03.1--Removal of Existing Pavement. Existing asphalt pavement to be removed and replaced with thin or ultra-thin fiber-reinforced concrete pavement shall be removed only by milling per Section 406. Prior to the milling operation, saw cuts shall be made to the neat lines, grades and depths, and in the locations shown on the drawings. If the milled surface is concrete, the milled surface shall be completely free of the existing asphalt pavement, including any previously applied asphalt bonding materials.

If the surface on which the thin or ultra-thin fiber-reinforced concrete pavement is to be placed is an existing concrete pavement, the existing concrete surface after milling shall be made to be completely free of all existing asphalt pavement, including all previously applied asphalt bonding materials.

Additionally, areas where traffic is expected to cross the transition from the remaining asphalt pavement to the thin or ultra-thin concrete pavement and vice versa shall meet the grades and depths shown in Figure 1. For areas where the flow of traffic is longitudinal with respect to the pavement, the transition areas shall meet the requirements for a Longitudinal Transition shown in Figure 1. For areas where the flow of traffic is transverse with respect to the pavement, the transition areas shall meet the requirements for a Transverse Transition shown in Figure 1. Saw cuts and milling shall meet the requirements of this Subsection to the required neat lines, grades, and depths required in Figure 1.

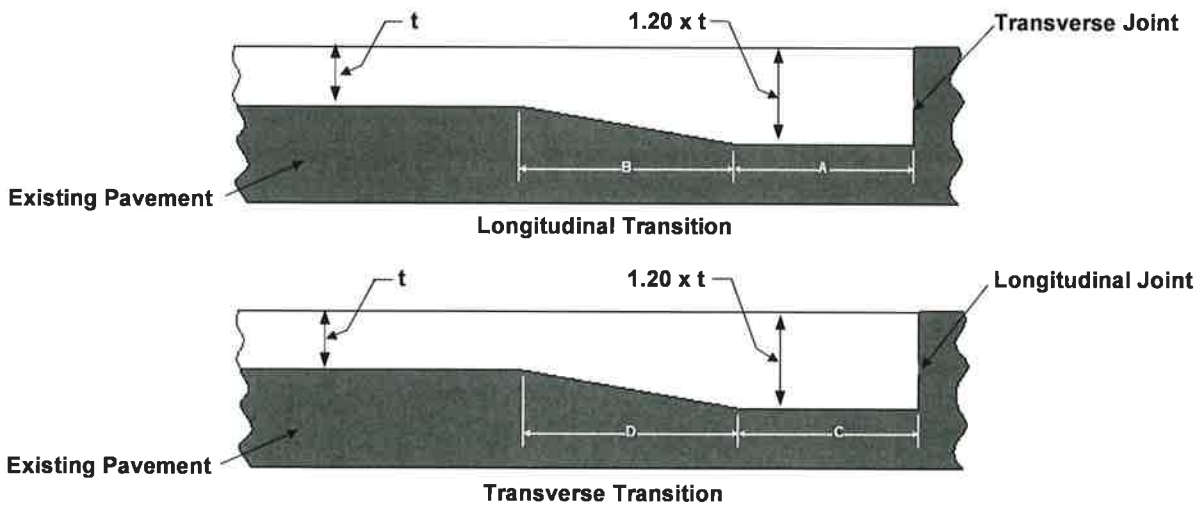

Figure 1

Dimension A in Figure 1 shall be no less than the transverse joint spacing required for the thickness, t, of the thin or ultra-thin concrete pavement per Table 2. Dimension B shall be either 0, 1, or 2 times the transverse joint spacing required for the thickness, t, of the thin or ultra-thin concrete pavement per Table 2.

Dimension C in Figure 1 shall be no less than the longitudinal joint spacing required for the thickness, t, of the thin or ultra-thin concrete pavement per Table 2. Dimension D shall be either 0, 1, or 2 times the longitudinal joint spacing required for the thickness, t, of the thin or ultra-thin concrete pavement per Table 2.

If there is sufficient thickness of the existing asphalt as determined by the Engineer, with approval by the Engineer and at no additional expense to the Department the Contractor may remove more than t from the entire area to be replaced with thin or ultra-thin concrete pavement. Additionally,

if the Contractor elects to remove 1.20 x t or more over the entire area to be replaced with thin or ultra-thin concrete pavement, this shall be in lieu of dimension B and dimension D.

907-504.03.2--Preparation of Grade. The foundation upon which the concrete pavement is to be placed shall be prepared within the tolerances set out in Subsection 321.03.

907-504.03.3--Setting Forms. The requirements for setting forms shall meet the requirements of Subsection 501.03.8 and its subsequent paragraphs.

907-504.03.4--Base Preparation. Prior to placement of concrete, the milled surface shall be cleaned of dust, debris, oils, or all other substances which may potentially interfere with the new concrete pavement from bonding to the surface. The surface cleaning shall be performed using with high-pressure water which does not damage the milled surface. After cleaning the milled surface with water, the milled surface shall be allowed to completely dry prior to placing the concrete. The Contractor shall use fans, blowers, or high-pressure, oil-free compressed air to dry the milled surface and also remove any remaining dust, debris, or other substances. The application of air by fans, blowers, or high-pressure, oil-free compressed air shall not damage the milled surface. Additionally, the base shall meet the requirements of Subsection 501.03.9 and it subsequent paragraphs, including dampening of the milled surface. There shall be no puddles or standing water on the milled surface prior to placing the concrete.

907-504.03.5--Placing, Spreading, and Finishing. Concrete pavement shall be formed and constructed to the neat lines, grades, cross section, and thicknesses shown on the drawings. Concrete shall be placed and spread in an approved manner so as to distribute the concrete uniformly without segregation. Additional placement requirements are provided in Subsection 501.03.13 and its subsequent paragraphs.

Final finishing of the concrete pavement surface shall be in accordance with Subsection 501.03.17 and its subsequent paragraphs.

Under no circumstances shall water be used as a finishing aid or worked into the concrete surface. This includes water added by fogging, spraying, and/or pouring.

The surface of the concrete pavement shall be transverse tined in accordance with Subsection 501.03.18.4.

907-504.03.6--Joints. All joints shall be created by sawing using equipment meeting the requirements of Subsection 907-504.03.7.2. Sawing of the joints shall commence as soon as the concrete has hardened sufficiently to support the weight of the saw. The spacing and depth of all of joints shall meet the requirements of "Joint Spacing Requirements for Various Pavement Thicknesses" shown in Table 2. The maximum width of the joint shall be 0.125 inch.

Table 2
JOINT SPACING REQUIREMENTS FOR VARIOUS PAVEMENT THICKNESSES

Minimum Pavement Thickness	Maximum Joint Spacing (Transverse x Longitudinal)	Minimum Joint Depth	
		Within 2 hours of finishing	More than 2 hours after finishing
inches	feet	inches	inches
3	3 x 3	1	1
4	4 x 4	1	1
5	5 x 6	1	1¼
6	5 x 6	1	1½

Because the use of "early entry" dry cut saws is required, corrugated plastic filler strips shall be used at the intersection of all saw cuts, and at locations where the wheels of the early entry saw cross a previously cut joint, to prevent future spalling at the corners of the intersection. The joints shall not be sealed but shall be cleaned of all deleterious material after sawing by using compressed air. Air compressors used to clean the joints shall meet the requirements of Subsection 413.03.1. Pavement thickness and other details shall be as specified in the plans or contract documents.

907-504.03.6.1--Timing of Sawing. The Contractor shall inspect the concrete within 90 minutes after the completion of the application of liquid membrane at each location to determine if the concrete is sufficiently hardened to support the weight of the saw. If the concrete has not sufficiently hardened to support the weight of the saw, the Contractor shall inspect the concrete at least every 30 minutes after each subsequent inspection to determine if the concrete is sufficiently hardened to support the weight of the saw. Sawing shall not begin or shall be discontinued if there is any raveling of the joints or marring of the surface of the concrete during installation of the joints. If sawing is discontinued due to the concrete not being able to support the weight of the saw or due to raveling of joints, the Contractor shall inspect the concrete at least every 30 minutes to determine if the concrete has sufficiently hardened. FHWA Publication No. HIF-07-004 (Integrated Materials and Construction Practices for Concrete Pavement: A State-of-the-Practice Manual) shall be used as a guide for determining the timing of joint installation. Information about this Publication may be found at the following web site:

http://www.fhwa.dot.gov/pavement/pub_listing.cfm

For successful installation of joints, the Contractor may need to inspect the concrete at more frequent time intervals than those listed above and with the understanding that concrete placed later in the day may be sufficiently hard for joint installation prior to concrete placed earlier in the day. If joints are not installed in a sufficient amount of time such that concrete cracks at locations other than the installed joints, the Contractor shall repair the pavement to the satisfaction of the Engineer at no additional costs to the State.

907-504.03.7--Equipment.

907-504.03.7.1--Concrete Production and Transportation. Equipment and processes used for concrete production shall meet the requirements of Subsection 804.02.11 with automatic systems for recording batch weights and compensating for the moisture in the fine aggregate. Additionally, the requirements of AASHTO M157, Sections 8, 9, 10, and 11 shall be followed. Following

AASHTO M157, Section 11.7, on arrival to the job site of a mixer truck, a maximum of 1½ gallons of water per cubic yard may be allowed to be added to bring the slump within the required limits; water shall not be added at a later time. Batch ticket information shall meet the requirements of Subsection 804.02.12.3, including the documentation of the addition of water described above and/or job-site addition chemical admixtures per Subsection 907-504.02.2.

907-504.03.7.1.1--Limitations of Mixing. Except in emergencies, no concrete shall be mixed or placed when the natural light will be insufficient for finishing. In case of an emergency, the Engineer may permit finishing during periods of insufficient light provided adequate and approved lighting is furnished by the Contractor.

Concrete shall not be placed on a frozen foundation, nor shall frozen aggregate be used in the concrete.

907-504.03.7.1.2--Cold or Hot Weather Concreting. During periods of cold or expected cold weather, the limitations for beginning a concrete pour and the limitations for temperature control of the mixture and its components shall be in accordance with the provisions of Subsection 804.03.16.1.

During periods of hot weather or arid atmospheric conditions the provisions of Subsection 804.03.16.2 shall be applicable.

907-504.03.7.2--Concrete Saw. The concrete pavement joints shall be cut utilizing only an "early entry" dry cut saw, approved by the Engineer. Other type saws may be used for other sawing applications, provided the saw meets the requirements of Subsection 501.03.6.1. Proper, approved sawing equipment and sufficient labor shall be present on the site prior to each day's placement of concrete. Placement shall not commence until said equipment and labor are on site.

907-504.03.7.3--Other Equipment. Other equipment and tools necessary for handling materials and performing all parts of the work shall be approved by the Engineer as to design, capacity, and mechanical condition, and meeting the requirements of Subsections 501.03.5, 501.03.6, and 501.03.20.1, and their subsequent paragraphs.

907-504.03.7.4--Prohibited Equipment. The following equipment shall not be used or allowed on the project: bull floats or equipment used to dispense water, including fogging, spraying, and/or pouring. Water dispensing equipment attached to mixer trucks is not included in this list of prohibited equipment provided this equipment is only used to dispense water into a mixer truck in accordance with Subsection 907-504.03.7.1.

907-504.03.8--Surface Test. It is the intent of these specifications that the finished surface will have good riding qualities.

Any membrane curing damaged during the surface testing operation shall be repaired by the Contractor at no additional expense to the Department on the same day during which the damage occurred.

Any corrective work to the pavement surface necessitated to ensure that the applicable surface test limits are not exceeded shall be in accordance of Subsection 907-504.03.8.3.

907-504.03.8.1--Projects Containing More Than 10,000 SY. Profiles of the pavement surface will be established, evaluated and the pavement surface corrected, as necessary. Surface testing shall be performed in accordance with the requirements of Subsection 501.03.19 for a category A project.

907-504.03.8.2--Projects Containing Less Than Or Equal To 10,000 SY. Each continuous full or partial lane width of concrete pavement shall have a uniform surface and be in reasonably close conformity with the line, grade, and cross section shown on the drawings.

After a continuous full or partial lane width of concrete pavement is completed, the surface of the plastic concrete shall be tested for uniformity using a Contractor furnished and operated 10-foot straightedge. There shall be no deviations from the straightedge greater than 0.25 inch in 10 feet in either the longitudinal or the transverse directions. Pavement not in compliance with the requirement shall be corrected.

Additionally, individual bumps or depressions in the pavement surface exceeding 0.40 inch, when measured from a chord length of 25 feet shall be corrected.

907-504.03.8.3--Corrective Work for Smoothness. Corrective work shall be done at no additional cost to the Department. Corrective work shall consist of diamond grinding in accordance with Subsection 401.02.6.7 and its subsequent paragraphs. Concrete removal by grinding shall be limited such that the thickness of the pavement after grinding shall not be less than plan thickness minus 0.25 inch. Final pavement thicknesses, after any surface corrections, which are thinner than plan thickness minus 0.25 inch shall subject the area represented by such deviation to the provisions of Subsection 907-504.05.2.

All areas which are corrected shall be retested to ensure conformance to the applicable surface test requirements.

No reestablishment of transverse tining shall be required after surface corrections are made by diamond grinding.

All corrective work to ensure compliance with the applicable surface test requirements shall be completed prior to determining pavement thickness.

The Contractor shall be responsible for all traffic control associated with the testing and/or correction of the concrete pavement.

907-504.03.9--Curing and Protection. Curing and protection of the pavement shall be in accordance with Subsection 501.03.20 and its subsequent paragraphs with the exception listed in Subsection 907-504.03.9.1.

Additionally, the amount of time between discharge of concrete at any location and the completion

of the application of liquid membrane (i.e., "curing compound") of that same location shall not exceed 45 minutes.

907-504.03.9.1--White Pigmented Membrane. Liquid membrane compound shall be applied per Subsections 501.03.20.1 and at a rate of one gallon to not more than 125 square feet. If the time period between floating and texturing of the concrete exceeds 30 minutes, the concrete shall be kept damp by fogging with a monomolecular film type evaporative retarder to prevent rapid evaporation of the surface. As a rule of thumb, the color of a pavement covered with the required amount of liquid membrane should be indistinguishable from a sheet of commercially available standard "letter" size white copier paper placed on top of it when viewed from a distance of about five (5) feet away horizontally if standing on the same grade as the pavement.

907-504.03.10--Removing Forms. Removal of forms shall be in accordance with Subsection 501.03.21.

907-504.03.11--Opening to Traffic. The Engineer will decide when the pavement may be opened to traffic. No traffic will be allowed on the completed pavement until the concrete has attained a compressive strength of 2500 psi. Prior to opening to traffic, the pavement shall be cleaned.

907-504.03.12--Pavement Thickness Determination. For the purpose of determining pavement thickness, the pavement will be subdivided into separate sections of 1000 linear feet in each traffic lane excluding turn-outs and ramps, extending from one end of the pavement to the other end. The last section in each traffic lane will be the length remaining unless the length of that section is less than 500 feet. If the length of the last section is less than 500 feet, include it with the previous section for determination of thickness.

One core will be taken at random by the Department from each section. The thickness of the sections will be determined as provided for in Subsection 907-504.05.1. Based on the thickness of each section, an adjusted unit price as provided in Subsection 907-504.05 and its subsequent paragraphs will be paid for each section represented.

Holes remaining in the pavement after coring shall be completely filled by the Contractor, at no additional cost to the Department, with concrete of the same quality as used to construct the pavement.

907-504.04--Method of Measurement. Fiber-reinforced concrete pavement will be measured by the square yard complete in place and accepted. The width for measurement will be the plan width, including widening where called for, or as otherwise authorized in writing by the Engineer. The length will be measured horizontally in accordance with Section 109.

Payment for removal of existing asphalt pavement, required to be removed and replaced with concrete pavement, is addressed under Pay Items 406 and 503-C, and shall include saw cutting, milling, and all handwork necessary to ensure removal of pavement to the neat saw cut lines.

907-504.05--Basis of Payment.

907-504.05.1--General. Fiber-reinforced concrete pavement will be paid for at the contract unit price per square yard, adjusted when applicable for sections of pavement found deficient in thickness by more than 0.25 inch and not more than 0.50 inch, which shall be full compensation for concrete pavement placement, fiber reinforcement, finishing and curing, concrete volume, saw cutting of joints, and for all labor, equipment, tools, materials, all traffic control, and incidentals necessary for the construction of the concrete pavement.

In calculating the thickness of the pavement, measurements which are in excess of the plan thickness by more than 0.25 inch will be considered as the plan thickness plus 0.25 inch. Additionally, measurements which are less than the plan thickness by more than 0.50 inch, excluding exploratory cores, will be considered as the plan thickness minus 0.50 inch. When the measured thickness of a core is less than the plan thickness by more than 0.50 inch, the actual thickness of the pavement in this area will be determined by taking exploratory cores at not less than 10 foot intervals parallel to the centerline in each direction from the affected location until in each direction a core is found which is not deficient by more than 0.50 inch.

Areas found deficient in thickness by more than 0.50 inch will be evaluated by the Engineer; and if in the judgment of the Engineer, the deficient areas warrant removal, they shall be removed and replaced with pavement of the thickness shown on the plans without cost to the Department. If the Engineer determines that the deficient areas do not warrant removal, the pavement may be left in place with no payment to the Contractor, or may be removed and replaced at the Contractor's option. Exploratory cores for deficient thickness will not be used in averages for areas for adjusted unit price.

Each area or section of pavement removed shall be at least 10 feet in length and at least the full width of the lane involved. When it is necessary to remove and replace a section of pavement, any remaining portion of the slab adjacent to the joints that is less than six feet (6') in length shall also be removed and replaced. The new surface shall be textured as specified in the contract.

Concrete that fails to develop a 28-day compressive strength of 3500 psi shall be removed and replaced, or accepted at a reduced price, if an Engineering study indicates that the concrete is satisfactory to remain in place.

Payment will be made under:

907-504-A: ___" Fiber-reinforced Concrete Pavement - per square yard

907-504.05.2--Price Adjustments for Thickness. When the average pavement thickness, determined in accordance with Subsection 907-504.03.12, is deficient by more than 0.25" but not more than 0.50", payment will be made at an adjusted price as specified in the following table:

CONCRETE PAVEMENT DEFICIENCY

Thickness Deficiency Inches	Proportional Part of Contract Price Allowed
0.00 to 0.25	100 percent
0.26 to 0.50	75 percent
>0.50	Remove and Replace At No Additional Cost to the Department or Receive No Payment

Any applicable price adjustment due to thickness deficiency applies to the full width of the deficient lane or shoulder.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-608-2 **CODE: (IS)**

DATE: **11/12/2019**

SUBJECT: **Detectable Warning Panels**

Section 608, Concrete Sidewalks, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as hereby amended as follows.

907-608.02--Materials. Delete the fourth paragraph of Subsection 608.02 on page 414, and substitute the following.

Detectable warning panels for Americans with Disabilities Act (ADA) compliance shall meet the requirements of the plans, standard specifications, contract documents, and AASHTO M 333. The panels shall be precast, modular, or prefabricated.

907-608.04--Method of Measurement. Delete the first paragraph of Subsection 608.04 on page 416, and substitute the following.

Concrete sidewalks of the type specified will be measured for payment by the square yard. Transition slopes, turning space, and ramps necessary for detectable warning panels will be measured as concrete sidewalk.

907-608.05--Basis of Payment. Add the following to the list of pay items in Subsection 608.05 on page 416.

907-608-C: Detectable Warning Panels per square foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-611-1 **CODE: (SP)**

DATE: **01/17/2017**

SUBJECT: **Brick Pavers**

Section 611, Brick Masonry, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision as applicable to Brick Pavers Only.

907-611.01--Description. This work shall consist of providing and installing brick pavers upon a concrete base with a mortar bed and mortar joints, complete, with the locations, grades, lines, configurations, dimensions and other requirements shown on the plans or established in the field.

907-611.02--Materials.

907-611.02.01--General. Products listed in this special provision are subject to the review and acceptance of the Engineer. Samples are required for brick and mortar color selections. Eight (8) copies of manufacturer's product data for color admix for mortar shall be submitted to the Engineer.

907-611.02.02--Expansion Joints. Expansion joints shall be 1/2-inch thick bituminous fiber expansion joint material meeting the requirements of ASTM Designation: D1751, or Preformed Asphaltic Expansion Joints conforming to the Standard Specifications for Preformed Expansion Joint Fillers for Concrete (Nonextruding and Resilient Types) AASHTO Designation: M213 for bituminous types.

Elastomeric seal shall be utilized with Chem-Calk Backer Rod or Bondbreaker Tape and Chem-Calk 550 two-part polyurethane sealant, self-leveling, traffic grade, with Color Pack III. The color shall be selected by Engineer. Elastomeric Seal shall be manufactured by Bostik Construction Products Division, Sonneborn, Tremco, or approved equal.

907-611.02.03--Brick. Brick shall be Grade SW solid brick paver in a nominal 2-1/4 inches by 3-5/8 inches by 7-5/8 inches size. Color and texture shall be approved by the Engineer.

907-611.02.04--Mortar. Mortor shall be type "M" mortar with color for joints exposed to view and must be approved by the Engineer. Colored mortar will not be required for setting / leveling bed.

907-611.02.04--Sealant. Shall be a solvent-based blend of high-quality siloxanes modified to provide water repellency and color enhancement to interlocking concrete, fired clay, porous tile and many types of natural stone surfaces. Sealant shall penetrate and react with the surface to form a chemical bond, providing long-term durability, alkali resistance and breathability.

907-611.03--Construction Requirements.

906-611.03.01--Joints. Expansion joints shall be located where walks abut buildings, steps, curbs, and other fixed structures, at a MAXIMUM of 20 feet on center along walks, and elsewhere as shown on the plans. Joints in brickwork shall continue through concrete base.

907-611.03.02--Grades. Grade shall be set so that no water stands. The flow of surface water shall not be impeded.

907-611.03.03--Concrete Placement and Finish. Concrete pad shall be constructed as designated on the plans, and in accordance with Section 608. Pad and base elevation shall be shaped so that once finished materials are installed, finished grades will meet elevations proposed. The texture of concrete shall be finished to ensure the adherence of mortar to the concrete surface. The concrete shall be cured in accordance with Section 608. Brick shall not be installed within seven (7) days after placement of concrete.

907-611.03.04--Brick Pavers. A ½-inch mortar leveling bed shall be provided with 3/8-inch joints, with sufficient mortar to fill joints. "Thumbprint" tooled joints shall be provided. Where fresh masonry joins partially set masonry, remove loose masonry and mortar and clean and wet exposed surface of set masonry. Bricks shall be installed in the patterns noted on the plans.

The side of the brick with the best appearance shall be selected and placed with that side face up. Cracks or chips larger than a dime will not be allowed. Where required, brick shall be cut with a motor-driven saw.

907-611.03.05--Sealant. Prior to application of sealant, the pavement shall be steam cleaned or washed with material(s) recommended by the brick manufacturer. This process shall be repeated as required. Sealant shall be applied in accordance with manufacturer's recommendations.

907-611.03.06--Backfilling. The sides of the brick shall be backfilled to within one-half of an inch (½") of top of walk.

907-611.04--Method of Measurement. Brick pavers, complete in place and accepted, will be measured by the square foot.

Costs associated with the concrete base will be paid for under Concrete Sidewalk pay item.

Costs associated with mortar, both for the leveling/ setting bed and joints will not be measured for separate payment.

907-611.05--Basis of Payment. Brick pavers shall be paid at the contract unit price bid per square foot, which price shall be full compensation for furnishing all materials and supplies; for performing all work necessary for each completed unit; and for all equipment, tools, labor, and incidentals necessary to complete the work.

Payment will be made under:

907-611-B: Brick Pavers - per square foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-618-12 **CODE: (SP)**

DATE: **05/03/2024**

SUBJECT: **Traffic Control Management**

Section 618, Maintenance of Traffic and Traffic Control Plan, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-618.01--Description.

907-618.01.2--Traffic Control Management. Delete subparagraph (g) of Subsection 618.01.2 on page 441, and substitute the following.

g) Perform a minimum of once-a-week inspections from the Notice to Proceed until a Partial or Final Maintenance Release is obtained. Once work begins, daily daytime inspections and weekly nighttime inspections are required on projects with predominantly daytime work, and daily nighttime inspections and weekly daytime inspections are required on projects with predominantly nighttime work. Weekly inspections will be allowed for periods outside of active construction. When lane closures are present or any non-fixed signs or traffic handling devices such as cones or barrels are in place, inspections shall be performed daily whether work is being performed or not.

907-618.05--Basis of Payment. Delete pay item 618-A on page 449 and substitute the following.

907-618-A: Maintenance of Traffic - lump sum

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-619-5 **CODE: (IS)**

DATE: **01/17/2018**

SUBJECT: **Traffic Control for Construction Zones**

Section 619, Traffic Control for Construction Zones, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-619.02--Materials.

907-619.02.8--Traffic Signals and Flashers. Delete Subsection 619.02.8.1 on pages 452 thru 455, and substitute the following.

907-619.02.8.1-Portable Traffic Signals. Portable traffic signals shall be trailer or pedestal mounted units that provide for easy, legal transportation and quick setup and deployment. Each unit shall be self-contained. The types of portable traffic signals are as follows.

- Type 1 portable traffic signal shall include two signal heads per trailer with one signal head mounted on an overhead mast arm that can be extended over the travel lane, and the other signal head shall be mounted on the vertical upright of the trailer.

- Type 2 portable traffic signal shall include one signal head that is mounted on the vertical upright of the pedestal/cart or trailer. Pedestal/Cart mounted shall be designated as Type 2A and Trailer mounted shall be designated as Type 2B. Type 2 portable traffic signals shall be tested to MASH Standards or NCHRP Test Level 3 crash testing requirements by an accredited independent test facility, with supporting documentation available upon request.

- Type 3 portable traffic signal shall be the same as Type 1 mentioned above but with enhanced capabilities as mentioned in each applicable section below.

The portable traffic signals shall be MUTCD Compliant and utilize standard ITE signal heads, and adhere to the ITE Specifications and Standards for Vehicle Traffic Control Signal Heads, Light Emitting Diode (LED) Circular Signal Supplement. The units shall be battery powered with a solar charging system, and be equipped with an onboard battery charger capable of being used with a 120V AC power source. Portable traffic signals shall be able to communicate with other portable signals via 900 MHz or other accepted wireless communications. If wireless connectivity is not feasible, hardwired connectivity shall be an acceptable alternative, as approved by the Engineer. Portable Traffic Signals shall include all the major components listed below or be able to perform the functions of these components. The major components of the unit shall include, but are not limited to, the trailer or pedestal/cart, telescoping mast arm (on Type 1 and 3), signal head(s) and back plates, traffic signal controller with operating software, solar charging system with batteries, input and output devices, vehicle detection, flasher units, conflict monitor, relays,

communications system and other equipment required for the safe operation and installation of the unit.

907-619.02.8.1.1--Signal Heads. The signal heads and all applicable components of the portable traffic signal shall meet the physical display and operational requirements of conventional traffic signals as specific in the Manual on Uniform Traffic Control Devices (MUTCD). The signal heads shall be cast aluminum or polycarbonate and shall meet the requirements laid out in the Mississippi Standard Specification for traffic signal heads and associated MDOT material specifications for traffic signal heads. The signal heads shall accommodate standard 12-inch LED indications meeting the ITE Specification "Vehicle Traffic Control Signal Heads" and ITE Specifications and Standards for Vehicle Traffic Control Signal Heads, Light Emitting Diode (LED) Circular Signal Supplement.

For Type 1, Type 2 and Type 3 portable traffic signals, the signal heads shall have the ability to be rotated 180 degrees to face in the opposite direction and shall have the ability to rotate and lock in approximately 10 degree increments to position the signal head for the optimum visibility to motorists.

For Type 1 portable traffic signals, each unit shall contain two signal heads with one signal head mounted on an overhead mast arm that can be extended over the travel lane with a minimum clearance of 17 feet measured from the bottom of the signal head unit to the road surface. The lower signal head shall be mounted to the vertical upright of the trailer at a minimum height of eight feet (8') from the bottom of the signal head unit to the road surface.

For Type 2 portable traffic signals, the signal head shall be mounted to the vertical upright of the trailer at a minimum height of eight feet (8') from the bottom of the signal head unit to the road surface.

For Type 3 portable traffic signals, each unit shall be the same as Type 1 mentioned above but with enhanced capabilities as mentioned below.

907-619.02.8.1.2--Controller and Operating Requirements. The portable traffic signal (Types 1, 2, and 3) shall include a solid state Controller Unit (CU) that is in compliance with NEMA TS 5 Performance Standard. The CU shall have an easy to read front panel backlit display for viewing and programming the configuration settings and CU status. The CU shall be capable of operating the portable traffic signal system in a fixed time, traffic actuated or manual control mode. Multiple portable traffic signals shall have the capability to be interconnected to form a portable traffic signal system. Each portable traffic signal within a connected system shall have the capability to serve as either the master or remote signal. Each portable traffic signal shall include a Conflict Monitor Unit (CMU), or Malfunction Management Unit (MMU) to ensure phase conflicts do not exist during operation.

For Type 1 and Type 2 portable traffic signals, a minimum of five (5) automatic time-of-day timing plans within a 24-hour period should be available in fixed time mode. The CU should have the ability to control a minimum of four (4) traffic phases with programmable cycle time adjustments and user adjustable red, amber, minimum green and maximum green times. The CU shall have

the capability of programming green and red times from 1 to 999 seconds and yellow times up to 15 seconds in one-second increments. The CU shall also have the capability of facilitating standby modes of red, red flash and yellow flash.

For Type 3 portable traffic signals, a minimum of ten (10) automatic time-of-day timing plans within a 24-hour period should be available in fixed time mode. The CU should have the ability to control a minimum of 16 traffic phases with programmable cycle time adjustments and user adjustable red, amber, minimum green and maximum green times. The CU shall have the capability of programming green and red times from 1 to 999 seconds and yellow times up to 15 seconds in one-second increments. The CU shall also have the capability of facilitating standby modes of red, red flash and yellow flash.

The system shall also have the ability to operate in vehicle actuation mode when vehicle detection components are used. The operating system shall have the capability to allow the Portable Traffic Signal to be connected to and controlled by a standard NEMA controller.

The system shall have the capability to be controlled remotely using a hardwired or wireless remote. The wireless radio remote shall be capable of communicating at a clear line of site distance up to ¼ mile from the master.

The CU shall have the capability of interfacing with a Remote Monitoring System (RMS) capable of reporting signal location, battery voltage, and system faults. The RMS shall include a password-protected web site, viewable via an internet connection. In the event of a system fault, the RMS shall provide specific information concerning the cause of the system fault (example: "red lamp on signal number 1 out"). The RMS shall immediately contact previously designated individuals via SMS text messaging or email, upon a fault event.

The active timing program operating the PTS system shall be available and viewable through the RMS website at all times. The RMS shall maintain a history of the operating system in each signal including total operating hours, alerts, and the location of the PTS trailer.

907-619.02.8.1.3--Wireless Communications. The portable traffic signals shall communicate with other portable traffic signals within the signal system via license-free wireless 900 MHZ radio link communications as specified in Subsection 662.02.2 of the radio Interconnect System specification. The radio units shall maintain communications at a minimum distance of one (1) mile. The radio system shall conform to the applicable Federal Communications Commission requirements and all applicable state and local requirements.

The portable traffic signals shall be in direct communication at all times either by wireless or hardwire connection to provide for the required conflict monitoring / malfunction management system.

907-619.02.8.1.4--Power Requirements. Each Portable Traffic Signal shall be equipped with a power source consisting of a solar collection array, solar controller and/or charging unit and batteries sufficient to operate the signal system. The number and size of batteries shall be sufficient to operate the Type 1 and Type 3 signals for a minimum of 30 days and Type 2A signals for

minimum of five (5) days, and Type 2B signals for minimum of 15 days without additional charging or assist from the solar array. An on-board battery charger shall be compatible with both the solar array and with a 120V AC power source.

For Type 1 signals, the solar panel array shall provide for a minimum of 440 watts of solar collection capability.

For Type 2A signals, the solar panel array shall provide for a minimum of 90 watts of solar collection capability.

For Type 2B signals, the solar panel array shall provide for a minimum of 110 watts of solar collection capability.

For Type 3 signals, the solar panel array shall provide for a minimum of 480 watts of solar collection capability and shall include a tilt and rotate system to optimally position the panels.

All instrumentation for the electrical system and battery compartment shall be contained in a lockable weatherproof enclosure. Solar panels shall be secured to the mounting brackets for theft prevention.

907-619.02.8.1.5--Trailer and Lift System. The trailer or pedestal/cart and all mounted components shall conform to the wind loading requirements as follows: 100 mph minimum for Type 1 portable traffic signals, 55 mph minimum for Type 2A portable traffic signals, 75 mph minimum for Type 2B portable traffic signals, and 90 mph minimum for Type 3 portable traffic signals as described in the AASHTO *Standard Specifications for Highway Signs, Luminaries and Traffic Signals*, as specified in the plans including all interims and updates. At the request of the Engineer, proof of conformance to these wind load ratings shall be verified by a third-party. No additional loose ballast shall be used to meet these wind load requirements. The trailer shall be made of structural steel and shall include four (4) leveling/stabilizer jacks capable of lifting the trailer a minimum of six inches (6").

The trailer or pedestal shall be equipped with a mechanical, hydraulic or electric lift system sufficient for one person to be able to raise and lower the vertical upright and/or horizontal mast arm to and from the operating position.

For Type 1, 2B, and Type 3 signals, the trailer shall be equipped to provide legal and safe transport on the public highway system at speeds up to 55 mph.

All exterior metal surfaces, except signal heads and back plates, shall be powder-coat painted highway safety orange.

907-619.02.9--Impact Attenuators. Delete the sentence in the first paragraph of Subsection 619.02.9 on page 455, and substitute the following.

Impact attenuators must be listed on the Department's APL.

907-619.02.11--Snap-Back Delineators. Delete the sentence in the paragraph of Subsection 619.02.11 on page 456, and substitute the following.

Snap-back delineators shall be selected from the list of surface mounted flexible delineator posts as shown on the Department's APL.

907-619.02.14--Changeable Message Sign.

907-619.02.14.5--PCMS Controller and Storage Cabinets. Delete the fifth sentence in the first paragraph of Subsection 619.02.14.5 on pages 462 and 463, and substitute the following.

The controller cabinet shall be illuminated.

907-619.05--Basis of Payment. Add the following to the list of pay items ending on page 480.

907-619-E3:	Changeable Message Sign *****	- per each
907-619-H2:	Traffic Signal, Portable, Type ___	- per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-630-1 **CODE: (SP)**

DATE: **01/17/2017**

SUBJECT: **Remove and Reset Signs**

Section 630, Traffic Signs and Delineators of the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition, is hereby amended as follows.

907-630.01--Description. After the last paragraph of Subsection 630.01 on page 503, add the following.

Selected existing, temporarily installed, and/or permanently installed signs other than construction traffic control signs shall be removed and reset as shown on the plans, in the contract documents, or as directed by the Engineer. Removing and resetting of signs may include provisions of continuous sign visibility by the traveling public before, during, and after the operation. The Contractor shall provide all materials necessary to remove and reset the sign, including any footings, supports, brackets, hardware, breakaway features and other incidentals. All installations within 30 feet of the pavement edge of temporary or permanent thru lanes shall include breakaway support features certified to meet NCHRP Report 350 prior to the removal and resetting of the sign.

Selected existing overhead sign shall be removed and reset as shown on the plans, in the contract documents, or as directed by the Engineer. The Contractor shall provide all materials necessary to remove and reset the sign, including any supports, brackets, hardware, and other incidentals. The Contractor shall take all precautions necessary when removing, transporting, storing, and re-installing to protect the sign from any damage to the sign panel or reflective sign surface.

907-630.04--Method of Measurement. After the last paragraph of Subsection 630.04 on page 510, add the following.

Remove and reset signs will be measured per each or square foot.

If a sign assembly is removed and temporarily placed in storage, then later reset as directed by the Engineer, measurement for payment will be made one time only, after the stored sign is reset.

No separate measurement will be made for removal only of a sign assembly, as said removal shall be included in the appropriate pay item for removal of signs.

907-630.05--Basis of Payment. After the first paragraph of Subsection 630.05 on page 510, add the following.

Remove and reset sign, measured as prescribed above, will be paid for at the contract unit price per each or square foot, which price shall be full compensation for furnishing and placing all

materials necessary to effect the removal and resetting, including footings, supports, brackets, hardware, breakaway features, transporting, storage, and for all labor, equipment, tools and incidentals necessary to complete the work.

Add the following to the list of pay items on pages 510 & 511.

907-630-O: Remove and Reset Sign, Description - per each or square foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-631-1 **CODE: (IS)**

DATE: **11/15/2017**

SUBJECT: **Traffic Signal Systems - General**

Section 631, Traffic Signal Systems - General, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-631.02--Materials.

907-631.02.4--Operations. Delete the second paragraph in Subsection 631.02.4 on page 513 and substitute the following.

The Contractor shall conduct the work at all times in such a manner as to ensure the least possible inconvenience to the traveling public, and to property owners on the streets, alleys, and other public places where the construction will take place.

907-631.02.5--Electrical Service. Delete the first paragraph in Subsection 631.02.5 on page 515 and substitute the following.

It shall be the Contractor's responsibility to make the necessary arrangements with the local power company to provide the electrical service for any new installation. The Contractor shall pay for, at no cost to the Department, all deposits, hook-up charges, or other service fees required by the power company for the establishment of new service. The cost of all such fees shall be considered incidental and absorbed within existing pay items. The Department or the local agency will be responsible for payment of the monthly service bill for the new power service installation. It shall be the responsibility of the Contractor to swap the electrical service account over to the Department or local agency.

907-631.03--Construction Requirements.

907-631.03.2--Electrical Service Equipment. Delete the paragraphs of Subsection 631.03.2 on pages 515 and 516, and substitute the following.

The power supply assembly shall consist of all equipment mounted in a Power Service Pedestal as described in Subsection 722.13 or as otherwise shown in the plans. The configuration and installation of the equipment mounted on the assembly shall meet the safety requirements and approval of the utility company or municipality furnishing power for operation.

When required, service poles shall be provided by the Contractor and consist of wood poles with required pole line hardware, conduit, ground rods, guy wires and anchors and all other accessories and appurtenances mounted on the pole, except those items furnished by the utility company or

municipality, or as specified separately in the contract or plans. Costs of service poles shall be included in other items bids.

Main disconnect switches shall be separately housed on the power supply assembly. Circuit breaker cabinets and meters shall not be installed on the street or walk side of the pole or pedestal.

907-631.03.3--Performance Tests. Delete the second sentence of Subsection 631.03.3 on page 516.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-632-1 **CODE: (IS)**

DATE: **11/15/2017**

SUBJECT: **Traffic Signal Cabinet Assemblies**

Section 632, Traffic Signal Cabinet Assemblies, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

Delete Section 632 on pages 517 thru 538, and substitute the following.

SECTION 907-632 - TRAFFIC SIGNAL CABINET ASSEMBLIES

907-632.01--Description. This work consists of furnishing, assembling, configuring and installing all component materials and software required to form completed traffic signal controller assemblies, closed loop master controller assemblies and signal system installation of the types specified, in conformity with these specifications, to ensure fully operational traffic signal installations as shown on the plans.

907-632.02--Materials.

907-632.02.1--Cabinet Assembly. Cabinet Assemblies shall meet the NEMA 3R requirements and be constructed principally of 0.125-inch thick, 5052-H32 aluminum. The aluminum shall have a mill finish per NEMA TS 2 7.7.3. Intermittent welds may be used for construction and any un-welded cabinet seams shall be sealed with clear RTV silicone. All external fasteners shall be stainless steel and no holes will be allowed in top of cabinet.

The door handles shall be stainless steel or cast aluminum. Door hinges shall be of the continuous type with a stainless steel hinge pin. Rivets are not be used to attach the hinge. The main door stop rod shall be constructed using stainless steel. The door stop mechanism shall be adjustable and capable of being securely latched in multiple opened positions including 90 degrees and a maximum of 120 degrees. The brackets attaching the stop rod to the door and cabinet shall be aluminum and welded in place. The main door cylinder lock shall be a #2 key type lock. Two (2) traffic industry standard No. 2 keys shall be provided with each cabinet and shall be made using heavy duty key blanks.

Extruded aluminum channels permanently attached to the right and left cabinet sides shall be provided for attaching adjustable shelving and mounting of other component panels. The cabinet shall have two (2) shelves installed. Both shelves shall be provided with the front edge pre-drilled with 0.25-inch holes located twelve (12) inches apart.

907-632.02.2--Physical Features.

907-632.02.2.1--Pull Out Drawer. A pull out drawer shall be installed and centered under the

bottom shelf. The drawer shall be made of 0.080-inch thick, 5052-H32 aluminum and come out on full extension drawer slides. The pull out drawer shall provide an approximate 16-inch x 14-inch working area and have the ability to bear a constant 25 pound burden. There shall be a compartment for document storage. The lid shall be hinged at the rear, to gain access to the storage area. The drawer will be used to store documents as well as support a notebook computer. The drawer slides shall be of the full extension ball bearing type. Dimensions of the drawer shall be large enough to support a notebook computer and a drawer of sufficient size to hold at least two (2) copies of the cabinet drawings and other related cabinet documentation. The surface of the lid shall have a non-slip surface.

907-632.02.2.2--Cabinet Lighting. Cabinets shall be provided with a minimum of two (2) white light LED modules. One (1) lighting module shall be installed along the front top section of the cabinet and the second lighting module shall be installed underneath the bottom cabinet shelf in such a location as to provide direct lighting of the load bay area of the cabinet but must not interfere with the cabinet drawer operation.

Both LED lighting modules shall be controlled by a NEMA rated, commercial quality, pushbutton door switch. The cabinet lighting shall turn on when the cabinet main door is opened and shall turn off when the main door is closed or an ON/OFF NEMA rated, commercial quality, toggle switch mounted on the inside cabinet door service panel shall be provided to turn both LED lighting modules on or off.

907-632.02.2.3--Police Panel Switches. Police panel switches shall be provided with all controller cabinets. All switches shall be hard wired and labeled as to their function.

NORMAL-FLASH: When this switch is in the FLASH position, all signal indications shall transfer to the flashing mode. AC power shall be removed from the load switches when the signal indications transfer to the flashing mode.

The controller unit shall operate in accordance with appropriate specifications during the flashing mode. When the switch is placed in the NORMAL position, transfer from the flash mode to normal operation shall be made in accordance with uniform code flash requirements.

SIGNAL ON-OFF: AC power shall be removed from the signal heads and the intersection will become dark when this switch is in the OFF position.

MANUAL CONTROL ON-OFF: When this switch is in the ON position, a logic ground shall be applied to the manual control enable input of the controller unit.

INTERVAL ADVANCE INPUT JACK: A manual jack shall be installed on the police panel. The jack shall inter-mate with a 3-circuit, ¼-inch diameter phone plug. The tip and ring (middle) circuits of the jack shall be connected to the logic ground and the interval advance inputs of the controller unit. When the manual hand cord is plugged into the jack and the pushbutton is pressed, logic ground shall be connected to the interval advance input of the controller unit.

When specified in the contract documents, an interval advance cord shall be provided. The cord

shall have a minimum length of three (3) feet. It shall have a ¼-inch diameter, three circuit plug connected to one end and a manual pushbutton enclosed in a hand-held enclosure at the other end. A complete cycle (push-release) of the manual pushbutton shall terminate the controller unit interval which is active except the vehicular yellow and red clearance intervals. Cycling the push-button during the vehicular yellow or all red clearance intervals shall not terminate the timing of those intervals.

907-632.02.2.4--Service Panel Switches. Service panel switches shall be hard wired and clearly labeled to identify as to their functions. Service panel switches shall be mounted on the service panel located on the inside of the main cabinet door. Alternate switch locations may be described in the plans or contract documents but final switch design and location shall be approved by the Engineer prior to cabinet fabrication.

NORMAL-FLASH: When this switch is in the FLASH position, all signal indications shall transfer to the flashing mode. AC power shall be removed from the load switches when the signal indications transfer to the flashing mode.

The controller unit shall operate in accordance with appropriate specifications during the flashing mode. When the switch is placed in the NORMAL position transfer from the flash mode to normal operation shall be made in accordance with uniform code flash requirements.

CONTROLLER ON-OFF: When this switch is in the OFF position, AC power shall be removed from the controller. When this switch is returned to the ON position, the controller unit shall perform normal start up functions and resume normal operation in accordance with the applicable specification.

STOP TIME-RUN-NORMAL: A 3-position manual switch shall be provided which places the controller into Stop Time mode manually or through remote input.

VEHICLE DETECTORS: A 3-position switch shall be provided for each vehicle and pedestrian detector circuit. All switches shall be located on a panel mounted on the inside of the main cabinet door. The switch panel shall be labeled CALL SWITCH. Labeling of phase number and intended function (vehicles or pedestrian calls) shall be provided for each switch.

The vehicle detector switch functions are defined as follows:

Locked Call	Call is continually placed into the controller unit.
Off (center)	Vehicle detector is connected to the controller unit vehicle detector input, i.e. normal detector operation.
Momentary Call	Call is continuous as long as the switch is manually held in this position.

907-632.02.2.5--Police and Service Panel Locations. The police and service panels shall be constructed of 5052-H32 0.125-inch thick aluminum.

The police panel shall be located behind the police door which is enclosed within the main door.

The police door shall be hinged and provided with a neoprene gasket seal. Access to any portion or equipment contained behind the main cabinet door shall not be accessible through any part of the police panel. The police panel shall be of appropriate dimensions to accommodate all switch or devices described within this specification, the plans or contract document. The police door shall be provided with a treasury #2 key type lock and two (2) keys for the police door lock shall be provided with each cabinet.

The service panel shall be mounted on the inside portion of the main cabinet door, adjacent to the back side of the police panel or on the left hand side of the cabinet.

907-632.02.2.6--Cabinet Ventilation. Cabinets shall be vented to allow dissipation of the heat generated by the equipment contained within. All cabinets shall have a thermostatically controlled exhaust fan located at the top of the cabinet that is capable of 100 cubic feet per minute air displacement. The thermostat shall be mounted on the inside top of the cabinet and shall have a nominal temperature range from 80°F to 170°F.

The intake vent shall be louvered or equivalent design to prevent rain infiltration. The vent area will be located along the bottom portion of the cabinet door. A 16-inch x 12-inch x 1-inch disposable pleated air filter shall be provided on the inside portion of the cabinet and shall fully cover the vent area.

907-632.02.2.7--Air Filter Assembly. Air filters shall be one piece and shall be held firmly in place against the cabinet door in order to prevent dust from bypassing the perimeter of the filter and shall fully cover the vent area. Wing nuts or thumbscrews are preferred. Air filter shall be a 16-inch x 12-inch x 1-inch disposable pleated filter.

907-632.02.2.8--Cabinet Sizes.

907-632.02.2.8.1--Type I Cabinet. A Type I cabinet, 51"H x 30"W x 18"D, may be used for both pole and base mounted cabinets that require a maximum eight (8) position load bay. Pole mounted cabinets do not require rear access.

907-632.02.2.8.2—Type II Cabinet. A Type II cabinet, 51"H x 36"W x 18"D, may be used for both pole and base mounted cabinets that require a maximum twelve (12) position load bay. Pole mounted cabinets do not require rear access.

907-632.02.2.8.3--Type III Cabinet. A Type III cabinet, 56"H x 44"W x 27"D, shall be used for base mount installations and shall require a sixteen (16) position load bay and rear access door.

907-632.02.2.8.4--Type IV Cabinet. A Type IV dual chamber cabinet, 56"H x 57"W x 29"D, shall be used for base mount installations and shall require a sixteen (16) position load bay, rear access door, and external generator plug. When called for in the plans, a UPS shall be housed inside this cabinet.

907-632.02.2.8.5--Type V Cabinet. A Type V cabinet, 77"H x 44"W x 27"D, shall be used for base mount installations and shall require a sixteen (16) position load bay and rear access door.

907-632.02.3--Power Distribution Panel. The power panel shall be wired to provide the necessary power to all equipment. It shall be manufactured from 0.125-inch thick, 5052- H32 aluminum. The power panel shall house the following components: Main Breaker, Auxiliary Breakers, and Terminal Block. The panel shall be of such design so as to allow a technician to easily access the main and auxiliary breakers.

A 3-position terminal block with a removable insulated cover accepting up to AWG #4 stranded wire shall be supplied for accepting only the incoming power lines. This terminal block shall be in advance of and supply only the 30-amp main breaker, 10-amp and 5-amp Auxiliary breakers, AC neutral buss and earth ground buss.

907-632.02.3.1--Ground and Neutral Busbars. Cabinet grounding shall meet the requirements set forth in Subsection 722.09 for grounding and ground rods. A solid copper ground busbar shall be mounted on the side of the cabinet wall adjacent to the power panel for the connection of chassis ground wires. If more than one (1) ground busbar is used in a cabinet, a minimum of an AWG #6 copper wire shall be used to bond them.

The copper ground busbar shall have a minimum of thirteen (13) connector points, each capable of securing at least one (1) AWG #6 conductor.

A solid copper neutral busbar shall be mounted on the side of the cabinet wall adjacent to the power panel for the connection of AC neutral wires.

The copper neutral busbar shall have a minimum of thirteen (13) connector points, each capable of securing at least one (1) AWG #6 conductor.

907-632.02.3.2--Terminal Strips. Conductors shall be terminated on terminal strips with insulated terminal lugs. When two (2) or more conductors are terminated on field wiring terminal strip screws, a terminal ring lug shall be used for termination of those conductors. The voltage and current rating of terminal strips shall be greater than the voltage and current rating of the wire which is terminated on the terminal strip.

907-632.02.3.3--Cabinet Receptacles. A 3-wire 115 Volt AC (15A) Ground Fault Circuit Interrupt (GFCI) duplex receptacle shall be provided in the cabinet for maintenance use. It shall be securely mounted near the bottom right side of the cabinet and easily accessible.

Two (2) 3-wire 115 Volt AC (15A) non-GFCI protected outlets shall be installed, one on each side of the cabinet. These two (2) outlets are used for communication or other auxiliary equipment.

907-632.02.3.4--Operating Line Voltage. All equipment shall be designed to operate from a 120 volt, 60 cycle AC supply. Operation shall be satisfactory at voltages from 105 volts to 130 volts. All operating voltages into and out of the controller shall be NEMA level DC voltages except for the controller AC power source (Connector A, Pin p – AC-Control and Pin U – AC Common).

907-632.02.3.5--Circuit Breakers. Circuit breakers shall meet the requirements set forth in

Subsection 722.07. A 30-amp main breaker, with a minimum of 10,000 amp interrupting capacity, shall be provided for all cabinets to supply power to the controller, MMU, signals, and rack power supply.

Two (2) auxiliary breakers shall be provided. The first breaker, 10-amp, shall supply power to the fan, light, GFCI utility receptacle and two (2) auxiliary standard receptacles. The second breaker, 5-amp, shall be installed to supply power for the Controller Unit and MMU2. The above circuit breakers line side shall be jumpered together and will be fed from an external main circuit. A third 5-amp breaker shall be required if an ITS camera panel is called for in the plans.

907-632.02.3.6--Main Line Arrestors. Surge protection shall be provided that meets the requirements set forth in Subsection 722.12. A main line arrestor shall be provided to reduce the effects of voltage transients on the AC power line. It shall be installed after the circuit breaker. The main line arrestor shall be sufficient to protect all equipment and devices as per the plans and the following minimum specifications.

- Multi-stage Hybrid Design
- Series induction filtering
- Thermally protected Metal Oxide Varistors (TMOV's)
- Operating Voltage: 120 VAC
- Clamping Voltage: 395 VAC
- Operating Current: 15 A
- Peak Surge Current: 50 kA/Mode, 100 kA/Phase
- Operating Frequency: 47-63Hz
- EMI Attenuation: 40 dB Typ
- SPD Technology: TMOV's w/ W-C Filter
- Modes of Protection: L-N, L-G, N-G
- Status Indication: Power On & TMOV's Functional
- Connection Type: ¼-20 Stainless Steel Stud
- Operating Temperature: -40°F to +185°F

907-632.02.3.7--Solid State Main Line Relay (SSR). A normally-open, 75-amp, hybrid SSR shall be provided on the power distribution panel. The relay shall include a LED indicator to verify circuit power.

907-632.02.4--Terminal Facilities Board. The Terminal Facility shall be a hardwired load bay for NEMA TS 2 Type 1 actuated controllers. The load bay shall include either eight (8), twelve (12) or sixteen (16) load switch positions, as specified by the plans, and shall be centered along the back of the cabinet below the bottom shelf.

All wires terminated behind the backboard, as well as any additional panels, shall be soldered. No pressure or solderless connectors shall be used, unless they are soldered to the wire and tab after connection.

907-632.02.4.1--Load Switches and Flashers. Solid State Load Switches, compatible with low

wattage LED signals, shall be provided for the sequence called for on the plans. The load switch sockets shall be wired for triple-signal load switches conforming to NEMA TS 1-1994 and NEMA TS 2-2003 requirements.

The flasher socket shall be wired for and provided with a Type 3, two (2) circuit Solid State Flasher conforming to NEMA TS 1-1994 and NEMA TS 2-2003 requirements. It shall be possible to flash either the amber or red indication on any load switch outputs. It shall be possible to easily change the flash indication from the front side of the panel using readily available tools such as a screwdriver. A nominal flash rate of 50 to 60 FPM shall be provided. Flash rate shall be stable when used with generators or inverters.

Support(s) shall be provided to support the Flasher and Load Switches at some point approximately half of the total length from the panel surface. Sufficient area beneath the Load Switch or Flasher shall be clear in order to allow for free flow of air across the Load Switches or Flasher. Load Switches and Flashers must be provided with LED indicator lights on the side facing the cabinet door.

907-632.02.4.2--Flash Transfer Relay. All flash transfer relays, as a minimum, shall meet NEMA TS 1 requirements. The number of relays that shall be supplied with each cabinet shall accommodate the number of signal phases as indicated in the project plans. The coil of the flash transfer relay must be de-energized for flash operation.

907-632.02.5--Cabinet Wiring. Controller cabinets shall be wired in accordance with the signal phasing plans. If phases are indicated as omitted for future use, or if phases are not shown to be used in the plans, the cabinet shall be wired for use of the phases shown as future or unused. Load Switches shall not be provided for future or unused phases.

Wiring in the cabinets shall conform to the requirements of the National Electrical Code (NEC) and all of these specifications. All conductors in the cabinet shall be stranded copper. All wiring shall be laced. All wiring shall be in accordance as specified by Section 636 and Subsection 722.03 for Electric Cable and IMSA Specification 19 and/or 20 for Signal Wiring.

Connector harnesses for controller, conflict monitor, vehicle detectors, and accessory equipment (including NEMA defined Card Rack with power supply and pre-wired optical detection slots) shall be provided and wired into the cabinet circuitry. Connecting cables for controller and conflict monitor harnesses shall be sleeved in a braided mesh. All wires shall be securely terminated on terminal strips. The lay of the interconnect cable between the components must be such that when the door is closed, it does not press against the cables or force the cables against the various components inside the cabinets.

All communication wiring shall be bundled and routed independently of all other wiring. All live conductors shall be covered with suitable insulating material. All equipment grounds shall run directly and independently to the grounding bus.

All wires shall be cut and terminated as close as possible to the proper length before assembly. Consideration of equipment location adjustments must be made when determining appropriate

wire lengths. Excessive lengths of wire or cable shall not be allowed. All line voltage conductors used in controller cabinet shall conform to the following color code:

AC Neutral: White
AC Hot: Black
Safety Ground: Green

907-632.02.5.1--Signal Terminal Arrestor Grounding Bar. A field terminal arrestor grounding bar shall be provided along the back portion of the cabinet for the installation of signal arrestors. This bar shall be attached using an AWG #10 stranded copper to the earth ground circuitry.

907-632.02.5.2--Signal Terminal Arrestors. The field terminal arrestor shall be a three (3) circuit protective device intended for use on traffic control load relay outputs. The arrestor shall be furnished with three (3) leads and a grounding stud which will be used to attach the arrestor to the grounding bar. The field terminal arrestor shall meet the following minimum specifications:

- Operating Voltage: 120 VAC
- Clamping Voltage: 475 VAC
- Peak Surge Current: 10 kA
- Operating Frequency: 47 – 63 Hz
- SPD Technology: MOV's
- Connection Type: Wire Leads
- Lead Wire: 14 AWG 12" Length
- Ground Stud: 10 x 32 5/8" Length
- Operating Temperature: -40°F to +185°F

907-632.02.6--Accessory Components.

907-632.02.6.1--Traffic Actuated Controller Unit. The fully actuated controller unit shall, at a minimum, meet the requirements of both NEMA TS 1–1989 and NEMA TS 2-2003 requirements for actuated controller units. The controller shall be of the TS 2 Type 2 configuration. The controller shall be provided with the multiple communication interface devices or properties as defined below.

- 10 Base-T Ethernet with front panel RJ-45 connector
- IEEE defined MAC address
- EIA-232 port
- External Serial Fiber options for both single and multi-mode (optional as per plans)
- External FSK 1200 bps modem (optional as per plans)
- D connector with 37 pin configuration for TS 1 compatibility
- USB port for signal controller database upload/download to the controller flash
- Controller
- ECOMM Compatible

The controller unit must have an alphanumeric backlit LCD display with a minimum of sixteen

(16) lines at 40 characters per line. The controller must be air-cooled with sufficient ventilation openings and capable of operating between -30°F and 165°F. The controller unit must be provided with a time-of-day clock, automatic daylight savings time adjustment and a power supply for maintaining SRAM during a power outage. The controller unit shall be capable of being used in a Closed-Loop System and must be capable of operating in the role of master controller in a Closed Loop System. The controller unit firmware shall be fully compatible with the Department's existing Traffic Signal Management Software. The Contractor shall ensure all controller firmware versions are compatible with the existing Traffic Signal Management Software that the Regional Department staff currently utilizes prior to submitting the controller for approval. The Contractor shall notify the Department if any special controller configuration or firmware is needed prior to submitting the controller for approval based on project requirements.

Where Flashing Yellow Arrow (FYA) operations are being used, all traffic signal controller firmware shall be capable of delaying the onset of the flashing yellow arrow.

All operator entered data shall be stored and backed up on to a flash memory device provided with the controller unit at no cost. This flash memory device shall require no battery to support value storage. No internal components of circuitry shall require battery support. The database shall be able to be backed up to a USB drive via the USB drive on the controller.

Traffic Actuated Controllers shall be of the Type shown on the plans. Type 1 Controllers shall have a Linux based processor and a minimum of one (1) USB port. Type 2 Controllers shall have the same features as Type 1 Controllers with the addition of an ATC backplane.

Type 3 Controllers shall have all features of the Type 2 Controller with the addition of the ATC module. All three (3) types of actuated controllers shall have Master controller capability, and if required shall be designated with 'M' in the plans.

907-632.02.6.2--Closed Loop Master Controller Unit. When called for in the plans, this work also consists of furnishing, installing and configuring the equipment, software and accessories necessary to connect one (1) traffic Closed-Loop Master Controller to its corresponding central or portable PC-based Traffic Computer Facility Control System via a communications connection. The communications or network connection device will be either existing or provided by the Contractor.

907-632.02.6.2.1--General. The Master shall monitor intersections in the system, display status and operational state and provide traffic flow data from intersection vehicle detectors. The Master shall include all communications equipment and software necessary to provide reporting to a remote terminal as well as upload/download of all local intersection data and provide timing synchronization. Communications to local controllers from the Master and from the Master to the central-office computer facility shall be by FSK, 900 MHz Radio, Broadband Radio, Serial Fiber, Ethernet, Fiber, Cell Modem or Leased Line, as indicated in the plans. The Master shall be able to run on the same controller simultaneously operating the intersection, with the local signal control software, on any given controller unit.

907-632.02.6.2.2--System Configuration. The system architecture shall be designed to minimize

the effect of equipment failures on system operation and performance. The system consists of four (4) principal elements:

- Local System Intersection Controllers
- Communication (Telemetry Links)
- On-Street Master(s)
- Central-Office Computer Software

907-632.02.6.2.3--Local System Intersection Controller. The local system intersection controllers connected to the Master controller unit shall be capable of controlling a fully actuated two (2) to sixteen (16) phase intersection and shall meet or exceed NEMA TS 1-1989 and TS 2-2003 standards for fully actuated traffic control units. The local controller shall have internal communication capability with direct access to the data memory. The local system controller shall be capable of processing controller and detector data and provide all necessary intersection control functions. The local system intersection controller shall meet the requirements of the Traffic Actuated Controller Unit.

907-632.02.6.2.4--Communications (Telemetry) Links. The communications links for the "Closed-Loop" System shall perform the following functions:

- Provide the medium (radio/fiber/hardwire/etc.) for two-way communications between the On-Street Master and the local intersection controllers.
- Provide the medium for two-way communication between the On-Street Master and the central-office computer facility.
- Error checking shall be included in both mediums to assure transmission and reception of valid data.

907-632.02.6.2.5--On-Street Master. The On-Street Master may be located at an intersection and connected via the communication network to at least 32 local intersection controllers. The Master shall be capable of implementing Traffic Responsive Control, Time Base Control, Manual Control or Remote Control modes of operation.

Analysis of sampling sensor data from at least 64 system detectors and corresponding selection of the best Traffic Responsive timing pattern shall be provided by the On-Street Master during the Traffic Responsive mode of operation.

Automatic and continuous monitoring of system activity shall be provided by the On-Street Master to include both Master and intersection alarm conditions.

System parameter entry shall be provided via the On-Street Master including all Master and local intersection assignment and group parameters. Master parameters shall include:

- System coordination setup and pattern data entry by group
- System time base event scheduler
- System traffic responsive computational and pattern selection setup by group
- Intersection system group and detector assignments

The On-Street Master shall provide comprehensive system report generation including, as a minimum: system, intersection, detector and failure status and history reports in addition to system performance reporting.

A RS-232C interface shall be provided on the On-Street Master to allow for printing of reports or for interconnecting to a remote central site.

To enhance overall system operation and increase system management flexibility, the On- Street Master shall also support two-way dial-up communications to a central office computer for control, monitoring, data collection and for timing pattern updating purposes, all from a remote central office location. Continuous, seven (7) days/week - 24 hours/day, system monitoring shall be enhanced by the On-Street Master's capability to automatically dial-up the central office computer upon detection of user defined critical alarm conditions.

907-632.02.6.2.6--System Functional Requirements.

907-632.02.6.2.6.1--Operator Interface. In order to provide ease in programming and operation, the system shall provide a simplified user-friendly menu format at each local, master and central office facility. No special programming skills shall be required for the user to fully access and operate this control and monitoring system at any level.

All programming, both of the local intersection controllers and the On-Street Master(s) shall be via a front panel keyboard and display, driven by English Language menus. All data change entries will be automatically verified against established ranges prior to acceptance to prevent programming data errors. Data access shall be controlled by user- definable access controls.

907-632.02.6.2.6.2--System Traffic Control. The system shall have the capability of controlling a minimum of sixteen (16) vehicle phases and eight (8) pedestrian phases. The system shall have the capability of implementing a minimum of four (4) timing rings, fifteen (15) alternate sequences, and sixteen (16) offsets.

The system shall provide the capability of selecting any of the following operational modes on a group basis:

- Traffic Responsive
- Time Base (Time-of-Day/Day-of-Week)
- Remote (External Command)
- Manual (Operator Entry)

The system shall be capable of implementing system FLASH and system FREE operation. The system shall have the capability to command, on/off based on time, up to eight (8) independent special functions.

907-632.02.6.2.6.3--Detectors. The system shall have the capability of accepting and processing data from at least 632 system detectors for Traffic Responsive program selection.

907-632.02.6.2.6.4--Pattern Selection. In addition to providing Manual and Remote program selection capability, the Master shall provide for Traffic Responsive and Time Base modes of operation for timing pattern selection.

907-632.02.6.2.6.4.1--Traffic Responsive Mode. Traffic plan selection in the Traffic Responsive mode shall be user-enabled and supplied with the controller, per the plans and specifications. The pattern selection shall be based on sampling detector volume and occupancy analysis by the On-Street Master.

907-632.02.6.2.6.4.2--Time Base Mode. The system shall provide the capability of implementing time-of-day, day-of-week and week-of-year control for each of the two (2) groups using an internal time clock referenced to the 60-Hz AC power line frequency for its time base. The Time Base mode shall contain automatic adjustment for leap year and daylight savings time changes.

The system Time Base mode shall provide, as a minimum, 100 events each capable of requesting any of the 48 traffic control patterns along with Traffic Responsive override enable or auxiliary events consisting of enable/disable any of up to four (4) system-wide special functions and setting sample and log interval time periods.

907-632.02.6.2.6.5--System Control Priority. The system coordination control (program-in-effect) for each group shall be selected on a priority basis. The priority from highest to lowest shall be as follows:

- Manual Control Entry
- External Control (Remote Command)
- Time Base Control (Time-of-Day/Day-of-Week) (Traffic Responsive control will prevail whenever Traffic Responsive Override Enable is active and the selected cycle length is greater than that being commanded by Time Base)
- Traffic Responsive Control

907-632.02.6.2.6.6--Measures of Effectiveness. The system shall have the capability to report selected Measures of Effectiveness (MOE's) on an intersection basis. MOE calculations shall be made on all phases by the local system intersection controller and as a minimum shall include measures such as: volume, number of stops, delays and green utilization. These measures shall be calculated on the basis of the active timing plan. Alternate ways of reporting MOE'S may be approved on a case-by-case review.

907-632.02.6.2.6.7--Uploading and Downloading. The system shall provide, for any selected local system intersection controller, the capability of uploading and downloading any or all, new or modified local intersection parameters from the central-office computer and the Department Central Traffic Signal Management Software, and shall include, as a minimum, all: Phase Timing and Unit Data; Coordination Data, Time Base Data; Preemption Data, System Communication Parameters, System Traffic Responsive Data, and any other System Data residing at the intersection such as Detector Diagnostic Values, Report Parameters and Speed Parameters.

During either uploading or downloading operations, normal traffic control operations shall not be suspended. All data shall be continually accessible and may be displayed at the On- Street Master or the central office computer.

907-632.02.6.2.6.8--System Monitoring and Diagnostics. The system shall automatically and continually monitor system activity and log/report occurrences of Master and intersection alarm conditions. All alarm condition events shall include at the intersection, (Master and central-office computer) an alpha-numeric description of the event as well as the time and date of occurrence.

As a minimum, monitored master alarms conditions shall include:

- Insufficient or Improper Data
- Failed Computational Channels
- Failed System Detectors
- Intersection Communication Failure
- Failed Controllers
- Minimum of six (6) special user defined alarms for user application flexibility
- Monitored intersection alarms conditions shall include as a minimum:
- Cycle Faults and Failures
- Coordination Failures
- Voltage Monitor
- Conflict, Local and Remote Flash Conditions
- Preempt
- Local Free
- Minimum of six (6) special user defined alarms for additional user flexibility.

When the Master detects a critical alarm condition, as defined by the user, it shall automatically dial-up the central office computer and report the condition. On a BUSY or NO ANSWER, the system may be programmed, at user option, to alert a secondary computer.

The system shall also automatically and continually monitor, verify and attempt to correct Sync Pulse, Time Base Clock and Pattern-In-Effect. The system shall provide capabilities to perform diagnostics on system and local detectors, communications and intersection operations. When a fault has been detected, an indication shall be provided. It shall be possible to isolate the fault to the failed unit from controls and indicators available on the Master unit. Auxiliary equipment such as a data terminal or CRT shall not be required to identify the failure.

907-632.02.6.2.6.9--Real Time Display. The Master shall provide for any selected local system intersection controller, real-time status information on its front panel. Real-time intersection status information shall include simultaneous display of: vehicle and pedestrian signal and detector status by phase, overlap signal status and cars waiting count by phase. Real-time controller status information shall include simultaneous display of: two (2) Ring Active timers, On/Next, Call/Recall and Hold/Omit Status by phase, Coordination, Preempt and Stop Time Status.

907-632.02.6.2.6.10--System Management. The system, without hardware changes but with its

ability to directly modify Master and intersection parameters, shall provide the user system configuration and operational controls of the following functions: add/delete controllers and system detectors, enable Traffic Responsive mode, assign intersections to groups, assign system detectors to computational channels and channels to pattern select routines, and assign special and/or standard detectors as system detectors for use with computational channels or to track activity.

907-632.02.6.2.6.11--System Logging and Reports. The system shall automatically and continually process system data and log/report on occurrence of changes in intersection status, system detector status, communications status, controller status and local detector status in addition to system program changes, Traffic Responsive computations, measures of effectiveness and performance.

907-632.02.6.2.6.12--Security. The On-Street Master shall provide for a user-specified security code entry before any data may be altered. In order to view any parameter, security code entry shall not be required. Security access shall be automatically rescinded approximately ten (10) minutes after either access was gained or the last parameter change was entered. The Master and local controller shall have the ability via keyboard to disable security code requirements, allowing for perpetual access without requiring hardware changes.

907-632.02.6.2.7--Design Characteristics. The On-Street Master shall be designed to operate in either an office or field environment and shall be suitably housed in a separate enclosure or in a local intersection cabinet. The Master shall be designed to meet the following electrical and mechanical requirements:

907-632.02.6.2.7.1--Programming and Security. Operator programmable data entry shall be accomplished through panel keyboard(s). The Master shall prevent the alteration of keyboard set variables prior to the user having entered a specific access code through the keyboard. The Master shall maintain user-programmable variables in non-volatile memory with a battery-backed RAM to assure continued efficient system operation.

907-632.02.6.2.7.2--Test and Repair. To enhance maintenance and trouble-shooting activities, On-Street Masters shall include resident diagnostics as a standard. No extender- cards, special tools or PROMs shall be necessary to fully maintain these components. The Master unit design shall ensure that all printed circuit boards be readily accessible for maintenance testing purposes. All fuses, connectors and controls shall be accessible from the front of the Master unit.

907-632.02.6.2.8--Traffic Signal System Software. All Traffic Signal System Software shall be compatible with the latest version of the Department's existing Master and local controllers and existing Traffic Signal Management Software for the Department region.

907-632.02.6.2.8.1--Traffic Signal Closed Loop Software. The Traffic Signal Closed-Loop Software shall provide the ability to manage Master and local controller databases including the uploading and downloading of data parameters. The software shall provide status information and provide reporting capabilities for Master and local controller data, alarms and logs.

907-632.02.6.2.8.2--Traffic Signal System Workstation Software. The Traffic Signal System Workstation shall provide the ability to manage Master and local controller databases including the uploading and downloading of data parameters. The software shall provide status information and provide reporting capabilities for Master and local controller data, alarms and logs.

The Traffic Signal System Workstation Software shall also be capable of operating as a network-connected user workstation to existing centralized signal systems and their associated databases.

When disconnected from the centralized signal system, the software shall be capable of running as a standalone system similar to the Closed-Loop Software. Under this mode, the software shall provide management, report and status functions for Master and local controllers. Under Standalone Mode of operation the software shall allow for its own database(s) for data management without the need for connecting to a centralized signal system database.

907-632.02.6.2.9--Services. Technical services shall be provided, as required, to assist in installation and initial setup of the Closed-Loop Master System and its sub-components. Technical assistance with database migration and/or setup, as well as the development of graphics (such as master maps and local intersection depictions) and the assignment of associated attributes such as detectors, phasing, signals, etc., shall be provided as required. Additionally, training shall be provided on a basic or advanced target user level, as required.

907-632.02.6.3--Malfunction Management Unit (MMU2). The Malfunction Management Unit (MMU2) shall be a shelf-mountable, sixteen (16) channel, solid-state, IP addressable MMU. The MMU2 shall accomplish the detection of, and response to, improper and conflicting signals and improper operating voltages in a traffic signal controller assembly, including support for four (4) section Flashing Yellow Arrow (FYA) left turn displays. The MMU2 shall be capable of running a minimum of twelve (12) different modes of FYA operation.

The MMU2 shall meet or exceed Section 4 requirements of the NEMA Standards Publication No. TS 2-2003 including NEMA TS 2 Amendment #4-2012 and provide downward compatibility to NEMA Standards Publication No. TS 1-1989: Type 12 Operation, in addition to those specifications set forth in this document.

The MMU2 shall include a graphics based Liquid Crystal Display (LCD) to view the current monitor status and navigate the unit's menus. An RJ-45 Ethernet Port shall be provided for communications.

A built-in Diagnostic Wizard shall be provided that displays detailed diagnostic information regarding the fault being analyzed. This mode shall provide a concise view of the signal states involved in the fault, pinpoint faulty signal inputs and provide guidance on how the technician should isolate the cause of the malfunction. The Diagnostic Wizard shall be automatically invoked when the MMU2 is in the fault mode and the HELP button is pressed. It shall also be automatically invoked when the MMU2 is in the Previous Fail (PF) event log display and the HELP button is pressed.

A built-in Setup Mode shall be provided that automatically configures the Dual Indication Enable, Field Check Enable, Red Fail Enable and Minimum Yellow Plus Red Clearance Enable parameters from user input consisting only of channel assignment and class (vehicle, ped, pp-turn, FYA, etc.) responses.

The MMU2 shall be capable of operating in the Type 12 mode with SDLC communications enabled on Port 1. The Channel Status display shall operate in the Type 12 configuration and provide the Field Check function for up to four (4) Pedestrian Walk inputs.

In the interest of reliability and repair ability, printed circuit board mounted MS connectors shall not be acceptable. Internal MS harness wire shall be a minimum of nineteen (19) strand AWG 22 wire.

907-632.02.6.4--NEMA defined Card Rack and Power Supply. A minimum of one (1) NEMA compliant detector card rack with five (5) slot positions (first slot for power supply and four (4) available slots) shall be provided in each cabinet. The detector rack shall be installed on the bottom shelf of the cabinet. The power supply for the NEMA defined card slots shall be provided as a 175W minimum with four (4) independent regulated channels of 24 VDC each rated at 0.75 amps over the full NEMA operating temperature range of -30°F to +165°F. The output should be regulated to 24 VDC +/- 15%. Each of the four (4) outputs shall be independently fused, each with a separate LED for displaying output and fuse status for each of the four (4) outputs. Each of the four (4) outputs shall be protected against voltage transients by a minimum 1500 watt suppressor. All card racks shall be wired for the type detection shown in the plan sheets.

Card Guides shall be provided on the top and bottom of the card rack for each connector position.

907-632.02.6.5--In-Cabinet Network.

907-632.02.6.5.1--Communications Arrestor. The Controller Cabinet network shall consist of an SDLC connection between the Controller Unit and MMU2. Surge suppression for this network shall meet the requirements set forth in Subsection 722.12 and the following minimum requirements below:

- Operating Voltage: 5 VDC
- Clamping Voltage: 8 VDC
- Operating Current: 1.5 A
- Peak Surge Current: 47 A (10x1000 μs)
- Frequency Range: 0 to 20 MHz
- Insertion Loss: < 0.1 dB at 20 MHz
- SPD Technology: SAD
- Connection Type: DB-15
- Operating Temperature: -40°F to +185°F

907-632.02.6.6--System Communications.

907-632.02.6.6.1--Traffic Signal Ethernet Switch. When specified in the plans or contract

documents, a traffic signal Ethernet switch shall be installed in the cabinet assembly. It shall meet the requirements for the type specified in Section 907-663. Ethernet patch cables of sufficient length shall be provided for all supplied Ethernet ready cabinet components. The switch and all components shall be connected and configured.

907-632.02.6.6.2--Fiber Optic Patch Panel. When specified in the plans or contract documents, fiber optic attenuator patch cords shall be installed in the cabinet assembly as specified in Section 907-661.

907-632.02.6.6.3--Wireless Communications. When specified in the plans or contract documents, wireless communication components shall be installed in the cabinet assembly and shall be as specified in Section 907-662.

907-632.02.6.6.4--Serial Port Server or Terminal Server. When specified in the plans or contract documents, serial port servers shall be installed in the cabinet assembly and shall be as specified in Subsection 907-663.02.2.

907-632.02.6.6.5--GPS Clock. This work includes furnishing a Global Positioning System (GPS) Synchronization clock that can be used to sync the internal clocks in traffic signal controllers when coordination is desired, but communication is not necessary. The GPS Clock System shall provide GPS based time and date synchronization to provide coordination of traffic controllers to a common time base. The system shall process GPS Time data using a tamper/vandal resistant GPS antenna and correct for Time Zone, Daylight Savings Time, Leap Years, and GPS Leap Seconds. The processed time information shall be sent to the traffic controller in the native format for the respective controller. A contact closure synchronization pulse with variable pulse width shall be available for a once per day update. If the GPS antenna is blocked for up to one (1) hour prior to scheduled time of synchronization, the system shall synchronize the traffic controllers with less than 0.4 seconds variance from the accuracy provided under normal operation with GPS satellites in view.

- The GPS Clock shall also meet the following minimum specifications:
- Input Voltage: 9-24 VDC
- Current Draw: 150 mA (max) at 12 VDC: 125 mA (max) at 24 VDC
- Contact Closure: 750 mA at 30 VDC
- Temperature Rating: -29.4°F to +167°F

GPS unit shall be mounted to the traffic signal controller cabinet as per the manufacturer's recommendation. Any and all holes created in the cabinet for the purpose of mounting the GPS unit shall be sealed to the satisfaction of the Engineer at no direct pay.

907-632.02.6.6.6--Power-Over-Ethernet Arrestor. Surge suppression that meets the requirements set forth in Subsection 722.12 shall be provided. In addition, the following minimum specifications shall be supplied for loads that require Power-Over-Ethernet with isolated shielded or non-shielded cable:

- Operating Voltage: 48 VDC
- Clamping Voltage: 68 VDC
- Operating Current: 0.75 A per Pin Continuous
- Peak Surge Current: 10 kA
- Insertion Loss: < 0.1 dB
- SPD Technology: GDT, SAD, with series PTC
- Modes of Protection: All Lines (1-8) Protected (L-L) and (L-G): Signal High- Low; High-Ground; Low-Ground
- Transmission Speeds: 10BaseT; 100BaseT; 1000BaseT
- Connection Type: RJ-45
- Operating Temperature: -40°F to +185°F

907-632.02.7--Detector Panel. A vehicle detector harness shall be provided to connect the detector panel to the card rack. The detector panel shall accept the connection of sixteen (16) field loop inputs and four (4) pedestrian detector inputs.

907-632.02.7.1--Detector Input Arrestors. Field Loop and Pedestrian input arrestors shall meet the requirements set forth in Subsection 722.12. Field loop arrestors shall have differential and common mode protection and be provided with the following minimum specifications:

- Operating Voltage: 75 VDC
- Clamping Voltage: 130 VDC
- Peak Surge Current: 250 A
- SPD Technology: Silicon Break-Over
- Operating Temperature: -40°F to +185°F

Pedestrian input arrestors shall be a four (4) circuit device provided with the following minimum specifications:

- Operating Voltage: 30 VDC
- Clamping Voltage: 36 VDC
- Operating Current: 0.15 A
- Peak Surge Current: 10 kA (8 x 20 μs)
- Frequency Range: 0 to 20 MHz
- Insertion Loss: < 0.1 dB at 20 MHz
- SPD Technology: GDT, SAD, with Series PTC
- Connection Type: Terminal Block with compression lugs; Terminals accept up to
- 10 AWG
- Operating Temperature: -40°F to +185°F

907-632.02.8--System Detectors. The controller shall have the ability to receive input data from up to eight (8) special system detectors in addition to the normal actuated controller unit phase detectors. The user shall have the option to assign any of the phase detectors as "system detectors".

907-632.02.9--Preemption. The cabinet shall be completely wired to accept and service calls from preemption phase selector modules, associated optical detector units and GPS units. Optical detector units and GPS unit cabinet components shall be as specified in Section 639. Provision for two (2) standard card modules shall be accommodated in a separate card rack for preemption. The preemption card rack shall provide a minimum of eight (8) channels.

Provisions shall also be made in the cabinet to accommodate Railroad Preemption when specified in the plans or contract documents. Railroad Preemption shall meet the requirements set forth in Section 639. While it is not necessary that a Railroad Preemption interface board be provided with the cabinet, the cabinet and back panel shall be designed so that a Railroad Preemption interface panel that uses a relay to isolate the track switch from the controller cabinet circuitry can be installed. Preempt 1 and 2, in the case of gate down preemption, shall be reserved for Railroad Preemptions; all subsequent preemptions shall be reserved for Emergency Vehicle, Fire Station, or Police Preemption.

907-632.02.10--Uninterruptable Power Supply. When specified in the plans or contract documents an Uninterruptable Power Supply (UPS) System shall be installed in the cabinet assembly. The UPS shall be installed in the cabinet and meet the requirements set forth in Section 633.

907-632.02.11--Power Service Pedestal. A Power Service Pedestal shall be provided as described in Section 631.03.2.

907-632.03--Construction Requirements.

907-632.03.1--Mounting. Traffic Signal Cabinet Assemblies shall be wall or pole mounted, base mounted on a concrete cabinet pad, or base mounted using a composite enclosure as specified below and as shown in the plans.

Power Service Pedestal shall be base mounted on a concrete cabinet pad or on a composite enclosure as specified below and as shown in the plans.

907-632.03.1.1--Wall or Pole Mounted. Wall or pole mount hardware shall be provided for mounting cabinets in specific installations as indicated in the design plans. Wall or pole mounted cabinets shall be manufactured with rigid tabs, rigid brackets or other acceptable configuration for attachment of the cabinet to the wall or pole support. Rigid attachment devices must allow for field alignment of cabinet to the wall or pole support.

907-632.03.1.2--Concrete Cabinet Pad. Concrete foundations shall be constructed of Class B concrete in specific installations as indicated in the design plans.

Cabinets for installation on a concrete base shall be manufactured with rigid tabs, rigid brackets or other acceptable configuration for attachment of the cabinet bottom to its flat support structure. Rigid attachment devices must allow for field alignment of cabinet with the support base. Concrete base construction details shall be provided in the design plan drawings.

907-632.03.1.3--Composite Enclosure. Cabinets for installation on a composite enclosure base shall be manufactured with rigid tabs, rigid brackets or other acceptable configuration for attachment of the cabinet bottom to its' flat support structure. Rigid attachment devices must allow for field alignment of cabinet with the composite enclosure. Composite enclosure attachment details shall be provided as shown in the plans.

907-632.03.2--Documentation. Documentation packages shall be delivered for each unit at the same time as the equipment to which it pertains.

A minimum of two (2) sets of complete schematic drawings and equipment documentation shall be supplied with each cabinet. The first copy shall be placed in a clear re-sealable print pouch of sufficient size to accommodate one (1) complete set of folded cabinet prints and placed in the pull-out drawer of the cabinet and the second copy shall be provided to the Department. Comprehensive controller data shall be included as part of the cabinet documentation package and shall be placed in the cabinet drawer pouch. Digital copies of all cabinet documentation shall be provided to the Department before final acceptance.

The documentation packages shall contain a schematic wiring diagram of the controller cabinet assembly and all auxiliary equipment. The schematic wiring diagram, including a symbols legend, shall show in detail all integrated circuits, transistors, resistors, capacitors, inductors as well as switches and indicators. All parts shown shall be easily identified on both in the cabinet and on the schematic diagram. Model numbers shall be used on schematic diagram when available.

A complete physical description of the signal cabinet assembly shall be provided to include at least the physical dimensions of the unit, weight, temperature ratings, voltage requirements, power requirements, material of construction, and complete performance specifications.

A complete set of operation guides, user manuals, and performance specifications shall be provided.

Detailed programming instructions, preventative maintenance requirements, and troubleshooting procedures shall also be provided for the controllers. These documents shall fully cover all programming procedures and programmable options capable of being made to the controllers and associated traffic control equipment. Instructions for modifications within the range of the capabilities of the unit such as changes in phases or sequences and programming matrix boards shall be included.

An intersection diagram shall be provided on the cabinet door showing geometric configuration, lane use assignments, controller cabinet and signal pole locations, vehicle and pedestrian signal head locations, vehicle and pedestrian detector zone locations, ring-barrier phasing diagram, and detector channel assignments. The intersection diagram shall be labeled with, at a minimum, a North Arrow, main street name(s), side street name(s), signal pole numbers, vehicle and pedestrian head type(s), detector zone designations, volume density and phase recall requirements, flash sequence. All field wires within the cabinet shall be labeled to coincide with those shown on the intersection diagram.

907-632.04--Method of Measurement. Traffic Signal Cabinet Assembly will be measured as a unit per each.

Remove and Replace Existing Traffic Signal Cabinet Assembly will be measured as unit per each.

Modify Existing Traffic Signal Cabinet will be measured as a unit per each.

Solid State Traffic Actuated Controller, of the type specified in the project plans, will be measured as a unit per each.

Signal Software License, of the type specified in the project plans, will be measured as a unit per each.

Malfunction Management Unit, of the type specified in the project plans, will be measured as a unit per each.

Card Rack, of the type specified in the project plans, will be measured as a unit per each.

GPS Clock, as specified in the project plans, will be measured as a unit per each.

Power Service Pedestal, as specified in the project plans, will be measured as a unit per each.

All pay items shall be inclusive of all materials, work, system integration, testing and incidentals necessary for a complete and operable unit in place and accepted. All removal, turn on, and acceptance of equipment, devices, traffic signals, and traffic signal assemblies shall follow Section 631 - Traffic Signal Systems-General prior to payment.

907-632.05--Basis of Payment. Traffic Signal Cabinet Assembly, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for furnishing, installing, configuring, wiring, testing, and mounting foundation construction, cabinets, relays, terminals, circuit breakers, modules, coordination and time base control programs, connectors wiring, overlap equipment, load switches, power cables, power supplies, controller mechanism and housing, MMU2, mounting material, all other materials, and all equipment, labor, tools, and incidentals necessary to complete the work.

Remove and Replace Existing Traffic Signal Cabinet Assembly, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for furnishing, installing, configuring, wiring, testing, cabinets, relays, terminals, circuit breakers, modules, coordination and time base control programs, connectors wiring, overlap equipment, load switches, power cables, power supplies, controller mechanism and housing, MMU2, mounting material, all other materials, removal, disposal, transfer, storage, and/or resetting of components that are existing, all other components included in the traffic signal cabinet, and all equipment, labor, tools, and incidentals necessary to complete the work.

Modify Existing Traffic Signal Cabinet, measured as prescribed above, will be paid for at the

contract unit price per each, which price shall be full compensation for furnishing, installing, configuring, and mounting all components, wiring, and devices; rewiring, reconfiguring, removal, disposal, transfer, storage, and/or resetting of existing components and devices, installing or changing coordination and time base control programs in the traffic signal cabinet assemblies, testing, final cleanup, all equipment, labor, tools, and incidentals necessary to complete the work.

Solid State Traffic Actuated Controller, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for all labor, equipment, tools, materials inclusive of the controller mechanism(s) and housing(s), all power cables, power supplies, wiring, factory and manufacturing inspection, attachment hardware, testing, storage, packaging, shipping, warranty, and all work, equipment, and appurtenances, and all incidentals necessary to provide a fully functional traffic controller ready for use. It shall also include all documentation including operations and maintenance manuals and other material necessary to document the operation of the traffic controller.

Signal Software Licenses, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for all labor, equipment, tools, materials inclusive of furnishing, installing and configuring the Signal Software, all power cables, power supplies, wiring, factory and manufacturing inspection, testing, storage, packaging, shipping, warranty, appurtenances, and all incidentals necessary to provide fully functional Signal Software ready for use. It shall also include all documentation including operations and maintenance manuals and other material necessary to document the operation of the Signal Software.

Malfunction Management Unit, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for all labor, equipment, tools, materials inclusive of furnishing, installing and configuring the Malfunction Management Unit (MMU2), all power cables, power supplies, wiring, attachment hardware, factory and manufacturing inspection, testing, storage, packaging, shipping, warranty, and all work, equipment, and appurtenances, and all incidentals necessary to provide a fully functional Malfunction Management Unit (MMU2) ready for use. It shall also include all documentation including operations and maintenance manuals and other material necessary to document the operation of the Malfunction Management Unit (MMU2).

Card Rack, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for all labor, equipment, tools, materials inclusive of furnishing, installing and configuring the Card Rack, all power cables, power supplies, wiring, attachment hardware, factory and manufacturing inspection, testing, storage, packaging, shipping, warranty, and all work, equipment, and appurtenances, and all incidentals necessary to provide a fully functional Card Rack ready for use. It shall also include all documentation including operations and maintenance manuals and other material necessary to document the operation of the Card Rack.

GPS Clock, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for all labor, equipment, tools, materials inclusive of furnishing, installing and configuring the Global

Positioning System (GPS) Clock(s), all power cables, power supplies, wiring, attachment hardware, factory and manufacturing inspection, testing, storage, packaging, shipping, warranty, and all incidentals necessary to provide a fully functional GPS Clock ready for use. It shall also include all documentation including operations and maintenance manuals and other material necessary to document the operation of the GPS Clock.

Power Service Pedestal, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for furnishing, installing, configuring, wiring, testing, and mounting foundation construction, cabinets, circuit breakers, connectors wiring, mounting material, all other materials, and all equipment, labor, tools, and incidentals necessary to complete the work.

Payment will be made under:

907-632-A:	Solid State Traffic Signal Cabinet Assembly, Type __ Cabinet, Type __ Controller	- per each
907-632-B:	Remove and Replace Existing Traffic Signal Cabinet Assembly, Type __ Cabinet, Type __ Controller	- per each
907-632-C:	Modify Existing Traffic Signal Cabinet Assembly	- per each
907-632-D:	Solid State Traffic Actuated Controller, Type ____	- per each
907-632-E:	Single-user Workstation Signal Software License	- per each
907-632-F:	Single-user Server Signal Software License	- per each
907-632-G:	Malfunction Management Unit	- per each
907-632-H:	Card Rack, ___ Position	- per each
907-632-I:	GPS Clock	- per each
907-632-J:	Power Service Pedestal	- per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-633-1 **CODE: (IS)**

DATE: **11/15/2017**

SUBJECT: **Uninterruptable Power Supply**

Section 633, Uninterruptable Power Supply, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-633.02--Materials.

907-633.02.1--Electronics Module. Delete the fourth bullet in Subsection 633.02.1 on page 538, and substitute the following.

- Local and remote communication capabilities.

907-633.02.4--UPS Operation. Delete the fourth subparagraph of Subsection 633.02.4.1 on page 539, and substitute the following.

4) The UPS system shall be capable of providing continuous, fully conditioned and regulated sinusoidal (AC) power to selected devices such as signal controllers, modems, communication hubs, National Transportation Communications for ITS Protocol (NTCIP) adapters and video equipment, for a minimum of 8 continuous hours.

907-633.02.4.3--Electric Specifications.

907-633.02.4.3.1--Input Specifications. Change the value of the Input Voltage Range in the Table in Subsection 633.02.4.3.1 on page 540, from "75 VAC to 155 VAC (without drawing energy from batteries)" to "75 VAC to 150 VAC (without drawing energy from batteries)."

Delete Subsection 633.02.4.4 on page 540, and substitute the following.

907-633.02.4.4--Blank.

907-633.03--Construction Requirement. Delete the first sentence of the second paragraph of Subsection 633.03 on page 541, and substitute the following.

Field tests shall be performed with various devices as noted in design plans to verify that each device operates optimally.

907-633.05--Basis of Payment. Delete the pay item listed on page 541, and substitute the following.

907-633-A: Uninterruptable Power Supply - per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-634-4 **CODE: (IS)**

DATE: 05/25/2021

SUBJECT: Traffic Signal and ITS Equipment Poles

Section 634, Traffic Signal and ITS Equipment Poles, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-634.02--Materials.

907-634.02.1--Poles. Delete the bullet for Type X poles in Subsection 634.02.1 on page 542 and substitute the following.

- Type X -- Aluminum Pole for Detectors

After Type XI poles in Subsection 634.02.1 on page 542, add the following.

- Type XII -- ITS Extension Poles

907-634.02.1.1--Traffic Signal Poles. Delete the first, third, fourth, and fifth bullets in Subsection 634.02.1.1 on pages 542 and 543, and substitute the following.

- Self-supporting straight or upswept mast arm(s), in accordance with Plan details. Where possible, the mast arms shall match the adjacent signal poles in the area unless otherwise stated;
- Tag installed on shaft side opposite the mainline highway and located approximately 48 inches above the top of the Baseplate;
- Minimum nominal size of four (4) inches wide by 26 inches tall reinforced hand-hole with included terminal block(s);
- A ½-inch coarse thread grounding stud shall be located on the interior side of the pole hand-hole opening;

907-634.02.1.2--Galvanized Steel Poles for Cameras. Delete the second paragraph of Subsection 634.02.1.2 on page 543, and substitute the following.

Unless specified otherwise in the plans, poles shall be designed in accordance with the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals,* as specified in the plans, including all interims and updates. Design life shall be 50 years for all poles. The design wind speed for all parts of the structure shall meet the wind requirements set forth in the latest edition of the AASHTO Wind Map, as stated in Subsection 722.02.3. The pole shall meet the design wind loading with all equipment installed.

In the fifth sentence of the fifth paragraph of Subsection 634.02.1.2 on page 544, change "butt welded" to butt-welded" and change "radio graphically" to radio-graphically."

Delete the second bullet in Subsection 634.02.1.2 on page 544, and substitute the following.

- Consideration shall be given for all possible loading combinations including ice and wind loads.

After the fourth bullet in Subsection 634.02.1.2 on page 544, add the following.

- Top of pole deflection shall not exceed one (1) inch deflection from center due to 30 mph (non-gust) winds or the maximum deflection allowed by Subsection 722.02.3, whichever is more restrictive, for 80-foot poles.

In the first bullet in Subsection 634.02.1.2 at the bottom of page 544, change "cross sectional" to "cross-sectional."

In the second paragraph of Subsection 634.02.1.2.4 on page 545, change "butt weld" to "butt-weld."

907-634.02.1.3--Galvanized Steel Poles for Detectors. In the first paragraph of Subsection 634.02.1.3 on page 546, change "ground mounted" to "ground-mounted."

Delete the second paragraph of Subsection 634.02.1.3 on page 546, and substitute the following.

Unless specified otherwise in the plans, poles shall be designed in accordance with the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals*, as specified in the plans, including all interims and updates. Design life shall be 50 years for all poles. The design wind speed for all parts of the structure shall meet the wind requirements set forth in the latest edition of the AASHTO Wind Map, as stated in Subsection 722.02.3.

Delete the last two sentences of the fifth paragraph of Subsection 634.02.1.3 on page 546, and substitute the following.

Design wind loading shall be as indicated in Subsection 722.02.3 unless otherwise noted in the plans. The pole shall meet design wind loading with all equipment installed.

907-634.02.1.4--Aluminum Poles for Detectors. Delete the second paragraph of Subsection 634.02.1.4 on page 547, and substitute the following.

Unless specified otherwise in the plans, poles shall be designed in accordance with the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals*, as specified in the plans, including all interims and updates. Design life shall be 50 years for all poles. The design wind speed for all parts of the structure shall meet the wind requirements set forth in the latest edition of the AASHTO Wind Map, as stated in Subsection 722.02.3. The pole shall meet design wind loading with detector(s) installed.

907-634.02.1.5--Structure-Mounted ITS Equipment Poles. Delete the second paragraph of Subsection 634.02.1.5 on page 548, and substitute the following.

Unless specified otherwise in the plans, poles shall be designed in accordance with the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals*, as specified in the plans, including all interims and updates. Design life shall be 50 years for all poles. The design wind speed for all parts of the structure shall meet the wind requirements set forth in the latest edition of the AASHTO Wind Map, as stated in Subsection 722.02.3. For projects that are in areas with higher wind standards, the higher standard is required. The pole shall meet design wind loading with all equipment installed.

In the fifth sentence of the fifth paragraph of Subsection 634.02.1.5 on page 548, change "butt welded" to butt-welded" and change "radio graphically" to radio-graphically."

Delete the second bullet in Subsection 634.02.1.5 on page 548, and substitute the following.

- Consideration shall be given for all possible loading combinations including ice and wind loads, as stated in Subsection 722.02.

In the first bullet in Subsection 634.02.1.5 at the top of page 549, change "cross sectional" to "cross-sectional."

After Subsection 634.02.1.8 on page 549, add the following.

907-634.02.1.9--ITS Extension Poles. ITS extension poles are used to provide ITS devices a mounting location with a vertical or horizontal clearance away from an existing pole or structure to which they are to be attached. As such, extension poles and the mounting and attachment hardware shall be of a material that will not cause galvanic corrosion with existing or proposed equipment. If possible, the extension poles shall be similar in color to the base pole or structure, unless otherwise directed. They shall meet the requirements of the base pole, the plans, and Subsection 722.02. Design considerations shall be given to the additional loading being subjected to the base pole or structure.

907-634.02.2--Camera Lowering Device. The lowering device system shall be designed to support, raise, and lower a standard CCTV camera, lens, housing, PTZ mechanism, cabling, connectors, and other supporting field components. The camera connector box shall be cast ZA-12 (12% Al and 88% Zn) and have a minimum weight that ensures stability of the camera during raising and lowering operation. The camera connector box shall have fully gasketed doors to prevent water intrusion. The bottom of the camera connector box shall be equipped with a condensation/moisture exit system. The camera connector block shall be molded in thermoset, weather-resistant, synthetic rubber designed to handle harsh environments.

Electrical contacts must also be designed to handle harsh environments. There shall be a locking mechanism between the fixed and movable components. For the movable components, a latching mechanism shall be provided to hold the device in place (when latched all weight shall be removed

from the lowering cable) and to raise or lower the assembly using the lowering tool and lowering cable. The suspension contact unit housing shall be weatherproof with a gasket to isolate the interior from dust and moisture.

All pulleys shall have sealed, self-lubricated bearings, oil tight bronze bearings, or sintered bronze bushings. The lowering cable shall be a minimum 1/8-inch diameter stainless steel aircraft cable. Internal wireways shall prevent the stainless steel lifting cable from contacting power or video cabling. The only cable permitted to move is the lifting cable, all other cables must remain stable and secure during lowering and raising operations.

The lowering tool shall consist of a lightweight metal frame and winch assembly, a quick release cable connector, an adjustable safety clutch, and a variable speed industrial duty electric drill motor. This tool shall be able to access the lifting cable through a pole hand hole, shall support itself and the load during lowering, and shall provide a means to prevent freewheeling when loaded. This tool shall have a reduction gear to reduce the manual effort required during lifting operations. In addition, this tool shall be provided with an adapter for operating the lowering device with a portable drill using a clutch mechanism. The portable lowering tool shall be included as part of the installed system. The lowering device shall include customized adapter brackets to install cylindrical type PTZ CCTV cameras that have a mounting base below the camera assembly and is require to be installed in an upright position.

907-634.03--Construction Requirements.

907-634.03.1--Foundations. Delete the last sentence of the fourth paragraph of Subsection 632.03.1 on page 550, and substitute the following.

Where foundations are constructed in areas where the pavement edge elevation and shoulder edge elevation differ more than twelve (12) inches, taller foundations may be used but must be approved by the Engineer.

After Subsection 634.03.3 on page 552, add the following.

907-634.03.4--Submittals. The submittal requirements defined in the Notice to Bidders entitled "ITS General Requirements", along with the requirements in this specification, shall be met for all ITS components. All costs associated with submittals shall be included in the overall contract price; no separate payment will be made for any documenting and submitting.

907-634.03.5--Quality Assurance. The quality assurance requirements defined in the Notice to Bidders entitled "ITS General Requirements" shall be met for all ITS components. All costs associated with the quality assurance requirements shall be included in the overall contract price.

907-634.04--Method of Measurement. After the last sentence of the fourth paragraph of Subsection 634.04 on page 552, add the following.

Field conditions may require taller foundations than specified in the plans. In which case, the addition concrete will be paid for at the contract bid price per cubic yard for pole foundations.

After the sixth paragraph of Subsection 634.04 on page 553, add the following.

ITS extension poles of the type specified will be measured as a unit quantity per each.

Delete the last paragraph in Subsection 634.04 on page 553 and substitute the following.

Wooden poles will be measured as a unit quantity per each.

Camera lowering device will be measured as a unit quantity per each.

907-634.05--Basis of Payment. Delete the fourth paragraph of Subsection 634.05 on page 553, and substitute the following.

Camera pole with foundation and detector pole with foundation, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials, all documentation and submittals, for excavating, backfilling, replacing sod, and for all constructing, placing, curing, erecting, installing, connecting and testing; for foundations, poles, pole bases, conduit inside foundation as indicated on the plans, connections to support structures, caps, covers, ground wire, ground rods, hardware and for all equipment, tools, labor and incidentals necessary to complete the work and quality assurance, including remote and local control of the camera site complete in place and ready for use.

Camera lowering device and camera lowering tool, as described above, shall be paid for at the contract unit price per each. This price shall be full compensation for all materials, design, installation, equipment, tools, labor and incidentals associated with providing and installing the camera lowering device and the camera lowering tool.

Delete the sixth paragraph of Subsection 634.05 on page 553, and substitute the following.

Structure-mounted equipment pole, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials, all documentation and submittals, for all constructing, placing, erecting, installing, connecting and testing, for poles, conduit between structure attachment location as indicated in the plans; wiring between pole-mounted devices and field cabinet; all structure-mounting hardware indicated in the plans, caps, covers, ground wire, ground rods, hardware and for all equipment, tools, labor and incidentals necessary to complete the work and quality assurance, including remote and local control of the camera site complete in place and ready for use.

ITS extension poles, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials, all documentation and submittals, for installing the extension pole, mounting attachments as necessary, adjusting the pole to meet specific project needs, and for all equipment, tools, labor, and incidentals necessary to complete the work and quality assurance.

After the last paragraph of Subsection 634.05 on page 554, add the following.

Sizing poles and their appurtenances to field conditions is the Contractor's responsibility. No separate payment will be made for designing to meet project specifications and field conditions.

Delete the pay items listed on page 554, and substitute the following.

907-634-A:	Traffic Signal Equipment Pole, Type __, __' Shaft, __' Arm *	- per each
907-634-B:	Traffic Signal Equipment Pole Shaft Extension, ___' **	- per each
907-634-C:	Pole Foundations, Class ___ Concrete	- per cubic yard
907-634-D:	Slip Casing, ___" Diameter	- per linear foot
907-634-E:	Camera Pole with Foundation, __' Pole	- per each
907-634-F:	Detector Pole with Foundation, ___' Pole	- per each
907-634-G:	Traffic Signal Equipment Pole Mast Arm Extension, ___' **	- per each
907-634-H:	ITS Equipment Pole, Structure Mounted, ___' Pole	- per each
907-634-I:	Wood Pole, Class ___ Height ____'	- per each
907-634-J	ITS Extension Pole, _____' **	- per each
907-634-K:	Camera Lowering Device	- per each

* Multiple Arms may be indicated
** Additional information may be indicated

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-636-3 **CODE: (IS)**

DATE: 05/25/2021

SUBJECT: Electrical Cable

Section 636, Electrical Cable, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-636.01--Description. Delete the last sentence of the last paragraph in Subsection 636.01 on page 555 and substitute the following.

It shall include excavating, laying, placing tracer cable or tape, backfilling, replacing sod, aerial supports and/or pull-through conduits, as applicable; and transformer enclosures and/or terminal boxes when not placed under other items of the contract.

907-636.02--Materials. After the paragraph of Subsection 636.02 on page 555, add the following.

907-636.02.1--ITS Ground Mounted Meter Enclosure.

907-636.02.1.1--Meter Base. Meter bases shall be NEMA Type 3R with a minimum rating of 100 amps and shall meet the requirements of the local utility. The meter base shall be provided with ampere rating of meter sockets based on sockets being wired with insulated wire rated at least 167°F. The meter base shall be designed for underground service.

Meter bases shall be 4-terminal, 600 volt, single phase, 3-wire furnished with the following:

(a) Line, load and neutral terminals accepting #8 to 2/0 AWG copper/aluminum wire,
(b) Ringed or ringless type, with or without bypass,
(c) Made of galvanized steel,
(d) Listed as meeting UL Standard UL-414, and
(e) Underground service entrance as specified.

The meter bases shall have electrostatically applied dry powder paint finish, light gray in color, with a minimum thickness of 2.4 mils.

A 1-inch watertight hub for threaded rigid conduit shall be furnished with meter base.

907-636.02.1.2--Disconnect. External electrical service disconnects shall be furnished with a single pole 50-amp inverse time circuit breaker with at least 10,000 RMS symmetrical amperes short circuit current rating in a lockable in open or closed position in accordance with National Electric Code (NEC) and be a NEMA 3R Type enclosure. The disconnect shall be listed as meeting UL Standard UL-489 and marked as being suitable for use as service equipment.

The disconnect enclosure shall be fabricated from galvanized steel and electrostatically apply dry powder paint finish, light gray in color, to yield a minimum thickness of 2.4 mils. Ground bus and neutral bus shall be provided with at least four terminals with minimum wire capacity range of number 14 through number 4.

For 480V service, a local utility approved, lockable, non-fused disconnect switch on the supply side of the meter base shall be furnished, installed, and labeled as "Utility Disconnect". A separate load side disconnect with overcurrent protection shall be provided within two feet (2') of the meter.

907-636.02.1.3--Ground Mounted – Pedestal – Service Panel. The pedestal shall be of NEMA Type 3R rainproof construction and shall be UL Listed as "Enclosed Industrial Control Equipment" (UL 508A). External construction shall comply with UL50 requirements and shall be of G90 galvanized steel with light green #14672 Federal Specification 595 polyurethane industrial grade powder paint.

Hinges shall be stainless steel and of the continuous piano hinge type.

The pedestal mounting bolts shall not be externally accessible. The pedestal shall be able to be embedded in concrete or use anchor bolts for mounting on concrete base. Either pedestal mounting base or anchor bolt kit shall be used for installation.

The service pedestal should have three separate isolated sections for metering equipment, utility termination and customer equipment.

The metering section shall be pad-lockable and sealable and have a hinged swing hood with an integral hinged polycarbonate sealable window for access to demand meters. Meter socket type shall meet the requirements of the serving utility.

The utility termination section shall be pad-lockable and sealable and shall have a stainless steel handle provided on a lift-off cover. Sufficient clearance shall be provided for a 4-inch diameter conduit for utility cables entrance. Utility landing lugs shall be UL listed and shall accommodate conductor sizes between AWG #6 – 350 kcmil.

The customer compartment door shall be hinged on the left hand side. A stainless pad-lockable hasp shall be provided to secure customer compartment. A door keeper shall be provided to keep the door in an open position. A print pocket shall be provided on the inside of the door in a weatherproof sleeve. Required UL labeling shall be located on the inside of the customer door. Distribution and control equipment shall be behind an internal dead-front door with a quarter-turn securing latch and be hinged to open more than 90 degrees. The dead-front door shall be hinged on the same side as the customer section door. All distribution and control equipment shall be factory wired using 600-volt wire sized to NEC and UL requirements.

The service pedestal shall be rated for operation at 10K minimum amps interrupting capacity (AIC). The provided documentation shall list circuit breaker combinations and those to be used for de-rated operation for series ratings. Circuit breakers shall be permanently labeled with engraved name plates.

The serving utility shall be contacted for necessary requirements before ordering or installing equipment.

907-636.02.2--ITS Ground Mounted Transformer Enclosure.

907-636.02.2.1--Disconnect. The disconnect shall meet the requirements of Subsection 907-636.02.1.2.

907-636.02.2.2--Ground Mounted - Pedestal – Service Panel. The ground mounted - pedestal – service panel shall meet the requirements of Subsection 907-636.02.1.3. In addition, the transformer shall be rated to match the requirement of the primary service and the types of load served as specified in the plans. The transformer unit shall be installed inside the enclosure and meet all applicable codes. Each transformer shall be furnished as one complete unit and wiring of multiple transformers to meet the required ratings at each enclosure location is not allowed. Step-up and Step-down transformers shall be designed specifically for each application. Reverse feeding of step-up and step-down transformers is not allowed. All transformers shall be designed for outdoor installation and rated 600 VAC and below.

907-636.03--Construction Requirements.

907-636.03.1--Direct Buried Cable. After the fourth sentence of Subsection 636.03.1 on page 555, add the following.

Direct buried electric cable shall not be placed in the same trench as fiber optic cables.

907-636.04--Method of Measurement. Delete the first paragraph of Subsection 636.04 on page 557, and substitute the following.

Electric cable of the type specified, constructed as specified on the plans, will be measured by the linear foot. Measurement will be computed horizontally along the conduit, messenger cable or mast arm and vertically along the pole. Measurement in underground conduit is only in the horizontal plane and no additional quantity shall be added for conduit depth or change in elevation of the conduit. No extra length will be allowed for cable inside signal heads, drip loops, or sag in aerial supported cable. Tracer tape, when required in the plans, used with tracer cable will not be measured for separate payment but shall be included in the contract price for Tracer Cable. The terminals for the measurements of lengths will be considered specifically as the center of the pull boxes, poles, signal heads or controller cabinets.

After the first paragraph of Subsection 636.04 on page 557, add the following.

ITS Ground Mounted Enclosures, complete in place and accepted, will be measured as a unit quantity per each for a complete and operable unit in accordance with the contract provisions.

907-636.05--Basis of Payment. After the first paragraph of Subsection 636.05 on page 557, add the following.

ITS Ground mounted enclosures, measured as prescribed above, will be required wherever ground mounted meter enclosures or step-up or step-down transformers are noted as required in the plans. The enclosures shall be paid for at the contract unit price bid per each; which price shall be full compensation for any transformers (as described in the plans), foundation construction, cabinets, pedestals, meter bases, disconnects, relays, terminals, circuit breakers, sockets, hubs, buses, connectors, mounting material, all other materials for constructing, installing, connecting, testing and final cleanup; and for all equipment, labor, tools and incidentals necessary to complete the work in accordance with the contract documents.

In the first sentence of the second paragraph of Subsection 636.05 on page 557, change "relaid" to "re-laid".

Delete the list of pay items on pages 557 and 558, and substitute the following.

907-636-A:	Electric Cable, Direct Burial, Type, AWG ___, ___ Conductor	- per linear foot
907-636-B:	Electric Cable, Underground in Conduit, Type, AWG ___, ___ Conductor	- per linear foot
907-636-C:	Electric Cable, Aerial Supported, Type, AWG ___, ___ Conductor	- per linear foot
907-636-D:	Electric Cable, Aerial Supported in Conduit, Type, AWG ___, ___ Conductor	- per linear foot
907-636-E:	Electric Cable, Underground in Conduit, Tracer Cable	- per linear foot
907-636-F:	Electric Cable, Repair	- per linear foot
907-636-G:	Underground Cable and Conduit, Removed	- per linear foot
907-636-H:	Underground Cable and Conduit, Removed and Re-laid	- per linear foot
907-636-I:	ITS Ground Mounted __*__ Enclosure	- per each

* Indicate Meter or Transformer

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-637-3 **CODE: (IS)**

DATE: 05/25/2021

SUBJECT: Traffic Signal Conduit and Pull Boxes

Section 637, Traffic Signal Conduit and Pull Boxes, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-637.02--Materials.

907-637.02.1--Pull Box / Enclosures. Delete the first sentence of the second paragraph of Subsection 637.02.1 on page 558, and substitute the following.

For grade level pull boxes and enclosures only, Tier 22 (22,500-pound design load, 33,750-pound test load) enclosures with minimum size dimensions as shown in the detail drawings on the plans shall be installed for use in traffic signal construction. Enclosure boxes shall be open bottom.

Delete the fourth sentence of the second paragraph of Subsection 637.02.1 on page 558.

907-637.03--Construction Requirements.

907-637.03.1--Pull box/Enclosures. Delete the sixth sentence of the first paragraph of Subsection 637.03.1 on page 559, and substitute the following.

Enclosures located in soil or sodded areas shall be installed with a supporting poured concrete collar or approved composite collar assembly, as shown by details on the plans.

907-637.03.2.1--Conduit Duct Bank. Delete the first sentence of subparagraph a) under Bored or drilled conduit in Subsection 637.03.2.1 on page 560, and substitute the following.

All conduits under railroad tracks shall be horizontal directional bored or drilled at a minimum of ten (10) feet below the railroad bed, or as required by the Railroad Company.

Delete Subsections 637.03.2.4 and 637.03.2.5 on pages 561 & 562, and substitute the following.

907-637.03.2.4--Blank.

907-637.03.2.5--Blank.

After Subsection 637.03.2.7 on page 563, add the following.

907-637.03.3--Submittals The submittal requirements defined in the Notice to Bidders entitled "ITS General Requirements" shall be met if the NTB is included as part of the Project Proposal

and Contract Documents. In all cases, submittals shall be thorough and timely. All costs associated with submittals shall be included in the overall contract price; no separate payment will be made for any documenting and submitting.

907-637.03.4--Quality Assurance. The quality assurance requirements defined in the Notice to Bidders entitled "ITS General Requirements" shall be met if the NTB is included as part of the Project Proposal and Contract Documents. In all cases, the Contractor shall conduct, maintain, and leave the worksite in a professional and organized manner. All costs associated with the quality assurance requirements shall be included in the overall contract price.

907-637.04--Method of Measurement. Delete subparagraphs a) and b) in Subsection 637.04 on page 563, and substitute the following.

a) From center to center of pull box and/or foundation.
b) Any above ground vertical conduit runs, as indicated in the plans. Measurement in underground conduit is only in the horizontal plane and no additional quantity shall be added for conduit depth or change in elevation of the conduit.

907-637.05--Basis of Payment. Delete the first, second, third, fourth and fifth paragraphs of Subsection 637.05 on page 564, and substitute the following.

Pull Box Enclosures, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials including the cover, installing, crushed gravel underlayment, poured concrete collars, replacement of sod or existing grassing, final clean-up and for all equipment, all documentation and submittals, tools, labor and incidentals necessary to complete the work and quality assurance.

Conduit / Duct Bank, measured as prescribed above, will be paid for per linear feet, which price shall be full compensation for all materials, equipment, labor, trenching, installing, backfilling trench, plowing, directional boring, restoration, marking tape, pull tape, duct plugs, fittings, testing, bore logs, all documentation and submittals, and all other incidentals necessary for the installation and quality assurance of the conduit system.

Rigid Galvanized Steel, measured as prescribed above, will be paid for per linear feet, which price shall be full compensation for all materials, equipment, labor, all documentation and submittals, all related materials including but not limited to couplings, mounting straps, bonding to ground, etc., that is installed on sign structures, poles or between the pull boxes, and all other incidentals necessary for the installation and quality assurance of the conduit system.

Duct Plugs and Sealant will be included in the cost of the conduit and will not be measured separately.

Delete the pay items listed on page 564 and substitute the following.

907-637-A: Pull Box Enclosure, Type - per each

907-637-B:	Pull Box Enclosure, Structure Mounted, Type	- per each
907-637-C:	Traffic Signal Conduit, Underground, Type, Size	- per linear foot
907-637-D:	Traffic Signal Conduit, Underground Drilled or Jacked, Type, Size	- per linear foot
907-637-E:	Traffic Signal Conduit, Structural Conduit, Type, Size	- per linear foot
907-637-F:	Traffic Signal Conduit, Aerial Supported, Type, No, Size	- per linear foot
907-637-G:	Traffic Signal Conduit, Underground Encased in Concrete, Type, Size	- per linear foot
907-637-H:	Traffic Signal Conduit Bank, Underground, Type, No., Size	- per linear foot
907-637-I:	Traffic Signal Conduit Bank, Underground Drilled or Jacked, Type, No., Size	- per linear foot
907-637-J:	Traffic Signal Conduit Bank, Structural Conduit, Type, No., Size	- per linear foot
907-637-K:	Traffic Signal Conduit Bank, Aerial Supported, Type, Size and Number	- per linear foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-639-3 **CODE: (SP)**

DATE: 03/10/2020

SUBJECT: Traffic Signal Preemption Systems

Section 639, Traffic Signal Preemption Systems, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

Delete Section 639 on pages 566 thru 578, and substitute the following.

SECTION 907-639 - TRAFFIC SIGNAL PREEMPTION SYSTEMS

907-639.01--Description. This item consists of providing Railroad Signal Preemption, Type 1, Type 2, and Type 3 Emergency Vehicle Preemption for the traffic signal controller in accordance with Plan details, the Standard Specifications, these specifications, and as directed by the Engineer.

The Type 1 Emergency Vehicle Preemption for the traffic signal controller shall use optical communication to identify the presence of designated priority vehicles and cause the traffic signal controller to advance to and/or hold a desired traffic signal display selected from phases normally available.

The Type 2 Emergency Vehicle Preemption for the traffic signal controller shall utilize Radio/GPS to identify the presence of designated priority vehicles and cause the traffic signal controller to advance to and/or hold a desired traffic signal display selected from phases normally available.

The Type 3 Emergency Vehicle Preemption with Remote Cabinet Monitoring for the traffic signal controller shall utilize Radio/GPS to identify the presence of designated priority vehicles and cause the traffic signal controller to advance to and/or hold a desired traffic signal display selected from phases normally available. The system also allows remote monitoring capabilities of Traffic Signals using either Ethernet communications via fiber or Cellular communications.

A confirmation lights and rotating beacons shall be utilized to indicate the activation of preemption call. The system shall initiate beacons indicating a priority call has been received. The system shall initiate a confirming steady white light to the approach direction from which the vehicle is approaching once the desired priority display has been received. The beacon and confirming white light shall remain energized until the preemption call is dropped.

907-639.02--Materials. All connections and equipment shall be new and constructed using the highest quality, commercially available components and techniques to assure high reliability and minimum maintenance of the emergency vehicle and railroad signal preemption systems.

The requirements for the emergency preemption vehicle equipment in Subsection 907-639.02.2.1 are to be furnished and installed by the local maintaining agencies and not the responsibility of the

Contractor. However, it is the responsibility of the Contractor to provide the intersection preemption equipment required in Subsections 907-639.02.2.2 and 907-639.03 that is compatible with the equipment listed in Subsection 907-639.02.2.1.

907-639.02.1--Railroad Preemption. The Railroad Signal Preemption shall consist of the minimum following components:

- Coordination
- Flagger (as required)
- Application Submittals (as required)
- Connections to hardware (as required)

907-639.02.2--Type 1 Emergency Vehicle Preemption. Emergency Vehicle Preemption Systems shall consist of the following principal Intersection Equipment components: Detectors/Receivers, Multimode Phase Selectors, and Auxiliary Interface Panel. The function intended for use with this system includes Emergency Vehicle Preemption to the traffic signal.

907-639.02.2.1--Vehicle Equipment.

907-639.02.2.1.1--Emitter. The emitter shall include a multi-purpose communication port compliant with the SAE J1708 communication standard. This port shall enable unit configuration to be set into the emitter and read from the emitter. It also shall allow real- time communication between the vehicle and the emitter.

An ON/OFF switch (available for each emitter) shall be equipped with an indicator light providing internal diagnostics to assist in troubleshooting.

While operating, the emitter shall conduct self-diagnostics designed to monitor data transmission integrity by checking for missing pulses. Any failures of the self-diagnostic tests shall be displayed by flashing of the ON/OFF switch indicator light.

The emitter shall be equipped with a disabling input that, when activated, will cause the emitter to stop flashing. This input shall eliminate the possibility of inadvertent signal transmission after the priority vehicle has arrived at its destination. The disable input shall be programmable to operate in either a latching or non-latching mode. Operation of the disable input shall be programmable using software.

The emitter shall provide operating modes that allow it to be powered on with the strobe/LEDs for activation of the preempt.

The emitter shall be powered by the DC voltage supplied from the battery of the vehicle, 10 to 32 volts DC.

The unit shall be equipped with a weatherproof in-line fuse holder and a weatherproof quick-disconnect plug.

The emitter shall contain visible light LEDs which may be user configured as follows:

- Flash at emitter flash rate during normal operation.
- Flash at diagnostic rate when unit has failed or is in disable mode.
- Off during normal operation, flash at diagnostic rate when unit has failed or is in
- Disable mode. The visible LEDs will be Off during normal operation.
- Flash once per second for ten (10) seconds at power up.
- Always Off: The visible LEDs will remain Off at all times.

The Emitter shall be supplied complete with a two (2) foot installation cable.

The flash sequence generated by the emitter shall carry three (3) types of information:

- The first type shall be one (1) of three (3) distinctly different base frequencies of:
  - 10Hz for a low priority emitter;
  - 14Hz for a high priority emitter; or
  - 12Hz for Probe frequency.
- The second type of information generated by the emitter shall be a vehicle classification and identification code that is interwoven into the base frequency flashes. Setting the vehicle classification and identification code shall be accomplished through Emitter Programming Software.
- The third type of information generated by the emitter shall be reserved for setting the intersection detection range. A specially equipped emitter control module with a range setting command switch will enable the Engineer to activate the range code from the vehicle.

The emitters shall use infrared LEDs with an angle of half intensity of ±10 degrees to provide precise directionality control. The emitter shall operate over a temperature range of -30°F to +165°F. The emitter shall operate over a relative humidity range of 5% to 95%. Windows™ based software shall be available at no charge for programming the emitter through its SAE J1708 compatible multi-purpose port.

907-639.02.2.2--Intersection Equipment.

907-639.02.2.2.1--Multimode Phase Selector. The multimode phase selector recognizes inputs from both infrared and Radio/GPS activation methods at the intersection and supplies coordinated inputs to the controller.

The multimode phase selector shall be designed to be installed in the traffic controller cabinet and is intended for use directly with numerous controllers. These include Type 170/2070 controllers with compatible software, NEMA controllers, or other controllers along with the system card rack and suitable interface equipment and controller software.

The multimode phase selector shall include the ability to directly sense the green traffic controller signal indications through the use of dedicated sensing circuits and wires connected directly to field wire termination points in the traffic controller cabinet. This connection shall be made using the Auxiliary Interface Panel.

The multimode phase selector will be a plug-in, 4-channel, multiple-priority, multi-modal device intended to be installed directly into a card rack located within the controller cabinet. The multimode phase selector shall be capable of using existing infrared or Radio/GPS system card racks. The multimode phase selector shall be powered from either +24 VDC or 120 VAC.

The multimode phase selector shall support front-panel RS-232, USB and Ethernet interfaces to allow management by on-site interface software and central software. An RS-232 port shall be provided on the unit. Additional RS-232 communication ports shall be available using the Auxiliary Interface Panel.

The multimode phase selector shall have the capability of storing a minimum of 10,000 priority control calls. When the log is full, the phase selector shall drop the oldest entry to accommodate the new entry. The multimode phase selector shall store each call record in non-volatile memory and shall retain the record if power terminates.

The multimode phase selector shall support a minimum of 5,000 code pairs (agency ID, vehicle ID) for each of the priority levels, high and low, providing unique vehicle identification and system security implementation at the vehicle level.

The multimode phase selector shall include several programmable control timers that will limit or modify the duration of a priority control condition, by channel. The control timers will be as follows:

- Max call time
- Off approach call hold time
- Lost signal call hold time
- Call delay time

The multimode phase selector shall have the ability to enable or disable all calls of all priority levels. This shall be independently settable by channel.

A unique intersection name, which shall be broadcast, shall be settable for each Multimode Phase Selector.

Up to 25 different radio channels shall be available to be assigned to the multimode phase selector.

The multimode phase selector shall operate in a mode that shall vary the output based on the status of the approaching vehicle's turn signal. Additional outputs available on an auxiliary interface panel may be needed. Settings shall be available for this mode as follows:

- Output mappings for each channel.
- Separate setting for high and low priority levels.
- Separate settings for each left turn, right turn or straight signal status for each of the four (4) channels and priority levels.

The multimode phase selector's default values shall be programmable by the operator on- site or at a remote location.

The multimode phase selector shall be capable of three (3) levels of signal discrimination, as follows:

- Verification of the presence of the signal of either high priority or low priority.
- Verification that the vehicle is approaching the intersection within a prescribed
- Estimated Time of Arrival (ETA).
- Determination of when the vehicle is within the prescribed range, either by intensity level or distance from the intersection.

The multimode phase selector shall include one (1) opto-isolated NPN, or sinking, output per channel that provides the following electrical signal to the appropriate pin on the card edge connector:

- 6.25Hz ±0.1Hz 50% on/duty square wave in response to a low priority call.
- A steady ON in response to a high priority call.
- The multimode phase selector will also have the option of providing separate outputs for High and Low priority calls for controllers that do not recognize a 6.25 Hz pulsed
- low priority request.
- Additional outputs or output modes shall also be available on the Auxiliary Interface
- Panel in case of need for additional modes of operation.

The multimode phase selector shall accommodate the following three (3) methods for setting range thresholds for High and Low priority signals.

- Based on the approaching vehicle's Estimated Time of Arrival (ETA). This shall be settable between zero (0) and 255 seconds in one (1) second increments.
- Based on the approaching vehicle's distance from the intersection. This shall be settable in one (1) foot increments.
- Based on emitter intensity the system shall accommodate setting a separate range from 200 feet to 2,500 feet with range set points for both High and Low priority signals.

The multimode phase selector will have the following indicators:

- A status indicator that illuminates steadily to indicate proper operation.
- A link indicator on the multimode phase selector illuminates if other radios are within range.
- A radio indicator that indicates the status of the communication between the vehicle control unit and the Radio/GPS unit. The indicator illuminates to indicate that there is communication between the vehicle control unit and the Radio/GPS unit. The indicator illuminates to indicate that a GPS signal has been acquired and the 2.4 GHz radio is on the air.
- LED indicators (one (1) for high priority, one (1) for low priority) for each channel display

active calls as steady ON and pulse to indicate pending preemption requests.

The multimode phase selector shall have a test switch for each channel to test proper operation of High or Low Priority.

The multimode phase selector shall utilize the time obtained from the GPS satellites to time stamp the activity logs. The user will set the local time zone (offset from GPS time) via the interface software.

The interface software shall have the capability to set the multimode phase selector to automatically adjust the GPS time offset for changes in daylight savings time.

An auxiliary interface panel shall be available to facilitate interconnections between the multimode phase selector and traffic cabinet wiring as well as provide additional outputs.

A multimode phase selector port may be configured to output GPS data at a user selectable baud rate in the NMEA 0183format. It will output the following messages depending on the baud rate:

- GGA - Global Positioning System Fix Data (2400 baud and higher)
- GSA - GPS DOP and active satellites (2400 baud and higher)
- GSV - Satellites in view (4800 baud and higher)
- RMC - Recommended Minimum Navigation Information (1200 baud and higher)

The following diagnostic tests are incorporated in the multimode phase selector:

- Power up built in test
- Communications port tests
- Preemption output test call
- Detector response test

The multimode phase selector shall be capable of call bridging.

When used with a GPS radio unit, the multimode phase selector shall relay a priority request to the next adjacent intersection based on the direction indicated by the vehicle's turn signals.

The multimode phase selector shall support evacuation mode for Low priority calls. The multimode phase selector shall allow relative priority.

907-639.02.2.2.1.1--Card Rack. The required card rack shall provide simplified installation of a multimode phase selector into controller cabinets that do not already have a suitable card rack.

The card rack shall be factory wired with one (1) connector, located behind the card slot, and one (1) connector on the front of the card rack.

The card rack connector on the front shall provide for connections to the traffic controller.

The Contractor shall verify card rack requirements with the Engineer prior to submitting this equipment.

One (1) version of the card rack shall contain a 24 VDC power supply to power the phase selector. The power supply shall be capable of being powered by 100-240 VAC 50-60 Hz.

Another version of the card rack shall pass 120 VAC through to the rear card rack connector. This version shall provide labeled terminal blocks for connecting the primary infrared detectors to a phase selector.

Additionally, there shall be an optional card rack with a built-in Electromechanical Relay for use in switching high current loads such as flashers and gate operators. The relay shall be capable of switching the following loads.

Resistive:	10 A, 240 VAC	General Use:	7.5 A, 120 VAC
	10 A, 30 VDC		7.5 A, 240 VAC
			7 A, 30 VDC
			1/6 hp, 120 VAC
			1/3 hp, 240 VAC

907-639.02.2.2.2--Optical Detector.

907-639.02.2.2.2.1--General. The optical detector shall be a light-weight, weather proof device capable of sensing and transforming pulsed optical energy into electrical signals for use by the traffic signal phase selection equipment.

907-639.02.2.2.2.2--Functional Requirements. The optical detector unit shall perform the following functions and meet the requirements listed below.

a) The unit shall be high-impact polycarbonate construction with stainless steel and/or brass hardware. The unit shall be designed for easy mounting at or near an intersection on mast arm, pedestal, pole, or intersection span wire.
b) The unit shall accept optical signals from one (1) or two (2) directions and provide a single electrical output signal, as specified in the plans. The unit shall include a design feature to allow aiming of the two optical sensing inputs for hills, skewed approaches or slight curves.
c) The unit shall have built-in terminal strip to simplify wiring connections. The unit shall receive power from the traffic signal phase selector equipment and have internal voltage regulation to be operational from 16 to 40 volts AC.
d) The unit shall be responsive to the optical emitter at a distance of 1,800 feet. The unit shall deliver the necessary electrical signal to the traffic signal phase selector equipment via up to 1,000 feet of optical detector cable.
e) The unit shall employ replacement circuit board assembly and photocells to facilitate repair.

907-639.02.2.2.3--Optical Detector Cable. The optical detector cable shall meet the requirements listed below.

a) The cable shall guarantee delivery of the necessary quality signal from the optical detector to the traffic signal phase selector equipment over non-spliced distance of 1,000 feet. The cable shall guarantee sufficient power to the optical detector over a non-spliced distance of 1,000 feet.
b) The cable shall be of durable construction for installation by direct burial, in conduit or mast arm, or exposed overhead supported by messenger wire. The weight of the cable shall have a minimum insulation rating of 600 volts and a temperature rating of 80°C.
c) The cable shall have three (3) conductors of AWG 20 stranded, individually tinned copper color coded as follows.
   1. Orange for delivery of optical detector power (+)
   2. Blue for optical detector power return (-)
   3. Yellow for optical detector signal

The conductors will be shielded with aluminized polyester and have an AWG #20 stranded and individually tinned drain wire to provide signal integrity and transient protection. The shield wrapping shall have 20% overlap to ensure integrity following conduit and mast arm pulls.

907-639.02.2.2.4--Electrical and Environmental Requirements. All equipment supplied as part of the priority control system intended for use in the controller cabinet shall meet the following electrical and environmental specifications spelled out in the NEMA Standards Publication TS 2-2003, Part 2: v02.06:

- Line voltage variations per NEMA TS 2-2003, Paragraph 2.1.2.
- Power source frequency per NEMA TS 2-2003, Paragraph 2.1.3.
- Power source noise transients per NEMA TS 2-2003, Paragraph 2.1.6
- Temperature range per NEMA TS 2-2003, Paragraph 2.1.5
- Humidity per NEMA TS 2-2003, Paragraph 2.1.5
- Shock test per NEMA TS 2-2003, Paragraph 2.2.9.
- Vibration per NEMA TS 2-2003, Paragraph 2.2.8
- Non-Destructive Transient immunity NEMA TS 2-2003, Paragraph 2.1.8.
- Input-output terminals NEMA TS 2-2003, Paragraph 2.1.7.
- FCC Part 15 Subpart B Class A EMC Standard
- Canada ICES-003, Issue 4:2004 Class A EMC Standard
- EN50293: 2000 Electromagnetic Compatibility–Road Traffic Signal Systems – Product Standard.
- EN 61326-1:2006 EMC Standard.
- EN 55011:2007 +A2:2007 EMC Standard.

907-639.02.3--Type 2 Emergency Vehicle Preemption. Emergency Vehicle Preemption Systems shall consist of the following principal Intersection Equipment components: Detectors/Receivers, Multimode Phase Selectors, and Auxiliary Interface Panel. The function intended for use with this system includes Emergency Vehicle Preemption to the traffic signal.

907-639.02.3.1--Vehicle Equipment.

907-639.02.3.1.1--Vehicle Control Unit. The vehicle control unit shall provide the interface between the vehicle and the priority control system. The vehicle control unit shall also interface with the Radio/GPS module. The vehicle control unit shall monitor the status of the vehicle turn signal via an interface cable that will connect between the vehicle control unit and the left and right turn signal lines in the vehicle. The vehicle control unit shall also monitor the disable input line as well as the remote activation input. Power to the vehicle equipment shall be provided through the vehicle control unit.

The vehicle shall transmit the following information when within range of an equipped intersection:

- The priority level of the vehicle equipment. This shall be either high priority or low priority. The priority level shall be factory set. Each vehicle control unit shall be capable of setting 254 different agency IDs and 15 different vehicle type classifications with 9,999 different identification numbers per class.
- The location, speed and heading of the vehicle.
- The status of the vehicle's turn signal.
- The radio channel as assigned by the intersection and the serial number of the Vehicle Control Unit.

The vehicle shall be capable of being wired so that the GPS data is available either while the equipment is requesting priority or when not requesting priority. The vehicle control unit shall be equipped with an ON/OFF switch to activate the system and request priority. The switch shall be depressed to activate the system. In addition, a remote activation line shall be provided to interface with other vehicle equipment. This line shall have +12 VDC applied to request priority. The equipment shall be configured to activate with the light bar/remote activation line or via the ON/OFF switch.

The vehicle equipment shall be supplied complete with a 20-foot minimum installation cable as well as a 15-foot minimum vehicle interface cable.

The vehicle control unit shall include multi-purpose communication ports compliant with the RS-232 communication standard. These ports shall enable unit configuration to be set into the vehicle control unit and read from vehicle control unit. It also shall allow real- time communication between the vehicle control unit and the interface computer as well as interfacing with other devices. One of the ports shall be configured to output GPS data at a user selectable baud rate in the NMEA format while the vehicle control unit is turned On. It shall output the following messages (depending on the baud rate):

- GGA Global Positioning System Fix Data (2400 baud and higher)
- GSA GPS DOP and active satellites (2400 baud and higher)
- GSV Satellites in view (4800 baud and higher)
- RMC Recommended Minimum Navigation Information (1200 baud and higher)

The vehicle control unit shall also have a series of indicator lights that will operate as follows:

- A power indicator as well as an indicator light in the switch will indicate that the equipment is powered On.
- A GPS indicator will indicate the status of GPS reception.
- An indicator will indicate the status of the communication between the vehicle control unit and the Radio/GPS unit.
- A disable indicator will indicate if the vehicle equipment is in a Disable mode. The disable indicator and the indicator in the power switch will flash green or any other color as approved by the Engineer.
- The indicators shall be capable of being programmed to provide feedback for the following:
  - Phase selector has received preemption request.
  - Another vehicle approaching the intersection has received the preemption request.
  - Phase selector has received preemption request and another equipped vehicle is approaching the intersection from another direction.

The vehicle control unit shall be equipped with a disable input that, when activated, will cause the radio to transmit that the vehicle is in Disable mode, thereby eliminating the possibility of the priority request continuing after the priority vehicle has arrived at its destination. The disable input shall be programmable to operate in either a latching or non- latching mode. The disable input shall be programmed so that the input may be activated by applying ground or by applying +12 VDC. Operation of the disable input shall be programmable using software. Additional inputs shall be included to temporarily switch the vehicle control unit to low priority and to Probe Mode. The vehicle equipment shall operate over a temperature range of -30°F to 165°F and a relative humidity range of 5% to 95%. Windows™ based software shall be available for programming the vehicle control unit through its RS-232 compatible multi-purpose port.

907-639.02.3.1.1.1--Antenna. A GPS receiver and antenna shall obtain the vehicle position, speed and heading from the GPS satellite system operated by the Department of Defense (DOD). The time information from the GPS satellites shall also be used to synchronize the frequency hopping of the 2.4 GHz radio.

The Radio/GPS antenna cables shall consist of a pair of 25-foot coax cables with factory terminated SMA connectors. One of these connectors shall have a pin and the other shall have a socket.

907-639.02.3.1.1.2--Radio. The Radio shall operate in the reserved Industrial, Scientific and Medical (ISM) communications band, requiring no license. A 2.4 GHz spread spectrum/frequency hopping radio shall provide the communications from the vehicle to the intersection when within range of a Radio/GPS equipped intersection. The radio shall have a transmit power of not more than one (1) watt. The radio shall have an unobstructed range of at least 2,500 feet. The radio shall meet FCC Part 15 rules. Radio link association and coordination among intersections and vehicles shall be automatic.

907-639.02.3.2--Intersection Equipment.

907-639.02.3.2.1--Multimode Phase Selector. The multimode phase selector recognizes inputs from both infrared and Radio/GPS activation methods at the intersection and supplies coordinated

inputs to the controller.

The multimode phase selector shall be designed to be installed in the traffic controller cabinet and is intended for use directly with numerous controllers. These include Type 170/2070 controllers with compatible software, NEMA controllers, or other controllers along with the system card rack and suitable interface equipment and controller software.

The multimode phase selector shall include the ability to directly sense the green traffic controller signal indications through the use of dedicated sensing circuits and wires connected directly to field wire termination points in the traffic controller cabinet. This connection shall be made using the Auxiliary Interface Panel.

The multimode phase selector will be a plug-in, 4-channel, multiple-priority, multi-modal device intended to be installed directly into a card rack located within the controller cabinet. The multimode phase selector shall be capable of using existing infrared or Radio/GPS system card racks. The multimode phase selector shall be powered from either +24 VDC or 120 VAC.

The multimode phase selector shall support front-panel RS-232, USB and Ethernet interfaces to allow management by on-site interface software and central software. An RS-232 port shall be provided on the unit. Additional RS-232 communication ports shall be available using the Auxiliary Interface Panel.

The multimode phase selector shall have the capability of storing a minimum of 10,000 priority control calls. When the log is full, the phase selector shall drop the oldest entry to accommodate the new entry. The multimode phase selector shall store each call record in non-volatile memory and shall retain the record if power terminates.

The multimode phase selector shall support a minimum of 5,000 code pairs (agency ID, vehicle ID) for each of the priority levels, high and low, providing unique vehicle identification and system security implementation at the vehicle level.

The multimode phase selector shall include several programmable control timers that will limit or modify the duration of a priority control condition, by channel. The control timers will be as follows:

- Max call time
- Off approach call hold time
- Lost signal call hold time
- Call delay time

The multimode phase selector shall have the ability to enable or disable all calls of all priority levels. This shall be independently settable by channel.

A unique intersection name, which shall be broadcast, shall be settable for each Multimode Phase Selector.

Up to 25 different radio channels shall be available to be assigned to the multimode phase selector.

The multimode phase selector shall operate in a mode that shall vary the output based on the status of the approaching vehicle's turn signal. Additional outputs available on an auxiliary interface panel may be needed. Settings shall be available for this mode as follows:

- Output mappings for each channel.
- Separate setting for high and low priority levels.
- Separate settings for each left turn, right turn or straight signal status for each of the four (4) channels and priority levels.

The multimode phase selector's default values shall be programmable by the operator on- site or at a remote location.

The multimode phase selector shall be capable of three (3) levels of signal discrimination, as follows:

- Verification of the presence of the signal of either high priority or low priority.
- Verification that the vehicle is approaching the intersection within a prescribed Estimated Time of Arrival (ETA).
- Determination of when the vehicle is within the prescribed range, either by intensity level or distance from the intersection.

The multimode phase selector shall include one (1) opto-isolated NPN, or sinking, output per channel that provides the following electrical signal to the appropriate pin on the card edge connector:

- 6.25Hz ±0.1Hz 50% on/duty square wave in response to a low priority call.
- A steady ON in response to a high priority call.
- The multimode phase selector will also have the option of providing separate outputs for High and Low priority calls for controllers that do not recognize a 6.25 Hz pulsed low priority request.
- Additional outputs or output modes shall also be available on the Auxiliary Interface Panel in case of need for additional modes of operation.

The multimode phase selector shall accommodate the following three (3) methods for setting range thresholds for High and Low priority signals.

- Based on the approaching vehicle's Estimated Time of Arrival (ETA). This shall be settable between zero (0) and 255 seconds in one (1) second increments.
- Based on the approaching vehicle's distance from the intersection. This shall be settable in one (1) foot increments.
- Based on emitter intensity the system shall accommodate setting a separate range from 200 feet to 2,500 feet with range set points for both High and Low priority signals.

The multimode phase selector will have the following indicators:

- A status indicator that illuminates steadily to indicate proper operation.
- A link indicator on the multimode phase selector illuminates if other radios are within range.
- A radio indicator that indicates the status of the communication between the vehicle control unit and the Radio/GPS unit. The indicator illuminates to indicate that there is communication between the vehicle control unit and the Radio/GPS unit. The indicator illuminates to indicate that a GPS signal has been acquired and the 2.4 GHz radio is on the air.
- LED indicators (one (1) for high priority, one (1) for low priority) for each channel display active calls as steady ON and pulse to indicate pending preemption requests.

The multimode phase selector shall have a test switch for each channel to test proper operation of High or Low Priority.

The multimode phase selector shall utilize the time obtained from the GPS satellites to time stamp the activity logs. The user will set the local time zone (offset from GPS time) via the interface software.

The interface software shall have the capability to set the multimode phase selector to automatically adjust the GPS time offset for changes in daylight savings time.

An auxiliary interface panel shall be available to facilitate interconnections between the multimode phase selector and traffic cabinet wiring as well as provide additional outputs.

A multimode phase selector port may be configured to output GPS data at a user selectable baud rate in the NMEA 0183format. It will output the following messages depending on the baud rate:

- GGA - Global Positioning System Fix Data (2400 baud and higher)
- GSA - GPS DOP and active satellites (2400 baud and higher)
- GSV - Satellites in view (4800 baud and higher)
- RMC - Recommended Minimum Navigation Information (1200 baud and higher)

The following diagnostic tests are incorporated in the multimode phase selector:

- Power up built in test
- Communications port tests
- Preemption output test call
- Detector response test

The multimode phase selector shall be capable of call bridging.

When used with a GPS radio unit, the multimode phase selector shall relay a priority request to the next adjacent intersection based on the direction indicated by the vehicle's turn signals.

The multimode phase selector shall support evacuation mode for Low priority calls. The

multimode phase selector shall allow relative priority.

907-639.02.3.2.1.1--Card Rack. The required card rack shall provide simplified installation of a multimode phase selector into controller cabinets that do not already have a suitable card rack.

The card rack shall be factory wired with one (1) connector, located behind the card slot, and one (1) connector on the front of the card rack.

The card rack connector on the front shall provide for connections to the traffic controller. The Contractor shall verify card rack requirements with the Engineer prior to submitting this equipment.

One (1) version of the card rack shall contain a 24 VDC power supply to power the phase selector. The power supply shall be capable of being powered by 100-240 VAC 50-60 Hz.

Another version of the card rack shall pass 120 VAC through to the rear card rack connector. This version shall provide labeled terminal blocks for connecting the primary infrared detectors to a phase selector.

Additionally, there shall be an optional card rack with a built-in Electromechanical Relay for use in switching high current loads such as flashers and gate operators. The relay shall be capable of switching the following loads.

Resistive:	10 A, 240 VAC	General Use:	7.5 A, 120 VAC
	10 A, 30 VDC		7.5 A, 240 VAC
			7 A, 30 VDC
			1/6 hp, 120 VAC
			1/3 hp, 240 VAC

907-639.02.3.2.2--Blank.

907-639.02.3.2.3--Intersection Radio/GPS Module. A GPS receiver and antenna shall obtain the intersection position from the GPS satellite system operated by the DOD. The time information from the GPS satellites shall be used to synchronize the frequency hopping of the 2.4 GHz radio and to time stamp the activity log. The GPS receiver and the GPS antenna shall reside inside of the Radio/GPS module.

A 2.4 GHz spread spectrum/frequency hopping radio shall provide the communications from the intersection to the vehicle as well as from intersection to intersection, or as shown in the plans.

As an alternate, the following Radio/GPS unit and Radio GPS antenna may be used in the intersection.

The Radio/GPS antenna shall be a hemispherical dome with a pair of 15-foot coax cables with factory terminated SMA connectors. One (1) of these connectors shall have a pin and the other will have a socket. This antenna shall include one (1) element for receiving the GPS signal and

one (1) element for transmitting and receiving the radio signal. This antenna, along with the radio/GPS module, may also be used in the intersection.

The radio shall have a maximum transmit power of not more than one (1) watt. The radio shall have an unobstructed range of at least 2,500 feet. The radio will meet FCC Part 15 rules. The radio and the radio antenna shall reside inside of the Radio/GPS module.

The Radio/GPS module shall be housed in an impact resistant polycarbonate housing that will include a water resistant wire entry point. It shall contain a water resistant access cover to facilitate cable termination.

The Radio/GPS module shall be designed for mounting at or near an intersection on mast arms and span wire poles. Additional hardware may be needed.

The Radio/GPS module shall communicate to the multimode phase selector via a Radio/GPS cable up to 250 feet in length.

907-639.02.3.2.4--Radio/GPS Cable. The Radio/GPS cable shall deliver sufficient power from the multimode phase selector to the Radio/GPS module and will deliver the necessary quality signal from the Radio/GPS module to the multimode phase selector over a non- spliced distance of 250 feet.

Coaxial cable will not be permitted for this cable.

The Radio/GPS cable shall deliver sufficient power from the vehicle control unit to the Radio/GPS module and will deliver the necessary quality signal from the Radio/GPS module to the vehicle control unit over a non-spliced distance of 50 feet.

The cable shall be of durable construction to satisfy the following installations:

- Direct burial.
- Conduit and mast arm.
- Exposed overhead (supported by messenger wire)

The outside diameter of the cable shall not exceed 0.4 inches. The insulation rating of the cable shall be 300 volts minimum.

The temperature rating of the detector cable will be -40°F to +194°F.

The conductors shall be AWG #20 (7x28) stranded and individually tinned. The cable shall be shielded and have a drain wire to provide signal integrity and transient protection.

When the aluminum enclosure version of the Radio/GPS module is used, the Radio/GPS cable assembly shall use a 15-pin connector that will mate with the connector on the Radio/GPS module.

907-639.02.3.2.5--Electrical and Environmental Requirements. All equipment supplied as part

of the priority control system intended for use in the controller cabinet shall meet the following electrical and environmental specifications spelled out in the NEMA Standards Publication TS 2-2003, Part 2: v02.06:

- Line voltage variations per NEMA TS 2-2003, Paragraph 2.1.2.
- Power source frequency per NEMA TS 2-2003, Paragraph 2.1.3.
- Power source noise transients per NEMA TS 2-2003, Paragraph 2.1.6
- Temperature range per NEMA TS 2-2003, Paragraph 2.1.5
- Humidity per NEMA TS 2-2003, Paragraph 2.1.5
- Shock test per NEMA TS 2-2003, Paragraph 2.2.9.
- Vibration per NEMA TS 2-2003, Paragraph 2.2.8
- Non-Destructive Transient immunity NEMA TS 2-2003, Paragraph 2.1.8.
- Input-output terminals NEMA TS 2-2003, Paragraph 2.1.7.
- FCC Part 15 Subpart B Class A EMC Standard
- Canada ICES-003, Issue 4:2004 Class A EMC Standard
- EN50293: 2000 Electromagnetic Compatibility–Road Traffic Signal Systems – Product Standard.
- EN 61326-1:2006 EMC Standard.
- EN 55011:2007 +A2:2007 EMC Standard.

907-639.02.4--Type 3 Emergency Vehicle Preemption with Remote Cabinet Monitoring.

907-639.02.4.1--Vehicle Equipment. The Vehicle Device shall conform to the following requirements:

- The device shall function correctly between -34°C and +74°C.
- The device shall be capable of being mounted inside a vehicle either under a seat or strapped under the dashboard. The unit will come with all wiring needed to connect the system to the vehicle.
- The device shall interface to a non-invasive road sensor for environmental measurements via either RS485 or Bluetooth connection.
- The device shall be provided with appropriately rated and keyed connectors that allows the device to be exchanged by unplugging connectors, without tools.
- The device shall incorporate an integrated GPS and/or cell modem.
- The configuration of the device shall be accomplished by accessing the internal web server with a browser. It shall be possible to configure the device without any special software.
- The device shall incorporate an integrated GPS which will allow the device to geo-locate itself on the map, without configuration.
- The device shall operate without requiring static IP address. The only configuration required at the device is to enter the URL of where the TSPRMS central software is hosted.
- In the event that the cell service is interrupted or is not available, the device shall store any events that occur in internal memory, and forward these events automatically to the cabinet monitoring system when the cell service is restored. In this way, a complete record of events at the device can be maintained even if cell service is interrupted for a period.
- The device shall utilize HTTP and HTTPS protocols, and XML data structures, for

communications with the cabinet monitoring system. In this way the data will be open for future expansion and competition. The use of secret proprietary protocols is not permitted.

- The device shall support Ethernet, cellular and license free radio communication.
- The device shall have the option of being supplied with an enhanced GPS, which provides GPS coordinates based on dead-reckoning even when the GPS signal is shielded from the vehicle such as under an overpass; in a tunnel or in between tall buildings in a city. The dead reckoning system shall include accelerometers, gyroscopes and a distance measure that will provide accuracy of better than 20 feet in 1000 feet, when there is no information from the GPS satellites. The enhanced GPS shall optionally be connected to the vehicle OBD-II port; the J1939 ECU port (for heavy vehicles) or a wheel tick sensor as the project requires. The enhanced GPS shall self-calibrate the wheel tick input.

907-639.02.4.2--Intersection Equipment. It is a requirement that the Emergency Vehicle Preemption with Remote Cabinet Monitoring system operate independent of the brand/type of intersection controller deployed at the intersection. The Contractor shall install a small field device into each intersection cabinet which connects to the terminal strip in the cabinet (via a provided wiring harness) and makes the system function independent of controller operation. A 19" Rack Mounted option shall be available if required in the plans.

The system Field Device shall conform to the following requirements:

- The Device shall function correctly between -34°C and +74°C.
- The nominal size of the Device shall be 19" x 7.455" by 1.719", and shall be suitable for placing in Traffic Signal Cabinets specified in Section 632 of the attached specification.
- The Device shall be provided with appropriately rated connectors that allow the Device to be exchanged by unplugging connectors, without tools.
- The Device shall incorporate an integrated GPS and cell modem (when required).
- The configuration of the Device shall be accomplished by accessing the internal web server with a browser. It shall be possible to configure the Device without any special software.
- The Device shall be powered via a standard 120V input power.
- The Device shall allow for the routing of the controller configuration packets to and from the controller (either by Ethernet or serial communications) for the three types of controller that are utilized by the Department. In this way it shall be possible to configure the controller, and utilize the controller specific software to interrogate the controller, and the system shall provide the communications pipe which allows this to be accomplished.
- The Device shall utilize field initiated communications. This allows for a low cost cellular data plans to be used, with infrequent polling. However, when an abnormal event occurs and is detected by the Device, then the Device will immediately initiate the transfer of a data packet to the system to enable real-time alerting of response personnel to take place.
- The Device shall, within the size limitations above, include a battery and battery charging/monitoring circuit, to allow the system to function correctly even when all power to the intersection has failed. The battery shall continue to power the Device for a minimum of five (5) hours after all power has failed to the intersection.
- The Device shall incorporate an integrated GPS which will allow the Device to geo-locate itself on the map, without configuration.

- The Device shall operate without requiring a static IP address. The only configuration required at the Device is to enter the URL of where the system central software is hosted.
- In the event that the cell service is interrupted or is not available, the Device shall store any events that occur in internal memory, and forward these events automatically to the system when the cell service is restored. In this way, a complete record of events at the device can be maintained even if cell service is interrupted for a period.
- The Device shall utilize HTTP and HTTPS protocols, and XML data structures, for communications with the system. In this way the data will be open for future expansion and competition. The use of secret proprietary protocols is not permitted.

907-639.02.4.3--Client User Interface. The user interface software shall provide, at a minimum, features to meet the following requirements:

907-639.02.4.3.1--General. The user interface shall be web based and able to be viewed using a browser. Internet Explorer, Chrome and Firefox browsers shall be supported, as well as Safari on an iPad. Systems that use remote desktop or similar to view a thick-client user interface will not be acceptable. The user interface shall require a user name and password to log on.

907-639.02.4.3.2--Map Display. The system shall include a scrollable, zoomable map display, with the intersections and emergency vehicles shown as representative icons on the map.

The alarm status of the intersection shall be clearly indicated on the icon on the map, so that the user can see at a glance which intersections are in alarm.

The map display shall also include a list of intersections, with the number and priority of alarms indicated on the list. Intersections in high priority alarm shall be moved to the top of the list, followed by medium priority, low priority and then finally by intersections not in alarm.

The icons shall change to be able to clearly indicate if an intersection is offline.

Clicking on the icon on the map shall expose a box with the current parameters of the intersection shown.

The default map display position and zoom shall be configurable by user, so that the user's view will default to show the intersections that the user is responsible for managing.

The map view shall have the ability to show traffic overlays on the map.

The map view shall be able to show vehicle trails when the vehicles have been in an emergency or not active.

907-639.02.4.3.3--Regional Intersection and Vehicle Grouping. The System shall provide for intersections and vehicles to be logically grouped into regional groupings (for example, north; south; Fire 1; Fire 2)

The System user logon shall be configurable so that if a maintenance or operational person is responsible for, say, the north intersections and emergency vehicles then when that user logs on, the user has visible only the intersections that belong to the group that the user is authorized to view.

907-639.02.4.3.4--Intersection Detail Display. Intersection detail display shall be possible to drill down, either from the map icon or from the list, to a device level detail for the intersection, which as a minimum shall display the following parameters:

- The alarm status, with priority indicated, and a text description of the alarm (if an alarm is present for this device).
- The time since the last communication with the device
- The following parameters (real time now values, minimum for the day values, maximum for the day values, and average for the day values)
  - The AC mains voltage (value)
  - The battery back-up voltage (value)
  - The cabinet temperature (value)
  - The cabinet humidity (value)
  - The presence of AC power (OK or Fail)
  - The flashing status of the intersection (OK or Flashing)
  - Stop Time status (OK or Stop Time Active)
  - The cabinet door status (Open or Closed)
  - The intersection fan status (Fan On or Fan off)
- It shall be possible to view graphs of each of the value parameters in graphical form, over the recent two week period. This includes at a minimum real time graphs of:
  - The AC mains voltage
  - The battery back-up voltage
  - The cabinet temperature
  - The cabinet humidity

907-639.02.4.3.5--Diagnostics and Log Display. From the device level detail, it shall be possible to further drill down to get the raw data; the error logs; and the communications logs to allow a technician to fault-find problems on the System.

It shall also be possible to:

- filter the logs by Device; by Device Type and/or by Group as well as between dates.
- print these selected logs to a local printer or a PDF file.
- export these logs to Excel on the local computer for further analysis.

907-639.02.4.3.6--Alarms. The System shall have a comprehensive alarm generation capability.

It shall be possible to configure alarms to be generated on any parameter becoming out of tolerance, including analog values, digital values and enumerated values.

Alarms shall be configurable to be of Low, High or Critical Priority.

The alarm priority shall be displayed throughout the System, on all displays, using color codes such as red-critical; yellow – high; and amber-low to indicate the priority of the alarm.

The current active alarms shall be accessible for view via an expandable window, to see which alarms are active and when the alarm occurred. The highest priority alarms shall rise to the top of the list.

907-639.02.4.3.7--Alerts. The System shall have comprehensive alerting capability, to enable the response personnel to be notified when an abnormal situation has occurred.

It shall be possible to configure alerts to one or more personnel for each alarm. This will cause, as selected, an SMS and/or an email to be sent to the person when an alarm occurs.

The alert shall be configurable to optionally send via email and/or via SMS a message when an alarm clears.

The intention is that the System provides the alerts to the user in near real time. The SMS and email shall be issued within 30 seconds of the occurrence of event which results in an alert being issued.

907-639.02.4.3.8--Reports. It shall be possible to view reports on the screen, in the browser of the System, and if desired print the report to a printer or a PDF file.

Alarm Activity Report. The System shall include a report which shows the alarms activity for a period. The Alarm Report shall indicate the time the alarm occurred; by color the priority of the alarm; whether it is still active; and if not active then the time that the alarm cleared. It shall be possible to filter the alarms by Device Type; by Device and/or by Device Group as well as by date time to be able drill down into a large alarm list to be able to view, for example, the alarm activity for a particular intersection or controller type over a three month period.

User Activity Report. The System shall include a report which shows user activity for a given period, to enable an audit of a user's response to an alarm to be made. The report shall show which screens the user viewed; when the screen was viewed, and the IP address of the computer from which the screen was viewed.

Preempt System Operational Availability Report. The System shall include a report which shows the overall operational availability of the Department intersections. The intersection is available when not in an alarm condition such as flashing or power fail. The availability report shall be detailed for each intersection for the period (say 1 month) and summarized by group (region) and for each controller type. Using this report it shall be possible to determine if system availability is trending up or down for the overall intersection system; by region and/or by controller type. It shall also be possible to compare the system availability by region; and also to compare system availability by controller type.

Fault Occurrence By Controller Type Report. The System shall include a report which shows the number and type of faults that have occurred in each intersection, which can be summarized by

region and/or by controller type. This report will allow the user to compare the frequency of faults by region and by controller type.

Response Time for Fault Repair Report. The System shall include a report which shows the response time to clear faults, for a given time frame (say 1 month). This report will allow the user to determine the number of faults, and the total and average time to clear the fault. This report will allow the response times by region to be compared.

Vehicle Trip Report. The System shall include a report which shows all the emergency vehicle trips and include information on start time, end time, total travel time, average speed and destination point. The report shall provide the user the ability to select a start date and end date. This report will show response times to emergency call outs and how quickly the vehicle arrived.

907-639.02.4.3.9--Vehicle Trails. The maps display shall show live information of the preempt status of the emergency vehicles on the system.

The user shall have the option to select which class of emergency vehicles to display on the map via the information overlay menu.

The information overlay will provide the option to select the number of hours of live data the operator would like to see. This ranges from 1 hour to 24 hours. The user shall have the ability to select that the trails will fade away as the data becomes older.

The information overlay shall provide the ability for user to display the device names on the map, for easy identification of both intersections and emergency vehicles.

Operators will have the ability to display legends that explain the emergency vehicle trails color codes, including idle, preempt service requested, left turn indicator, and right turn indicator so that it is easy to see the behavior of the emergency vehicle.

907-639.02.4.3.10--Vehicle Playback. The System shall include the ability to playback the activity of the emergency vehicles, so that retrospective fault finding of the preempt system can be carried out.

Playback shall support the same controls for panning and zooming the map, as well as using the information overlay to select the type of data being displayed on the playback menu.

Users shall have the additional functionality of controlling which devices are displayed by selecting the checkboxes on a selection panel on the left of the map.

The playback screen should provide the user with the option to select a date range via a drop down date selector menu. The menu will provide a full calendar and the option to select the exact start time and end time for the playback.

The bottom section of the map screen shall display the timestamp based on the location within playback.

The user shall have controls that allow one click access to start from the beginning, rewind, play, fast-forward, and scroll to end.

The user shall have the option to use a slider that is operated by click and drag to the time of interest in the playback.

907-639.02.4.3.11--Remote Power Cycle. The System shall include the ability to remotely cycle power to the outlets on the back of the field device. In this way it shall be possible to cycle power to ancillary connected equipment such as network switches, cameras and similar equipment.

The user interface shall display the status of the outlets, and provide confirmation via an associated input whether the sockets are energized or not.

907-639.02.4.4--Electrical and Environmental Requirements. All equipment supplied as part of the priority control system intended for use in the controller cabinet shall meet the following electrical and environmental specifications spelled out in the NEMA Standards Publication TS 2-2003, Part 2: v02.06:

- Line voltage variations per NEMA TS 2-2003, Paragraph 2.1.2.
- Power source frequency per NEMA TS 2-2003, Paragraph 2.1.3.
- Power source noise transients per NEMA TS 2-2003, Paragraph 2.1.6
- Temperature range per NEMA TS 2-2003, Paragraph 2.1.5
- Humidity per NEMA TS 2-2003, Paragraph 2.1.5
- Shock test per NEMA TS 2-2003, Paragraph 2.2.9.
- Vibration per NEMA TS 2-2003, Paragraph 2.2.8
- Non-Destructive Transient immunity NEMA TS 2-2003, Paragraph 2.1.8.
- Input-output terminals NEMA TS 2-2003, Paragraph 2.1.7.
- FCC Part 15 Subpart B Class A EMC Standard
- Canada ICES-003, Issue 4:2004 Class A EMC Standard
- EN50293: 2000 Electromagnetic Compatibility–Road Traffic Signal Systems – Product Standard.
- EN 61326-1:2006 EMC Standard.
- EN 55011:2007 +A2:2007 EMC Standard.

907-639.02.5--Confirmation Light. This indication is intended for use at traffic signal installations that employ Emergency Vehicle Preemption (EVP) systems which utilize confirmation lights to notify the emergency vehicle operators that the designated preemption display is active and from which approach direction the call activating the display was received. The indication shall be an incandescent, tungsten-halogen or light emitting diode (LED) lamp. The confirmation light lamp shall be rated for outdoor use and shall have the illumination equivalent of a 95W incandescent lamp.

907-639.02.5.1—Confirmation Light Lamp Holder. The confirmation light lamp holder shall meet the following.

(a) Be precision die-cast aluminum with heat sinks and ribbing to maximize heat dissipation.
(b) Be a medium base lamp holder that accepts PAR38 lamps up to 250W incandescent or Tungsten-Halogen, and will also accept LED style lamps.
(c) Have a premium porcelain socket with double reinforced screw shell and spring loaded center contact.
(d) Be suitable for wet locations.
(e) Have a gasket that consists of a thick silicone rubber seal backed up by a durable heat barrier and anchored in place with a metal lock ring to ensure unit stays weather tight in any position, above or below horizontal.
(f) Have a nominal ½-inch NPT threaded adjustable arm, locknut preinstalled, and pre-lubed to facilitate mounting.
(g) Have cast-in quadrants with serrated teeth to lock unit in place once aimed.
(h) Have extra-long wire pigtails for easy splicing.
(i) Shall be UL Listed.

907-639.02.5.2--Confirmation Light Mounting. The confirmation light may be mounted as an assembly with the appropriate optical detector, utilizing conventional conduit and fittings in accordance with Section 722 of the Standard Specifications. When mast arm mounted, all wiring shall be routed internally to the mounting assembly.

907-639.02.6--Rotating Beacon. The rotating beacon indication is intended for use in traffic signal systems that employ EVP systems that utilize rotating beacons to notify the emergency vehicle operators that a preemption call has been received.

907-639.02.6.1--General Construction. The rotating beacon shall be constructed with a non-corroding polycarbonate base with combination mount with a flat base and 1-inch pipe mounting. The lens shall have an elliptical dome shape and shall provide a high light transmission and light output. The outer surface shall be smooth to minimize the accumulation of dust and dirt. A gasket seal shall be provided between the dome lens and the base. The rotating beacon assembly shall be nominally six and one-half inches (6½") tall and five and one-half inches (5½") wide at its maximum width. The rotating beacon shall have a single light source and shall provide the rotating effect by a rotating refractor within the assembly. The dome lens shall be BLUE in color.

907-639.02.6.2--Rotating Beacon Mounting. The rotating beacon shall be mounted at locations and at heights above the pole bases as shown on the plans. The rotating beacon shall be mounted in a vertical position, employing a single traffic signal bracket in accordance with Section 722, of the Standard Specifications on the bottom of the rotating beacon. When mounted on a steel pole with internal wiring, all wiring shall be internal to the bracket and the pole.

907-639.03--Construction Requirements.

907-639.03.1--Railroad Preemption. The Contractor shall secure all items that are required to complete the installation. The Contractor shall coordinate with the railroad company for the connection of the Railroad Signal Preemption to the railroad controller's contact closure termination point as indicated in the Plans. The Contractor shall contact the railroad company

prior to starting any construction to obtain any requirements for the connection.

During construction, the Contractor shall meet all railroad requirements to provide the connection including:

- Boring, Jacking, or Trenching of casing pipe, conduit, roll pipe, or any other required materials.
- Conduit connections into cabinet.
- Contact closure cable connections on termination blocks.

When required by the railroad company and any agreements, the Contractor shall furnish a Flagger to accommodate work within the railroad right of way. The Contractor shall schedule all work to minimize time within the right of way.

907-639.03.2--Type 1, Type 2, and Type 3 Emergency Vehicle Preemption.

907-639.03.2.1--Vehicle Equipment. Equipment shall be the responsibility of the local maintaining agency for all necessary equipment and installation.

907-639.03.2.2--Intersection Equipment. The Contractor shall install, configure, and demonstrate a fully functional Emergency Vehicle Preemption System as shown in the Plans. The Contractor shall install all equipment according to the manufacturer's recommendations. The Type 1 intersection equipment including, the multimode phase selector, intersection optical detector, associated optical detector cabling, and card rack shall be installed per the manufacturer's recommendations or as outlined in the plans and/or contract documents. The Type 2 and Type 3 intersection equipment including, the multimode phase selector, intersection Radio/GPS module, associated Radio/GPS cabling, card rack and Remote Monitoring Field Device shall be installed per the manufacturer's recommendations or as outlined in the plans and/or contract documents. All installation requirements of the equipment manufacturer shall be followed unless otherwise directed by the Engineer. All necessary equipment shall be mounted in the cabinet and configured according to the Plans, Contract Documents, and manufacturer's recommendations. The completed installation shall present a neat and positive appearance and shall not in any way interfere with the proper operation of the traffic signal system installation of which it is part.

907-639.04--Method of Measurement. Railroad Signal Preemption, Type 1 Optical Detector, Multimode Phase Selector, Type 2 Radio/GPS Module, and Type 3 Intersection Device will be measured per each. Type 1 Optical Detector Cable and Type 2 Radio/GPS Cable will be measured by the linear foot, which measurement will be computed horizontally and vertically along the pole, conduit or messenger cable which the electric cable is placed, from center to center of the several installations comprising the circuits. No extra length will be allowed within conduit for vertical changes in elevation of the conduit. No extra length will be allowed for cable inside signal heads, drip loops, or sag in aerial supported cable. The terminals for the measurements of lengths will be considered specifically as the center of the pull boxes, poles, signal heads or controller cabinets.

Confirmations Light and Rotating Beacon will be measured per each.

907-639.05--Basis of Payment. Railroad Signal Preemption, Type 1 Optical Detector, Multimode Phase Selector, Type 2 Radio/GPS Module, Type 3 Intersection Device, Type 1 Optical Detector Cable, and Type 2 Radio/GPS Cable, measured as prescribed above, will be paid for at the contract price per each or linear foot, which price shall be full compensation for coordinating and accommodating railroad requirements, providing hardware, sealing; testing, cabling, connections, documentation, configuration, flagger, training, materials, labor, tools, equipment, and all other incidentals necessary to complete the work and provide a fully functional preemption system.

Confirmations Light and Rotating Beacon, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing, installing, connection and testing all materials; for pulling through conduit, mast arms and poles for attaching to messenger cable; for final cleanup; and for all labor, equipment, tools and incidentals necessary to complete the work.

Payment will be made under:

907-639-A:	Railroad Signal Preemption	- per each
907-639-B:	Type 1 Optical Detector	- per each
907-639-C:	Type 1 Optical Detector Cable	- per linear foot
907-639-D:	Multimode Phase Selector	- per each
907-639-E:	Type 2 Radio/GPS Module	- per each
907-639-F:	Type 2 Radio/GPS Cable	- per linear foot
907-639-G:	Confirmation Light	- per each
907-639-H:	Rotating Beacon	- per each
907-639-J:	Type 3 Intersection Device	- per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-640-1 **CODE: (IS)**

DATE: **11/15/2017**

SUBJECT: **Inductive Loop Vehicle Detection Systems**

Section 640, Inductive Loop Vehicle Detection Systems, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-640.01--Description. Delete the first sentence of Subsection 640.01 on page 578, and substitute the following.

This work consists of furnishing all component materials required to form complete independent vehicle inductive loop detection systems as specified herein.

907-640.02--Materials.

907-640.02.2.4.1--Tuning. Delete the sentence in Subsection 640.02.2.4.1 on page 579, and substitute the following.

The amplifier card shall tune automatically upon the application of power in accordance with NEMA TS 2-2003 v02.06 Section 6.5.2.20.

907-640.02.2.4.2--Modes of Operation. Delete the sentence in Subsection 640.02.2.4.2 on page 579, and substitute the following.

Each amplifier card channel shall be capable of functioning in both presence and pulse mode in accordance with NEMA TS 2-2003 v02.06 Section 6.5.2.17.

907-640.02.2.4.3--Sensitivity Control. Delete the sentence in Subsection 640.02.2.4.3 on page 579, and substitute the following.

Each channel of the amplifier card shall meet NEMA TS 2-2003 v02.06 Section 6.5.2.15 requirements for sensitivity controls.

907-640.02.2.4.4--Crosstalk Avoidance. Delete the sentence in Subsection 640.02.2.4.4 on page 579, and substitute the following.

The amplifier card shall be capable of preventing crosstalk between channels of the same unit in accordance with NEMA TS 2-2003 v02.06 Section 6.5.2.23.

907-640.02.2.4.5--Outputs. Delete the sentence in Subsection 640.02.2.4.5 on page 579, and substitute the following.

Each output device shall conform to NEMA TS 2-2003 v02.06 Section 6.5.2.26 requirements.

907-640.02.2.4.6--Controls and Indicators. Delete the sentence in Subsection 640.02.2.4.6 on page 580, and substitute the following.

All amplifier card controls and indicators shall be in accordance with NEMA TS 2-2003 v02.06 Section 6.5.2.25.

907-640.02.2.4.7--Self-Tracking. Delete the sentence in Subsection 640.02.2.4.7 on page 580, and substitute the following.

The amplifier card shall automatically accommodate after- tuning changes in the loop/lead-in in accordance with NEMA TS 2-2003 v02.06 Section 6.5.2.21.

907-640.02.2.4.10--Loop Detector Amplifier Tests. Delete the sentence in Subsection 640.02.2.4.10 on page 580, and substitute the following.

Each amplifier card shall conform to the performance requirements set forth in NEMA TS 2-2003 v02.06 Section 2.8.

907-640.02.2.4.12--Delay and Extension Timing. Delete the last two sentences in Subsection 640.02.2.4.12 on page 580, and substitute the following.

Detector card delay timing capabilities shall be provided in accordance with NEMA TS 2-2003 v02.06 Section 6.5.2.24.1. Detector card extension timing capabilities shall be provided in accordance with NEMA TS 2-2003 v02.06 Section 6.5.2.24.2.

907-640.03.1.2--Saw Cuts. Delete the second sentence of the second paragraph of Subsection 640.03.1.2 on page 581, and substitute the following.

Where lead-in cable is required to pass through the curbside, it shall be installed in ¾-inch PVC or rigid steel conduit.

907-640.04--Method of Measurement. Delete the first paragraph of Subsection 640.04 on page 583.

Vehicle Loop Assembly and Shielded Cable will be measured by the linear foot computed horizontally along the saw slot, regardless of number of turns, in which the loop wire or shielded cable is installed and will include the loop lead-in to the pull box.

907-640.05--Basis of Payment. Delete the pay items listed on pages 583 and 584, and substitute the following.

907-640-A: Vehicle Loop Assembly	- per linear foot
907-640-B: Shielded Cable, AWG __, ___ Conductor	- per linear foot
907-640-C: Loop Detector Amplifier *	- per each

* Additional information may be indicated

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-643-5 **CODE: (SP)**

DATE: **10/03/2023**

SUBJECT: **Video Vehicle Detection**

Section 643, Video Vehicle Detection System, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

Delete Section 643 on pages 601 through 628 and substitute the following.

SECTION 907-643 - VIDEO VEHICLE DETECTION

907-643.01--Description. This section specifies the minimum requirements for Video Vehicle Detection and Multi-Sensor Vehicle Detection furnished and installed in accordance with the design(s) for the location(s) designated on the project plans, in any related notice to bidders, or as directed. The work shall consist of providing all labor, materials, equipment, and incidentals necessary to furnish, install, test, and operate the system. The video vehicle detection system shall at a minimum use one or more sensors recommended by the manufacturer and video analytics hardware and software to detect vehicle presence, provide a detection output, and generate volume, occupancy, and speed data.

Type 1 Video Vehicle Detection shall provide presence or pulse detection of vehicles, bicycles, and pedestrians for Traffic Signal Controller inputs and be an AI Based Traffic Monitoring and Management System which detects, classifies, and tracks vehicles, pedestrians and bicyclists in areas of interest via processing of video feed from any IP, CCTV, Analog, or Fisheye Camera, on a GPU powered edge server/processor and provides a suite of outputs including NTCIP and SDLC detection calls to the controller and advanced traffic analytics. The work shall consist of providing all labor, materials, equipment, and incidentals necessary to furnish, install, and test the Video Vehicle Detection equipment, complete and ready for service. The Sensor and Processor shall be paid for separately under different pay items. Type 1A Sensor shall be a fixed bullet style camera. Type 1B Sensor shall be a fisheye style camera.

Type 2 Video Vehicle Detection shall provide presence or pulse detection of vehicles, bicycles, and pedestrians for Traffic Signal Controller inputs utilizing a camera with independent video detection processor. The work shall consist of providing all labor, materials, equipment, and incidentals necessary to furnish, install, and test the Video Vehicle Detection equipment, complete and ready for service.

Type 3 Video Vehicle Detection shall provide presence or pulse detection and tracking of vehicles, bicycles, and pedestrians for Traffic Signal Controller inputs. Type 3 Video Vehicle Detection shall be a single (multiple may be required for large intersections) fisheye lens camera, designed to be mounted on signal pole or mast arm, with included detection processor. The work shall consist of providing all labor, materials, equipment, and incidentals necessary to furnish,

install, and test the Video Vehicle Detection equipment, complete and ready for service. The Sensor and Processor shall be paid for separately under different pay items.

Multi-Sensor Vehicle Detection will provide detection of vehicles on a roadway using a Multi-Sensor Detection for Traffic Signal Controller inputs. The Multi-Sensor shall utilize two (2) different sensors of different technologies, video imaging and radar, to detect and track vehicles. The module shall process information from both video imaging and radar sensors simultaneously in real-time. The work shall consist of providing all labor, materials, equipment, and incidentals necessary to furnish, install, and test the Multi-Sensor Vehicle Detection equipment, complete and ready for service. The Sensor and Processor shall be paid for separately under different pay items.

907-643.02--Materials.

907-643.02.1--Materials for Type 1 Video Vehicle Detection. Type 1 Video Vehicle Detection shall consist of a GPU server/processor, deep learning-based object detection and classification algorithms, tracking algorithms, application software, and all associated equipment required to setup and operate in a field environment.

Type 1 Video Vehicle Detection shall utilize video input from any IP, CCTV and/or Analog camera to collect video image data for the GPU server for purposes of detecting and classifying vehicles, pedestrians and bicyclists and generating traffic data. Type 1 Video Vehicle Detection shall be able to communicate detection calls to the traffic controller using NTCIP and SDLC standard.

Type 1 processor shall utilize either multiple fixed view cameras or a single fisheye camera depending on the layout of the intersection. When using a fisheye lens camera, the processor must be able to provide advanced detection for each approach utilizing a single camera. The processor shall utilize and demonstrate tracking-based algorithms (in lieu of trip-line) to provide real-time vehicle, pedestrian, and bicyclist detection outputs. The processor shall be able to detect either approaching or departing vehicles in multiple traffic lanes simultaneously. The processor shall be able to issue detection calls based on vehicle class (car, light truck, heavy truck, bus, motorcycle, bicyclist, pedestrian). The processor shall be able to communicate detection calls to the traffic controller using NTCIP and SDLC standard. The processor shall provide flexible detection placement anywhere within the field of view of the camera. A single detection template shall be able to replace one or more conventional detector loops. The processor shall operate at a level of performance comparable to properly operating inductive loops, excluding issues of occlusion due to limitations imposed by camera placement. The processor shall trigger a state of "all call" to the controller in the event of an equipment failure or system malfunction.

The Type 1 processor shall be rack or shelf mountable and shall be designed to operate reliably in the adverse environment found in the typical roadside traffic cabinet. The processor shall operate at 120-240 VAC, requiring 30W or less power. The processor shall not require shielding from other electronic devices, such as power supplies and communication equipment and shall feature LAN, HDMI, and USB interface ports on the front surface of the unit. The processor shall be able to interface with analog cameras via built-in analog camera adapter and BNC connector (4 channel). The processor shall be able to communicate via both NTCIP and SDLC with traffic

controllers.

The Type 1 software shall support the creation and modification of at least thirty (30) object detection templates within the graphical user interface. The application software shall show images of the object detection templates superimposed on the video image of traffic. The application software shall support the assignment of a phase and detector number to each road and crosswalk lane. These assignments can be modified at any time through the software. The application software shall support direction of travel assignment within detection template. The application software shall place a detection box around all detected and tracked objects (cars, pedestrians, etc.). The application software shall calculate and display speed for each detected object. The application software shall calculate wait times for all detected objects when stopped. The application software shall maintain a database of current and historical traffic data and allow for the user to run reports against this data to include traffic counts, turn movement counts, average speed, 85th percentile speed, vehicle classification by lane, wait times, arrivals on green, queue length, level of service and total delay.

Type 1A sensor shall be a fixed bullet style camera. Type 1A sensors shall be full featured network cameras with a minimum of 5-megapixel resolution. Single fixed view cameras shall be optimized to capture images in challenging light conditions including low light and strong backlight. Single fixed view cameras shall be outdoor rated with a wide temperature range and shall be impact resistant and ready for extreme temperatures. Zoom and focus shall be remotely controlled. Mounting hardware shall be included with the sensor.

Type 1B sensor shall be a Fisheye style camera. Type 1B sensors shall deliver video in any light condition using forensic WDR, IR and Lightfinder technologies. The sensor shall offer a minimum of 12 MP resolution and offer 360 degrees of viewing. The Sensor shall offer a 360-degree overview, de-warped panorama, double panorama and corridor and quad views. All views shall be able to be streamed simultaneously up to 12 fps. The sensor shall be password protected and IP based with network access control. The sensor shall be designed to operate reliably in an operating temperature ranging from -40°F to +131°F degrees at 5 percent to 95 percent relative humidity, non-condensing. Mounting hardware shall be included with the sensor.

Power and communications cable shall either be Cat-5E or Cat-6, outdoor rated, shielded cable.

907-643.02.2--Materials for Type 2 Video Vehicle Detection. Type 2 Video Vehicle Detection shall consist of a **power supply, video camera, mounting brackets, lightning protection**, and a separate processor **capable of processing the number of camera and phase combination video sources shown on the project plans**.

Type 2 processor **shall have a minimum of 24 detection zones per camera input and each detection zone shall be capable of being sized to suit the site and the desired vehicle detection area.** Six (6) **additional count zones for bicycles shall be provided to accumulate bicycle counts at user specified intervals.** Type 2 processor **shall have up to six (6) detection zones per camera view that have the capability to count the number of vehicles detected, measure classification, occupancy, and speed.**

Type 2 processor shall be shelf mounted **and shall be** capable of sending high-resolution

streaming video to a traffic management center. Type 2 processor shall have one or more video inputs and one (1) video output, responding to specific site applications, camera locations and detection zones shown on the project plans. The system shall be NTCIP compliant utilizing either Ethernet or SDLC communications with the controller.

The Type 2 processor shall be able to detect vehicles and bicycles in real time as they travel across each detection zone and detect in multiple lanes using only the video image. Detection zones shall be programmed utilizing either a wireless connection or via ethernet with a laptop or tablet. The menu shall facilitate placement of detection zones and setting of zone parameters or to view system parameters. The video detection processor shall default to a safe condition, such as minimum recall, fixed recall or a constant call on each active detection channel, in the event of unacceptable interference with the video signal, low visibility conditions, or power failure. The Processor shall be capable of automatically detecting a low-visibility condition such as fog and respond by placing all defined detection zones in a constant call mode. The system shall automatically revert to normal detection mode when the low-visibility condition no longer exists.

Type 2 sensors shall be completely compatible with the video detection processor and shall be certified by the manufacturer to ensure proper system operation. Type 2 sensors shall produce accurate detector outputs under all roadway lighting conditions, regardless of time of day. The minimum illumination of the sensor shall be 1.0 Lux. The lens shall have a minimum of 12x optical zoom and shall have a maximum power consumption of 10 watts. The sensor shall have a maximum weight of 4.8 pounds. The field of view shall be adjustable from ground level. The Sensor shall include mechanisms to compensate for changing of lighting by using an electronic shutter and/or auto-iris lens. The sensor shall be housed in a weather-tight sealed enclosure and shall be equipped with a sunshield. The sunshield shall include a provision for water diversion to prevent water from flowing in the camera's field of view. The sensor enclosure shall include a thermostatically controlled heater to assure proper operation of the lens shutter at low temperatures and prevent moisture condensation on the optical faceplate of the enclosure. The sensor enclosure shall be equipped with weather-tight connections for power/communications. The sensor shall meet the regulatory requirements of NEMA TS-2, FCC part 15, Class A.

Power and communications cable shall either be Cat-5E or Cat-6, outdoor rated, shielded cable.

907-643.02.3--Materials for Type 3 Video Vehicle Detection. Type 3 Video Vehicle Detection processor shall support one or more fisheye camera sensors. If equipped with one sensor, the processor shall be capable of simultaneously supporting up to four (4) additional sensors for special requirements, such as advance detection or underpass detection.

The processor shall comply with NEMA standards, TS1, TS2 Type 1 and Type 2, 170/2070 and ITS.

The processor will have at a minimum four (4) USB 3.0 ports for expansion flexibility and have an optional, built-in modem, and shall not exceed 8.5" x 11.5" x 1.75" and weigh no more than 5.2 pounds. The unit shall have flexible mounting options including the ability to lie flat on a cabinet shelf, be mounted in a standard traffic cabinet rack with optional mounting ears or be installed vertically with optional base. The outer enclosure shall be a powdered-coated aluminum.

A surge protection junction unit shall be provided for each sensor.

An Ethernet protection module shall be provided for each sensor and installed in the traffic signal cabinet.

The Type 3 Video Vehicle Detection shall **have at least one downward-facing fisheye sensor capable of seeing the center of the intersection and have an omnidirectional line of site to track vehicles entering and exiting the intersection.** The sensor **shall** be a color sensor and **shall require** no **adjustment** for **focus**. The sensor shall have a **thermostatically controlled heater residing inside the enclosure to reduce the effects of ice and condensation**. Any plastics used on or in the enclosure shall have ultraviolet inhibitors. A waterproof and dust tight aluminum enclosure shall be utilized. The weight of the sensor including the enclosure shall not exceed eight pounds.

The sensor's mounting bracket shall utilize a two (2) piece, ten (10) foot 90° mounting pole. The sensor junction box should mount at the base of the vertical pole and allow for the installer to adjust the sensor's horizontal position with one hand and tighten the bracket without having to support the sensor simultaneously.

The Type 3 Video Vehicle Detection configuration shall be for a system that views, captures, and derives data based on the objects that pass within the sensor field of view along a highway, road, ramp, or other commonly used transit pathway via processing video images. Signal Performance Metrics shall be captured by the system.

The system shall have a modular electrical design and use Ethernet to connect and network with the different system components. Streaming video images, alerts, and data shall be transmitted from the field back to a Traffic Operations Center (TOC) via the systems client software.

The Type 3 Video Vehicle Detection shall provide real time vehicle detection (within 500 milliseconds (ms) of vehicle arrival). The system should detect the presence of vehicles for up to 64 detection zones per sensor. The detection zones shall be sensitive to the direction a vehicle travels and the direction to be detected by each detection zone shall be programmable by a client software user. The system should provide a flexible detection zone placement anywhere within one hundred (150) feet of the sensors. Advanced detection zones may be placed up to three hundred (300) feet from a Fisheye sensor when mounted at least forty (40) feet high.

Placement of detection zones will be done by means of a graphical interface using the MJPEG image of the roadway. The client software displays images of the detection zones overlaid on the video image of traffic while the processor is running. The detection zones, when operating, shall display outlined or filled, with a visible change indicating activation.

A laptop should be used to draw detection zones. Alternatively, a mouse, keyboard, and monitor may be connected directly to the processor to configure a site. The detection zones should be capable of being sized and shaped to provide optimal road coverage and detection.

When a vehicle occupies a detection zone, the detection zone on the live video will indicate the

presence of a vehicle, thereby verifying proper operation of the system.

The presence of the vehicle as well as the signal states will be indicated via colored LED lights on the front panel of the processor.

Equipment failure, either sensor or the processor, shall result in constant vehicle detection on the affected detection zones.

The sensors will use five (5) watts nominally and a maximum of fifty (50) watts with active heaters. The sensors will be Power over Ethernet (POE) and will only require a single shielded, burial grade, gel filled CAT5e cable for both power and data. or composite fiber cable. Each sensor shall have its own surge protector junction unit and EPM surge protection unit in the traffic cabinet. The processor shall operate within a range of 89 to 240 VAC, 60Hz single phase. Power to the processor is from the transient protected side of the AC power distribution system in the traffic control cabinet where the processor is installed.

907-643.02.4--Materials for Multi Sensor Vehicle Detection. Multi-Sensor Vehicle Detection Sensor assembly shall utilize two (2) different sensors of different technologies, video imaging and radar, to detect and track vehicles at distances up to 600 feet. The detector shall fuse vehicle information from the two sensors to provide highly accurate and precise detection for special or advanced applications. The system shall include a video imaging sensor and radar sensor, and a separate detection processor.

The Multi-Sensor Vehicle Detector processor shall be a shelf mounted unit. The processor shall process information from both video imaging and radar sensors simultaneously in real-time. An LED indicator shall be provided to indicate the presence of the sensor signal. The LED shall illuminate upon valid sensor synchronization and turn off when the presence of a valid sensor signal is removed. For multi-channel video input configurations, a momentary push-button shall be provided on the front panel to cycle through each input video channel. The real-time video output shall have the capability to show text and graphical overlays to aid in system setup. A communications port shall be provided on the front panel that allows the user to remotely configure the system and/or to extract calculated vehicle/roadway information. Each MVD shall have the capability to be addressable. Additionally, the processor shall allow the use of extension modules to provide up to 24 open collector contact closures per camera input. Each open collector output shall be capable of sinking 30 mA at 24 VDC. Open collector outputs will be used for vehicle detection indicators as well as discrete outputs for alarm conditions. The processor shall utilize non-volatile memory technology to store on-board firmware and operational data. The processor shall not consume more than 20 watts.

Detection zones shall be programmed via a laptop or tablet. The menu shall facilitate placement of detection zones and setting of zone parameters or to view system parameters. The processor shall store up to three (3) different detection zone patterns in non-volatile memory. The processor shall detect vehicles in real time as they travel across each detection zone and shall default to a safe condition, such as a constant call on each active detection channel, in the event of unacceptable interference or loss of the sensor signal. Up to 24 detection zones per camera input shall be supported and each detection zone can be sized to suit the site and the desired

vehicle detection region.

The video imaging camera sensor shall be supplied by the Multi-Sensor Vehicle Detection manufacturer. The camera enclosure shall utilize technology for the heating element of the front glass cable terminations at the data combiner for video and power shall not require crimping or special tools and shall have a weatherproof protective cover. The camera sensor shall allow the user to set the focus and field of view via Wi-Fi connectivity. The camera shall produce a useable video image of vehicles under all roadway lighting conditions, regardless of time of day. The camera electronics shall include automatic gain control (AGC) and shall be digital signal processor (DSP). The camera sensor shall include an electronic shutter control and auto-iris lens that operates in tandem with the electronic shutter. The lens shall be a minimum 10X zoom lens with a variable focal length. The camera shall be housed in a weather-tight sealed enclosure conforming to IP-67 specifications. The housing shall allow the camera to be rotated to allow proper alignment between the camera and the traveled road surface. The camera enclosure shall be equipped with a sunshield. The sunshield shall include a provision for water diversion to prevent water from flowing in the camera's field of view. The glass face on the front of the enclosure shall have an anti-reflective coating to minimize light and image reflections.

The radar sensor shall operate in the 24 GHz frequency band. The detection range shall be 600 feet minimum. The sensor shall be able to track up to 20 independent objects simultaneously in one (1) to four (4) traffic lanes. Object speed detection shall be within a range of zero (0) to 150 mph. The radar sensor shall be housed in a weather-tight sealed enclosure conforming to IP-67 specifications. The housing shall allow the radar to be adjusted to allow proper alignment between the sensor and the traveled road surface. The radar sensor shall communicate with and acquire power from the sensor data combiner. Data and power cables between the radar sensor and sensor data combiner shall be fully isolated from the sensor enclosure.

Multi-Sensor Vehicle Detection Sensor assembly shall be housed in an overall, single enclosure. The maximum power consumption for the assembly shall be less that ten (10) watts typical, twenty (20) watts peak.

The power/communications cable to be used between the Multi-Sensor Vehicle Detection Sensor assembly and the processor shall be a single Cat-5E or Cat-6 outdoor rated cable.

907-643.02.5--Functional Requirements. Detection shall be at least 98% accurate in all weather conditions, with slight degradation acceptable under adverse weather conditions (e.g., rain, snow, or fog) which reduce visibility. Detection accuracy is dependent upon site geometry, camera placement, camera quality and detection zone location, and these accuracy levels do not include allowances for occlusion or poor video due to camera location or quality. For presence detection, the detection zone shall be active as long as a vehicle or pedestrian occupies the zone. Detection accuracy of the system shall be comparable to properly operating inductive loops. Detection accuracy should include the presence of any vehicle in the defined detection zone regardless of the lane the vehicle is occupying.

907-643.02.6--Physical and Environmental Specifications.

907-643.02.6.1--Type 1 Video Vehicle Detection. The GPU server shall be designed to operate reliably in an operating temperature ranging from -29°F to +165°F degrees at 0 percent to 95 percent relative humidity and have vibration and shock parameters of at least 5 G RMS 10 to 500 Hz and 50 G, half sine 11 ms, respectively. System components comply with the environmental requirements detailed in the NEMA TS 2 standard.

907-643.02.6.2--Type 2 Video Vehicle Detection. The interface shall operate in a temperature range from -31°F to +165°F and a humidity range from 0% to 95% relative humidity. The video vehicle detection processor shall operate reliably in a typical roadside traffic cabinet environment. Internal cabinet equipment and a video vehicle detection processor shall be provided that meets the environmental requirements of NEMA TS-2-2003 Section 2. If the processor is located in the sensor, it shall meet the same requirements.

The sensor(s) shall operate in a temperature range of -30°F to 140°F. Additionally, a heater shall be included to prevent the formation of ice and condensation in cold weather. The heater shall not interfere with the operation of the video camera sensor electronics, or cause interference with the video signal.

Vibrations shall meet the requirements of NEMA TS 2-2003 Section 2.1.9.

Shock shall meet the requirements of NEMA TS 2-2003 Section 2.1.10.

The sensor and enclosure shall withstand 150 dB for 30 minutes continuously, with no reduction in function or accuracy.

907-643.02.6.3--Type 3 Video Vehicle Detection. The processor will meet or exceed the NEMA TS-2 standard of -29° F - 165° F (-34° C - 74° C) and meet or exceed a 5-30Hz vibration test as well as a 10G shock test. The processor shall operate properly in an environment with 0% to 95% relative humidity, non-condensing.

The sensor(s) shall operate properly in an environment with 0% to 100% relative humidity.

907-643.02.6.4--Multi-Sensor Vehicle Detection. When mounted outdoors in the enclosure, the sensor assembly shall operate in a temperature range from -29°F to +165°F and a humidity range from 0% RH to 100% RH.

The processor shall operate satisfactorily in a temperature range from -40°F to +165°F and a humidity range from zero (0) %RH to 95 %RH, non-condensing as set forth in NEMA specifications.

907-643.03--Construction Requirements.

907-643.03.1--Installation. Installation of the Video and Multi-Sensor Vehicle Detection shall be as recommended by the manufacturer and performed by a Contractor trained and certified by the supplier. Where time does not reasonably permit training of the installing Contractor, a supplier factory representative shall supervise and assist a Contractor during installation of the

Video and Multi-Sensor Vehicle Detection.

The Contractor shall perform the following:

1) Install all sensors, system processors and associated enclosures and equipment at the locations specified in the plans, in any related notice to bidders, per manufacturer's recommendations, or as directed.
2) Install all cabinet-mounted equipment in the intersection equipment cabinet or as specified in the plans.
3) Cabling from all sensors shall be installed in accordance with the manufacturer's recommendations.
4) Make all necessary adjustments and modifications to the system prior to requesting inspection for system/device acceptance.
5) Mount the sensors as per manufacturer's recommendations or as shown in the plans.
6) Mount the sensors to view approaching traffic unless otherwise directed.
7) Optimize the sensor's location and zone of detection as directed by the Engineer, or authorized designee.
8) Adjust the sensor zoom lens to match the width of the road/detection area and minimize lane vehicle occlusion.
9) Fasten all other cabinet components, with hex-head or Phillips-head machine screws insulated with nuts (with locking washer or insert) or into tapped and threaded holes. Do not use self-tapping or self-threading fasteners.
10) Provide electrical cables for video, communications signaling and power supply between the cabinet and the sensor as recommended by the manufacturer, and as required for a fully functional System.

907-643.03.2--Testing. All equipment associated with the Video and Multi-Sensor Vehicle Detection system shall undergo testing to verify conformance to requirements of the plans and these special provisions. All costs associated with testing shall be included in the overall contract price; no separate payment will be made for any testing.

If requested by the Project Engineer, Standalone Acceptance Testing (SAT) shall include videos of the approach with detection zones overlaid showing detector activations. A one (1) hour video shall be made of each approach and compared to actual detection calls. 30-minute videos shall be made starting 15 minutes prior to sunrise and sunset for each approach and compared to actual detection calls. All videos shall be date and time stamped. All videos shall be provided to the Engineer with a summary of the results including total calls, missed calls and false calls. All test results must meet a 98% accuracy requirement. The Contractor must demonstrate the accuracy requirements at selected intersections after a (30) day burn in period. The intersections to be tested will be randomly selected by the Project Engineer.

907-643.03.3--Warranty. The Video and Multi-Sensor Vehicle Detection shall be warranted to be free of manufacturer defects in materials and workmanship for a period of one (1) year from the date of final acceptance. Equipment covered by the manufacturer's warranties shall have the registration of that component placed in the Department's name prior to final inspection. The Contractor is responsible for ensuring that the vendors and/or manufacturers supplying the

components and providing the equipment warranties recognize the Department as the original purchaser and owner/end user of the components from new. During the warranty period, the supplier shall repair or replace with new or refurbished material, at no additional cost to the State, any product containing a warranty defect, provided the product is returned postage-paid by the Department to the supplier's factory or authorized warranty site. Products repaired or replaced under warranty by the supplier shall be returned prepaid by the supplier.

907-643.03.4--Training. When called for in the plans, the Contractor shall submit to the Project Engineer for approval a detailed training plan including course agendas, detailed description of functions to be demonstrated and a schedule. The Contractor must also submit the trainer's qualifications to the Project Engineer for approval prior to scheduling any training. The training must include both classroom style training and hands-on training in the field of the maintenance and troubleshooting procedures required for each component. The training should also consist of a hands-on demonstration of all software configuration and functionality where applicable.

The supplier of the detection system shall, at a minimum, provide a 16-hour operations and maintenance training class with suitable documentation for up to eight (8) people selected by the Department. The operations and maintenance class shall be scheduled at a mutually acceptable time and location.

907-643.03.5--Maintenance and Technical Support. The supplier shall maintain an adequate inventory of parts to support maintenance and repair of the detection system. Spare parts shall be available for delivery within 30 days of placement of an acceptable order at the supplier's current pricing and terms of sale of said spare parts.

The suppliers shall maintain an ongoing program of technical support for the detection system. This technical support shall be available via telephone or via personnel sent to the installation site upon placement of an acceptable order at the supplier's then current pricing and terms of sale of said technical support services.

The installation or training support shall be provided by a factory-authorized representative and shall be a minimum IMSA-Level II Certified Traffic Signal Technician.

All product documentation shall be written in the English language.

907-643.04--Method of Measurement. Video and Multi-Sensor Vehicle Detection Sensor of the type specified will be measured as a unit per each.

Video and Multi-Sensor Vehicle Detection Processor of the type specified will be measured as a unit per each.

Video and Multi-Sensor Vehicle Detection Cable and/or Power Cable will be measured by the linear foot, measured horizontally along the conduit, messenger cable or mast arm and vertically along the pole.

Video and/or Multi-Sensor Vehicle Detection Training will be measured as a lump sum after the

completion of all training.

907-643.05--Basis of Payment. Video and Multi-Sensor Vehicle Detection Sensor, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for installation, system integration, documentation, system software, and testing of a complete video detection sensor site including video camera sensor, the sensor environmental enclosure, attachment hardware and brackets, completion of all testing requirements, warranties and all work, equipment and appurtenances as required to provide and install a complete video detection system. The price bid shall also include all system documentation including shop drawings, operations, and maintenance manuals, wiring diagrams, block diagrams and other materials necessary to document the operation of the Video and Multi-Sensor Vehicle Detection Sensor. This price shall be full compensation for all labor, tools, materials, equipment, and incidentals necessary to complete the work and quality assurance.

Video and Multi-Sensor Vehicle Detection Processor, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for installation, system integration, documentation, system software, and testing of a complete video detection processor site including video detection processor, completion of all testing requirements, warranties and all work, equipment and appurtenances as required to provide and install a complete video detection system. The price bid shall also include all system documentation including shop drawings, operations, and maintenance manuals, wiring diagrams, block diagrams and other materials necessary to document the operation of the Video and Multi-Sensor Vehicle Detection Processor. This price shall be full compensation for all labor, tools, materials, equipment, and incidentals necessary to complete the work and quality assurance.

Video and Multi-Sensor Vehicle Detection Cable and/or Power Cable will be paid at the contract unit price per linear foot, which price shall be full compensation for all labor, materials, equipment tools, furnishing, installing, system integration, connections, testing, and all incidentals necessary to complete the work.

Video and/or Multi-Sensor Vehicle Detection Training, measured as prescribed above, will be paid for at the contract unit lump sum price, which price shall be full compensation for all training costs including all coordination, materials, labor, training location costs, and all incidentals required to complete the training.

Payment will be made under:

907-643-A:	Video Vehicle Detection Sensor, Type ____	- per each
907-643-B:	Video Vehicle Detection Cable	- per linear foot
907-643-C:	Video Vehicle Detection Processor, Type ____	- per each
907-643-D:	Video and/or Multi-Sensor Vehicle Detection Training	- lump sum
907-643-E:	Multi-Sensor Vehicle Detection Sensor	- per each

907-643-F: Multi-Sensor Vehicle Detection Cable - per linear foot

907-643-G: Multi-Sensor Vehicle Detection Processor - per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-645-1 **CODE: (IS)**

DATE: **11/15/2017**

SUBJECT: **Pedestrian Detection Assemblies**

Section 645, Pedestrian Detection Assemblies, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-645.02--Materials.

907-645.02.1--Standard Pedestrian Pushbutton Detector. Before the first sentence of the paragraph in Subsection 645.02.1 on page 629, add the following.

The Standard Pedestrian Pushbutton Detector shall meet the latest ADA Compliant Specifications.

907-645.02.1.2--Pushbutton. Delete the second sentence of the paragraph in Subsection 645.02.1.2 on page 629, and substitute the following.

The switch, when activated, shall give an audible (i.e., click) and visual indication of actuation. The visual indication shall remain illuminated until the pedestrian's WALK indication is displayed.

907-645.02.5--Environmental. Delete the paragraph in Subsection 645.02.5 on page 631, and substitute the following.

Ensure equipment performs all required functions during and after being subjected to the environmental testing procedures described in NEMA TS 2, Sections 2.2.7, 2.2.8, and 2.2.9.

907-645.05--Basis of Payment. Add the "907" prefix to the list of pay items on page 631.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-653-1 **CODE: (IS)**

DATE: **11/15/2017**

SUBJECT: **Traffic and Street Name Signs**

Section 653, Traffic and Street Name Signs, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-653.02--Materials.

907-653.02.1--Reflective Sheeting. Delete the paragraph in Subsection 653.02.1 on page 637, and substitute the following.

Reflective sheeting for traffic and street name signs shall be Type XI retroreflective and of the color as specified in the plans.

907-653.04--Method of Measurement. Delete the sentence in the paragraph of Subsection 653.04 on page 638, and substitute the following.

Traffic sign and street name sign will be measured by the square foot, which measurement being inclusive of aluminum sign blank, applied reflective sheeting, mounting brackets and banding materials and begin inclusive of all materials, work and services necessary for a properly constructed sign.

907-653.05--Basis of Payment. Delete the pay items listed on page 638, and substitute the following.

907-653-A:	Traffic Sign	- per square foot
907-653-B:	Street Name Sign	- per square foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-660-1 **CODE: (IS)**

DATE: **05/25/2021**

SUBJECT: **ITS Equipment Cabinets**

Section 660, ITS Equipment Cabinets, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-660.02--Materials.

907-660.02.2--Equipment and Materials. Delete the second paragraph of Subsection 660.02.2 on page 659, and substitute the following.

The cabinet enclosure shall be manufactured from 0.125-inch aluminum. The cabinet and integral materials shall be as recommended by the manufacturers for outside plant use and the intended application. This requirement shall include wiring and electrical materials and configurations (including connector pin-outs) that are wholly or partially related to the field device applications (CCTV, RDS, VDS, etc.).

907-660.02.4--Terminal Blocks and Component Terminals. Delete subparagraph 5) in Subsection 660.02.4 on page 659, and substitute the following.

5) Communications: orange

907-660.02.6--Labels.

907-660.02.6.1--Cabinet Labels. Delete the first paragraph of Subsection 660.02.6.1 on page 660, and substitute the following.

Labels shall be provided with agency name, project number, device name and ID labels on all cabinets.

Delete the fourth paragraph of Subsection 660.02.6.1 on page 660, and substitute the following.

The agency name labels shall be "MDOT ITS" in one continuous adhesive sheet.

The device ID labels shall include the device name as an acronym and a hyphen and shall be one continuous adhesive sheet. Device name acronyms are "CCTV-", "RDS-", "VDS-"or "DMS-".

Delete the last paragraph of Subsection 660.02.6.1 on page 660, and substitute the following.

Labels shall be installed along the top of the cabinet with MDOT ITS label at the top and the device ID labels immediately underneath. Labels shall be visible from both directions of travel.

Additional labels may be required to meet visibility requirements. MDOT project number labels shall be installed on the inside of the cabinet door.

907-660.02.6.2--Voltage Labels. Delete the second paragraph of Subsection 660.02.6.2 on page 660, and substitute the following.

Labels shall be flat black lettering on a reflective yellow background. Lettering shall be a minimum of one inch (1") in height.

907-660.02.7--Type A Cabinet. Delete the third paragraph of Subsection 660.02.7 on page 660.

907-660.02.7.1--RDS Communication Wiring. Delete the first sentence of Subsection 660.02.7.1 on page 661, and substitute the following.

RDS communication wiring shall meet the following when using RS-485 communication cable:

In subparagraph 3) of Subsection 660.02.7.1 on page 661, change "RDS comm. Cables" to "RDS comm. cables."

907-660.02.8--Type B Cabinet. Delete the first paragraph of Subsection 660.02.8 on page 661.

All Type B cabinets, except those at solar power locations, shall be uniform in manufacture and assembly, capable of supporting the field equipment as shown on the plans. As a minimum, support is required for two (2) RDS units; one (1) network switch; two (2) radios/antennas; RDS comm. cable; and fiber drop panel terminations, regardless of the devices shown in the plans at a specific location.

907-660.02.8.2--Electrical Subsystems. Delete the second sentence of the first paragraph of Subsection 660.02.7.1 on page 662.

Delete subparagraph 7) of Subsection 660.02.7.2 on page 663, and substitute the following.

7) A singular electrical distribution bus bar for grounding and bonding conductors shall be located on the same rail but separate from the service entrance terminal block and connected to the entrance ground with a #6 AWG green insulated wire. The grounding bus bar shall have a minimum terminating capability of two (2) - #6 AWG conductors and ten (10) - #10 to #18 AWG conductors. Grounding requirements defined in the Notice to Bidders entitled "ITS General Requirements" shall be met unless otherwise specified in the plans. All cost associated with grounding shall be included in the overall contract price; no separate payment will be made for any grounding unless expressly noted in project documentation.

907-660.02.8.4--RDS Communications Subsystem. Delete the three paragraphs in Subsection 660.02.8.4 on pages 663 and 664, and substitute the following.

Where RDS are shown in the plans, DIN rail-mounted components shall have a nominal 24VDC output power supply, capable of user setting between 23 and 28VDC minimum, with minimum 1A output rating and minimum operating temperature range of -13°F to +158°F. Power supply

shall provide terminal facilities for a minimum of three sets of #14 AWG conductors (in the RDS comm cable). Maximum size of the power supply shall be 1 inch (W) x 7 inches (H) x 7 inches (D). The power supply shall be connected to the EQUIP POWER distribution block for 120VAC input.

If a terminal server is used, interconnection wiring shall be provided between the RDS communications subsystem and the terminal server.

Where an RS-485 communication cable is installed, a surge suppressor for the RS-485 data signal, wired between the terminal server and the RDS units shall be provided. The surge suppressor shall protect the 4-wire RS-485 data signal with hybrid multi-stage suppression components including gas tube and silicon avalanche diode. The surge suppressor shall have a response time no greater than 1 nanosecond. The surge suppressor shall provide terminal facilities for a minimum of four (4) 2-pair cables of #22 AWG conductors.

Delete Subsection 660.02.8.5 on page 664, and substitute the following.

907-660.02.8.5--Component Subsystem. The requirements listed for each component's subsystem shall be met by installing the required power, surge, etc. support equipment in the Type B Cabinet where that component is shown in the plans.

907-660.02.9--Type C Communication Hub Cabinet. Delete the fourth sentence of the second paragraph of Subsection 660.02.9 on page 664, and substitute the following.

The side panels shall be fabricated from 5052 sheet aluminum alloy with minimum dimensions of 50 inches (H) x 21 inches (W).

In the second sentence of the third paragraph of Subsection 660.02.9, change "grommetted" to "grommeted."

907-660.02.9.2--Electrical Systems. In subparagraph 9) of Subsection 660.02.9.2 on page 665, change "upper right side" to "upper, right-side."

907-660.02.9.3--Lighting Subsystem. In the second sentence of Subsection 660.02.9.3, change "cool white" to "cool-white."

907-660.03--Construction Requirements.

907-660.03.2--Type B and C. Delete the first paragraph of Subsection 660.03.2 on page 666, and substitute the following.

Equipment in the Type B and C cabinets shall be installed and configured in accordance with the requirements for that equipment, including RDS units, BDS units, VDS units, CCTV, network switches, radios/antennas, communication cables, and/or fiber distribution or drop panels.

Delete Subsection 660.03.3 on page 667, and substitute the following.

907-660.03.3--Cabinet Modifications. All cabinet modifications shall adhere to the requirements as listed in this specification and in the Notice to Bidders entitled "Cabinet Modifications."

907-660.03.4--Testing. All equipment associated with the ITS equipment cabinet shall undergo testing to verify conformance to requirements of the plans and special provisions. The Contractor shall conduct a Project Testing Program as required in the Notice to Bidders entitled "ITS General Requirements." All costs associated with the Project Testing Program shall be included in the overall contract price; no separate payment will be made for any testing.

907-660.03.5--Submittals. The submittal requirements defined in the Notice to Bidders entitled "ITS General Requirements" shall be met. All costs associated with submittals shall be included in the overall contract price; no separate payment will be made for any documenting and submitting.

907-660.03.6--Quality Assurance. The quality assurance requirements defined below and in the Notice to Bidders entitled "ITS General Requirements" shall be met. All costs associated with the quality assurance requirements shall be included in the overall contract price.

Installation or modification of the cabinets, hardware, and incidentals shall be done so in a good and workmanlike manner. All components and cables shall be placed in an organized fashion. Cables with excessive slack shall be zip-tied and/or placed so that they do not impede the access to any components. Any debris associated with the installation or modification shall be cleaned and removed. All power supplies, surge suppressors, and components with the ability to be DIN rail or panel mounted, should be.

907-660.05--Basis of Payment. Delete the first paragraph of Subsection 660.05 on page 668, and substitute the following.

Equipment Cabinet and Equipment Cabinet Modifications, measured as prescribed above, will be paid for at the contract unit price per each, which shall be full compensation for all labor, tools, materials, equipment, system integration, testing, system documentation and submittals, mounting hardware, foundations, fiber splicing, external conduit entrances including conduit bodies and nipples, electrical service, pole grounding, terminations, and all incidentals necessary to complete the work and quality assurance.

Delete the list of pay items on page 668, and add the following.

907-660-A: Equipment Cabinet, Type __ - per each

907-660-B: Cabinet Modifications - per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-700-1 **CODE: (IS)**

DATE: **10/25/2022**

SUBJECT: **Materials and Tests**

Section 700, Materials and Tests, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

After Subsection 700.01 on page 713, add the following.

907-700.01.1--Buy America Materials Sourcing Requirements for Construction Materials. As related to the requirements in Subsection 907-106.14, Construction Materials shall include an article or material that is or consists primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall. Construction Materials which are exempt from the requirements in Subsection 907-106.14 include the following: cement or cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

For Construction Materials, both the final manufacturing process and the manufacturing stage immediately preceding the final manufacturing process shall occur domestically.

907-700.01.2--Compliance Requirements. Prior to incorporation into the work, the Contractor shall furnish the Project Engineer with certificates of compliance documenting conformance to the requirements of Subsection 907-106.14.

The certificates shall be on the Supplier's/Manufacturer's letterhead, containing the following:

- Project number
- Name of manufacturer and address of manufacture location
- Material description
- Batch number / Heat number / Lot number
- Bill of lading number
- Date received
- "I certify each material listed on this certificate to be permanently incorporated in this project has been manufactured domestically."
- Signature of an authorized representative of the Supplier/Manufacturer

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-701-3 **CODE: (SP)**

DATE: **05/04/2021**

SUBJECT: **Hydraulic Cement**

Section 701, Hydraulic Cement, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-701.01--General. In the first sentence of the second paragraph of Subsection 701.01 on page 718, change "mills" to "plants."

In the second sentence of the sixth paragraph of Subsection 701.01 on pages 718 and 719, change "shall" to "will."

907-701.02--Portland Cement.

907-701.02.1-General.

907-701.02.1.2--Alkali Content. Delete the sentence in Subsection 701.02.1.2 on page 719, and substitute the following.

When used in portland cement concrete, the total alkali contribution from all cement types in this Subsection shall not exceed 4.0 lb. per cubic yard of concrete calculated as follows:

$$\text{lb alkali per cu Yd} = \frac{(\text{lb cement per cu Yd})\text{x}(\%\text{Na}_2\text{O equivalent in cement})}{100}$$

In the above calculation, the maximum cement alkali content reported on the cement mill certificate shall be used. An example calculation can be found in the Department's *Concrete Field Manual*.

907-701.02.2--Replacement by Other Cementitious Materials. Delete the paragraph in Subsection 701.02.2 on page 719, and substitute the following.

The maximum replacement of cement by weight is 25% for fly ash or 50% for ground granulated blast furnace slag (GGBFS). Replacement contents below 20% for fly ash or 45% for GGBFS may be used, but will not be given any special considerations, such as the maximum acceptance temperature for portland cement concrete containing pozzolans in Subsection 804.02.13.1.5. Special considerations shall only apply for replacement of cement by fly ash or GGBFS.

Delete Subsection 701.02.2.1 on pages 719 and 720, and substitute the following.

907-701.02.2.1--Portland Cement Concrete Exposed to Soluble Sulfate Conditions or Seawater.

When portland cement concrete is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall be as follows in Table 1. Class C fly ash shall not be used as a replacement for cement in any of the sulfate exposure conditions listed in Table 1.

Table 1- Cementitious Materials for Soluble Sulfate Conditions or Seawater

Sulfate Exposure	Water-soluble sulfate (SO_4) in soil, % by mass	Sulfate (SO_4) in water, ppm	Cementitious material required
Moderate and Seawater	0.10 - 0.20	150 - 1,500	Type I cement with one of the following replacements of cement by weight: 24.5 - 25.0% Class F fly ash, or 49.5 - 50.0% GGBFS or Type II*,** cement
Severe	0.20 - 2.00	1,500 - 10,000	Type I cement with a replacement by weight of 49.5 - 50.0% GGBFS, or Type II* cement with one of the following replacements of cement by weight: 24.5 - 25.0% Class F fly ash, or 49.5 - 50.0% GGBFS

* Type III cement conforming to AASHTO M85 with a maximum 8% tricalcium aluminate (C_3A) may be used in lieu of Type II cement as allowed in Subsection 701.02.1; this cement is given the designation "Type III(MS)."

** Class F fly ash or GGBFS may be added as a replacement for cement as allowed in Subsection 907-701.02.2.

Delete Subsection 701.02.2.2 on page 720, and substitute the following.

907-701.02.2.2--Portland Cement for Soil Stabilization Exposed to Soluble Sulfate Conditions or Seawater. When portland cement for use in soil stabilization is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall meet the requirements of Subsection 701.02.2.1.

907-701.04--Blended Hydraulic Cement.

907-701.04.1--General. Delete Subsection 701.04.1.1 on page 720, and substitute the following.

907-701.04.1.1--Types of Blended Hydraulic Cement. Blended hydraulic cements (blended cements) shall be of the following types and conform to AASHTO M 240:

Type IL – Portland-limestone cement
Type IP – Portland-pozzolan cement
Type IS – Portland blast-furnace slag cement

Blended cement Types IL, IP, and IS meeting the "MS" sulfate resistance requirement listed in AASHTO M 240, Table 3 shall have the "(MS)" suffix added to the type designation.

907-701.04.1.2--Alkali Content. Delete the sentence in Subsection 701.04.1.2 on page 720, and substitute the following.

All blended cement types shall be made with clinker that would result in cement meeting the requirements of Subsection 701.02.1.2 when used in the production of AASHTO M 85, Type I or Type II cement.

The blended cement manufacturer shall include the percent equivalent alkalis as Na_2O on their cement mill reports.

When calculating the total alkali contribution with blended cements, use the equivalent alkali content of the base portland cement. An example calculation for cases where blended cements are used can be found in the Department's *Concrete Field Manual*.

907-701.04.2--Replacement by Other Cementitious Materials. Delete the paragraph in Subsection 701.04.2 on page 720, and substitute the following.

The maximum replacement of blended cement Type IL by weight is 35% for fly ash or 50% for GGBFS. Replacement contents below 20% for fly ash or 45% for GGBFS may be used, but will not be given any special considerations, such as the maximum acceptance temperature for blended cement concrete containing pozzolans in Subsection 804.02.13.1.5. Special considerations shall only apply for replacement of blended cement by fly ash or GGBFS.

No additional cementitious materials, such as portland cement, blended cement, fly ash, GGBFS, or others, shall be added to or as a replacement for blended cement Types IP and IS.

Delete Subsection 701.04.2.1 on pages 720 and 721, and substitute the following.

907-701.04.2.1--Blended Cement Concrete Exposed to Soluble Sulfate Conditions or Seawater. When blended cement concrete is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall be as follows in Table 2. Class C fly ash shall not be used as a replacement for cement in any of the sulfate exposure conditions listed in Table 2.

Table 2- Cementitious Materials for Soluble Sulfate Conditions or Seawater

Sulfate Exposure	Water-soluble sulfate (SO_4) in soil, % by mass	Sulfate (SO_4) in water, ppm	Cementitious material required
Moderate and Seawater	0.10 - 0.20	150 - 1,500	Type IL (MS)* cement, Type IL cement with one of the following replacements of cement by weight: 24.5 - 35.0% Class F fly ash, or 49.5 - 50.0% GGBFS, Type IP (MS) cement, or Type IS (MS) cement
Severe	0.20 - 2.00	1,500 - 10,000	Type IL cement with a replacement of cement by weight of 49.5 - 50.0% GGBFS, or Type IL (MS) cement with one of following replacements of cement by weight: 24.5 - 35.0% Class F fly ash, or 49.5 - 50.0% GGBFS

* Class F fly ash or GGBFS may be added as a replacement for cement as allowed in Subsection 907-701.04.2.

Delete Subsection 701.04.2.2 on page 721, and substitute the following.

907-701.04.2.2--Blended Cement for Soil Stabilization Exposed to Soluble Sulfate Conditions or Seawater. When blended cement for use in soil stabilization is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall meet the requirements of Subsection 701.04.2.1.

Delete Subsection 701.04.3 on page 721.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-702-4 **CODE: (IS)**

DATE: **09/11/2018**

SUBJECT: **Bituminous Materials**

Section 702, Bituminous Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-702.04--Sampling. Delete the sentence in Subsection 702.04 on page 722, and substitute the following.

Sampling of bituminous materials shall be as set out in AASHTO R 66.

907-702.07--Emulsified Asphalt. Delete the last sentence in Subsection 702.07 on page 724, and substitute the following.

Asphalt for fog seal shall conform to the requirements of Subsection 907-702.12, Table V.

907-702.12--Tables. Delete Table V in Subsection 702.12 on page 729, and substitute the following.

TABLE V
SPECIFICATION FOR FOG SEAL

	LD-7		CHPF-1		
Test Requirements	**Min.**	**Max.**	**Min.**	**Max.**	**Test Method**
Viscosity, Saybolt Furol, @ 25°C, Sec.	10	100	-	100	AASHTO T 72
Storage Stability Test, 24 hr, %	-	1	-	1	AASHTO T 59
Settlement, 5 day, %	-	5	-	-	AASHTO T 59
Oil Distillate, %	-	1	-	-	AASHTO T 59
Sieve Test, % *	-	0.3	-	0.1	AASHTO T 59
Residue by Distillation, %	40	-	40	-	AASHTO T 59
Test on Residue from Distillation					
Penetration @ 25°C, 100g, 5 sec	-	20	40	90	AASHTO T 49
Softening Point, °C	65	-	-	-	ASTM D 36
Solubility in trichloroethylene, %	97.5	-	-	-	AASHTO T 44
Elastic Recovery @ 25°C, %	-	-	40	-	AASHTO T 301
Original DSR @ 82° (G*/Sinδ, 10 rad/sec)	1	-	-	-	AASHTO T 111

* The Sieve Test result is tested for reporting purposes only and may be waived if no application problems are present in the field.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-703-2 **CODE: (SP)**

DATE: **11/29/2022**

SUBJECT: **Gradation**

Section 703, Aggregates, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-703.03--Coarse Aggregates for Hydraulic Cement Concrete.

907-703.03.2--Detail Requirements.

907-703.03.2.4--Gradation. In the table in Subsection 703.03.2.4 on page 734, add 100 for the percent passing by weight on the 1½-inch sieve for Size No. 67 aggregates.

Delete Note 2 under the table in Subsection 703.03.2.4 on page 734, and substitute the following.

Note [2] – 100 percent shall pass the 1-inch sieve for Size 67 used in Class F and Class FX concrete.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-705-1 **CODE: (SP)**

DATE: **06/13/2018**

SUBJECT: **Stone Riprap**

Section 705, Stone Blanket Protection and Filter Blanket Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-705.04--Stone Riprap. Delete the last sentence of the first paragraph of Subsection 705.04 on page 750, and substitute the following.

Quality requirements for rock to be furnished under these specifications will come from a pre-approved source and be visually approved prior to use.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-707-3 **CODE: (SP)**

DATE: **10/27/2021**

SUBJECT: **Joint Materials**

Section 707, Joint Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-707.02--Joint Filler.

907-707.02.2--Preformed Sponge, Rubber, Cork and Closed-Cell Polypropylene Foam Joint Fillers for concrete Paving and Structural Constructions. Delete the two paragraphs of Subsection 707.02.2 on page 755, and substitute the following.

Preformed joint filler shall conform to AASHTO M 153 for sponge, rubber, and cork and tested according to ASTM D545. The type required will be indicated on the plans.

Closed-cell polypropylene foam shall conform to the requirements in ASTM D8139 and tested in accordance with ASTM D545.

907-707.02.3--Wood. Delete paragraph (b) of Subsection 707.02.3 on page 755, and substitute the following:

(b) Dimensions shall be as shown on the plans Dimensions shown on the plans are "dressed" sizes in accordance with Table 3 of the American Softwood Lumber Standard, SP-20. At the discretion of the Engineer, a 3/4-inch dressed board may be used in lieu of a 1-inch dressed board. A tolerance of plus or minus 1/16 inch thickness and plus or minus 1/8 inch width will be permitted. For slip-form paving a tolerance of minus 1/4 inch on each end in length will be permitted.

907-707.06--Flexible Plastic Gasket for Joining Conduit. Delete the third paragraph of Subsection 707.06 on page 756, and substitute the following.

The Department may require the performance test described in ASTM C 990.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-708-4 **CODE: (SP)**

DATE: 09/21/2021

SUBJECT: **Concrete Pipe**

Section 708, Non-Metal Structures and Cattlepasses, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-708.02--Concrete Pipe.

907-708.02.1--Materials for Use in Concrete Pipe.

907-708.02.1.2--Fly Ash. Delete Subsection 708.02.1.2 on page 758, and substitute the following.

Fly ash conforming to the requirements of Subsection 714.05 may be used to replace hydraulic cement on a one to one replacement rate. If a type IL cement conforming to the requirements of Subsection 701.04 is used, the fly ash replacement shall not exceed 35% by weight of the cement. For all other Types of cement, the fly ash replacement rate shall not exceed 25% by weight of hydraulic cement.

907-708.02.3--Exceptions to AASHTO Standard Specifications. After Subsection 708.02.3.7 on page 760, add the following.

907-708.02.3.8--Lifting Device. In lieu of lift holes, the producer may cast an approved lifting device in the pipe during the manufacturing process. Should a lifting device be included with the pipe, the Contractor shall cut off or grind down the lifting device flush with the pipe surface after placement of the pipe. The area around the lifting device shall be coated with a sealer approved by the Engineer.

907-708.02.5--Reinforced Concrete Pipe. Delete the second paragraph in Subsection 708.02.5 on page 760, and substitute the following.

907-708.02.5.1--Class V Pipe With Diameter 54 Inches and Greater. Class V pipe with diameters of 54 inches and larger shall meet the requirements of AASHTO M 170 or M 242 as modified by Subsection 708.02 and herein.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-711-2 **CODE: (IS)**

DATE: **09/11/2018**

SUBJECT: **Plain Steel Wire**

Section 711, Reinforcement and Wire Rope, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-711.02--Deformed and Plain Carbon-Steel Bars for Concrete Reinforcing.

907-711.02.3--Steel Welded and Non-Welded Wire Reinforcement, Plain and Deformed, for Concrete.

907-711.02.3.1--Plain Steel Wire. Delete the sentence in Subsection 711.02.3.1 on pages 780 and 781, and substitute the following.

Plain steel wire and plain steel welded wire shall conform to the requirements of AASHTO M 336.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-712-1 **CODE: (SP)**

DATE: **12/07/2021**

SUBJECT: **Fence and Guardrail**

Section 712, Fence and Guardrail, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-712.01--General. After the sentence in Subsection 712.01 on page 785, add the following.

All materials' inspection, testing, and certification will be performed in accordance with the requirements of the current version of the Department's *Materials Division Inspection, Testing, and Certification Manual.*

Delete Subsections 712.02 and 712.03 on page 785, and substitute the following.

907-712.02--Barbed Wire. Barbed wire shall conform to the requirements of AASHTO M 280. In the coastal counties of Hancock, Harrison, and Jackson, either Coating Type Z Class 3 or Coating Type A shall be furnished. In all other areas of the State, either Coating Type Z Class 1, Coating Type Z Class 3, Coating Type ZA Class 60, or Coating Type A shall be furnished.

907-712.03--Metallic-Coated, Steel Woven Wire Fence Fabric. Woven wire fencing (i.e., "hog wire") shall conform to the requirements of AASHTO M 279. In the coastal counties of Hancock, Harrison, and Jackson, either Coating Type Z Class 3 or Coating Type A shall be furnished. In all other areas of the State, either Coating Type Z Class 1, Coating Type Z Class 3, Coating Type ZA Class 60, or Coating Type A shall be furnished.

907-712.04--Chain Link Fence. Delete Subsections 712.04.1 thru 712.04.7 on pages 785 & 786, and substitute the following.

907-712.04.1--Fabric. In the coastal counties of Hancock, Harrison, and Jackson, either Type I Class D, Type II, Type III, or Type IV fabrics shall be furnished. In all other areas of the State, either Type I Class C, Type I Class D, Type II, Type III, or Type IV fabrics shall be furnished.

907-712.04.2--Tie Wire. Tie wire shall be of the same material as the fencing wire being used, shall be of good commercial quality, and shall meet the requirements of AASHTO M 181. Either Type I, Type II, Type III, or Type IV tie wire shall be furnished.

907-712.04.3--Tension Wire. Tension wire shall be of the same material as the fencing wire being used, shall be of good commercial quality, and shall meet the requirements of AASHTO M 181. In the coastal counties of Hancock, Harrison, and Jackson, either Type I Class 3, Type II, Type III, or Type IV tension shall be furnished. In all other areas of the State, either Type II, Type III, Type IV, or Type I Classes 1, 2, or 3 tension wires shall be furnished.

907-712.04.4--Posts Rails, Gate Frames, and Expansion Sleeves. Posts, rails, gate frames, and expansion sleeves shall conform to the requirements for posts in Subsection 712.05.2, unless otherwise designated in the contract.

907-712.04.5--Miscellaneous Fittings and Hardware. Miscellaneous fittings and hardware shall conform to the requirements of Subsection 712.16.

907-712.05--Fence Posts and Braces.

907-712.05.1--Treated Timber Posts and Braces.

907-712.05.1.1--General. Delete the third, fourth, fifth, and sixth paragraphs of Subsection 712.05.1.1 on page 787, and substitute the following.

All wood posts and braces shall be treated in accordance with Subsections 718.03 and 718.04.

907-712.05.1.2--Round Posts. Delete the last sentence of the last paragraph of Subsection 712.05.1.2 on page 788.

907-712.05.1.3--Sawed Posts. Delete the last sentence of the paragraph of Subsection 712.05.1.3 on page 788.

907-712.05.1.4--Sawed Braces. Delete the last sentence of the paragraph of Subsection 712.05.1.4 on page 788.

Delete Subsection 712.05.2 on page 788, and substitute the following.

907-712.05.2--Metal Posts.

907-712.05.2.1--Round Steel Pipe. Round steel pipe shall meet the requirements of AASHTO M 181, either Grade 1 (i.e., meeting the requirements in ASTM F 1083) or Grade 2 (i.e., meeting the requirements of ASTM F 1043).

Round steel pipe shall be sized in accordance with NPS (nominal pipe size) designations as shown on Plans, and not according to the outer or inner pipe diameter.

907-712.05.2.2--Steel Fence Post and Assemblies, Hot-Wrought. Steel posts with the following section shapes, Tee, channel or U, and Y-Bar shall meet the requirements of AASHTO M 281, galvanized in accordance with the requirements of AASHTO M 111, unless otherwise specified in the contract. Acceptance of these steel posts shall be by certification from the manufacturer, producer, supplier, or fabricator, as applicable.

907-712.05.2.3--Blank.

907-712.05.2.4--Steel H-Beam Posts. Steel H-Beam posts shall be produced from structural quality weldable steel having a minimum yield strength of 45,000 psi and shall be galvanized in accordance with ASTM A 123. Steel H-Beam line posts shall be 2.250 inches by 1.625 inches and shall weigh 3.43 pounds per foot. A tolerance of plus or minus 5.0 percent is allowed for

weight per foot. A tolerance of plus or minus 1.0 percent is allowed for dimensions.

907-712.05.2.5--Aluminum-Alloy Posts and Assemblies. Round aluminum-alloy posts shall meet the requirements of ASTM B 241, Alloy 6061, T6. Aluminum-Alloy H-Beam posts shall meet the requirements of ASTM B 221, Alloy 6061, T6.

907-712.05.2.6--Formed Steel Section Posts. Formed steel section posts, "C" sections, shall be formed from sheet steel conforming to ASTM A 1011, Grade 45, and shall be galvanized in accordance with ASTM A 123.

907-712.06--Guard and Guardrail Posts.

907-712.06.2--Treated Wood Posts.

907-712.06.2.1--Square Posts. Delete the paragraph in Subsection 712.06.2.1 on page 789, and substitute the following.

All square posts shall be inspected for conformance with Section 712.05, except that the posts may be rough and shall be within ±3/8" of the dimensions shown on the plans.

907-712.06.2.2--Round Posts. Delete the paragraph in Subsection 712.06.2.2 on page 789, and substitute the following.

All round posts shall be inspected for conformance with Section 712.05, except that the posts shall be of the shape and dimensions shown on the plans.

907-712.06.5--Treated Wood Blocks for Use with Metal Guardrail Posts. Delete the paragraphs of Subsection 712.06.5 on pages 789 & 790, and substitute the following.

Treated wood blocks for use with metal guardrail posts shall be within ±3/8" of the size and dimensions shown on the plans, except that a minus tolerance shall not be allowed for the slotted width in which the metal post must fit.

Delete Subsection 712.16 on page 791, and substitute the following.

907-712.16--Hardware. All ferrous metal hardware for fencing such as bolts, nuts, washers, and metal straps shall be as specified on the plans and galvanizing shall not be less than 1.0 ounce per square foot of uncoated area. Aluminum coated hardware shall be coated with aluminum meeting the requirements of AASHTO M 181 for aluminum coating and at the rate of not less than 0.4 ounces per square foot of uncoated area.

Aluminum alloy hardware shall conform to the requirements of ASTM B 221 for extruded aluminum alloy 6063, T6. The finished members shall be of uniform quality.

Aluminum-zinc coated hardware shall be coated with an aluminum-zinc alloy meeting the chemical requirements and weight of coating specified for aluminum-zinc alloy coated metal gates.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-714-3 **CODE: (SP)**

DATE: **08/31/2021**

SUBJECT: **Miscellaneous Materials**

Section 714, Miscellaneous Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-714.01--Water.

907-714.01.1--General. Delete the last sentence of the second paragraph in Subsection 714.01.1 on page 794.

907-714.01.2--Water for Use in Concrete. Delete Subsection 714.01.2 on page 794, and substitute the following:

Water from municipal sources is permitted be used as mixing water in concrete, mortar, and grout without Department testing. Water from non-municipal water sources used in mixing of concrete, mortar, and grout which does not meet the requirements in Subsection 714.01.1 shall be tested for conformance as required in AASHTO M157, Table 1 and Table 2.

907-714.01.3--Water for Use in Chemically Stabilized Based. Delete the first sentence of first paragraph in Subsection 714.01.3 on page 794, and substitute the following:

Water used in the construction of bases that contain cement, lime, or other chemical additive shall be as set out in Subsection 714.01.1. Water from municipal sources is permitted to be used without testing for conformance to the requirements below. If water is not from a municipal source, it shall not contain impurities in excess of the following limits:

Delete Subsection 714.01.6 on page 795, and substitute the following.

907-714.01.6--Blank.

907-714.05--Fly Ash.

907-714.05.1--General. Delete the first sentence of the fifth paragraph in Subsection 714.05.1 on page 797.

907-714.13--Geotextiles.

907-714.13.11--Tables. Delete Table 1 in Subsection 714.13.11 on page 813, and substitute the following.

Table 1 - Geotextiles

Type Designation	I[1]	II[1]	III	IV	V	VI		VII		VIII	IX	
	Sediment Control		Drainage	Paving	Separation & Drainage	Separation, Stabilization & Reinforcement				High Strength		
Physical Property[2]						Woven	Non-Woven	Woven	Non-Woven	----	----	**Test Method**
Grab Strength (lb)	50	90	110	90	200	280	180	450	280	----	----	ASTM D 4632
Elongation (%)	----	50% max @ 45 lb	20% min	50% min @ break	50% min	50% max	50% Min	50% max	50% Min	----	----	ASTM D 4632
Seam Strength (lb)	----	----	70	----	180	240	160	400	240	----	----	ASTM D 4632
Puncture Strength (lb)	----	----	40	----	80	110	75	180	115	----	----	ASTM D 6241
Trapezoidal Tear (lb)	----	----	40	----	80	100	70	150	100	----	----	ASTM D 4533
Asphalt Retention (gal/yd^2)	----	----	----	0.2	----	----	----	----	----	----	----	ASTM D 6140
Permittivity (sec^{-1}) min	0.05	0.05	0.5	----	0.2	0.2	0.2	0.2	0.2	----	----	ASTM D 4491
AOS Woven (mm) max	0.60	0.60	0.6	----	0.6	0.43	----	0.43	----	----	----	ASTM D 4751
AOS Non-Woven (mm) max	0.84	0.84	0.43	----	0.43	----	0.43	----	0.43	----	----	
Tensile Strength after UV (% Retained)	70% @ 500 hr	70% @ 500 hr	50% @ 500 hr	----	50% @ 500 hr	50% @ 500 hr	50% @ 500 hr	50% @ 500 hr	50% @ 500 hr	----	----	ASTM D 4355
Melting Point °(F)	----	----	----	325	----	----	----	----	----	----	----	ASTM D 276
Minimum Ultimate Tensile Strength[3] (lb/in)	----	----	----	----	----	----	----	----	----	660	2000	ASTM D 4595

Notes: 1 - All property values, with the exception of apparent opening size (AOS), represent minimum average roll values in the weakest principal direction. Values for AOS represent the maximum average roll values, 2 - Values not identified in this table should meet manufacturer certification for the use and application, 3- Machine direction

Delete Subsection 714.15 on pages 816 and 817 and substitute the following.

907-714.15--Geogrids.

907-714.15.1–General. A geogrid is defined as a geosynthetic formed by a regular network of connected elements with apertures greater than 0.25 inch to allow interlocking with surrounding soil, rock, and other surrounding materials to function primarily as reinforcement.

Geogrid shall be manufactured from an expanded strain hardened monolithic polymer sheet composed of one or more synthetic polymers and shall be mildew resistant and inert to biological degradation and naturally encountered chemicals, alkalis and acids. The geogrid shall contain stabilizers and/or inhibitors, or a resistance finish or covering to make it resistant to deterioration from direct sunlight, ultraviolet rays, and heat.

Geogrid manufacturers shall participate in and be in compliance with the American Association of State Highway Transportation Officials (AASHTO) National Transportation Product Evaluation Program's (NTPEP) Geosynthetics audit program. Geogrid shall meet the requirements of Table II for the application and type shown on the plans and shall be selected from the Department's Approved Lists.

907-714.15.1.1--Geogrid for Retaining Walls and Reinforced Soil Slopes. Geogrid for retaining walls and reinforced soil slopes shall be creep tested in accordance with AASHTO R69 and meet Long Term Design Load, Minimum Ultimate Tensile Strength, and open area criteria listed in Table II. Manufacturers shall perform at least one long-term creep test for no less than 10,000 hours in accordance to ASTM D 5262 for each polymer or composition of polymers from which the geogrid is produced. The long-term design load that shall be reported for design use, shall be that load at which no more than 10% strain occurs over a 100-year design life of the geogrid, as calculated in accordance with AASHTO R69. Long-term design loads shall be reported unfactored, and the AASHTO strength reduction factors (Durability and Installation, and safety factors) will be considered by the Department's Geotechnical Branch on a site specific design basis.

907-714.15.1.2--Geogrid for Subgrade Stabilization. Geogrid for subgrade stabilization shall meet Minimum Ultimate Tensile Strength and open area criteria listed in Table II.

907-714.15.2--Marking, Shipment, and Storage. Each roll or container of geogrid shall be visibly labeled with the name of the manufacturer, trade name of the product, lot number, and quantity of material. In addition, each roll or container shall be clearly tagged to show the type designation that corresponds to that required by the plans. During shipment and storage the geogrid shall be protected from direct sunlight, and temperatures above 120°F or below 0°F. The geogrid shall either be wrapped and maintained in a heavy duty protective covering or stored in a safe enclosed area to protect from damage during prolonged storage.

907-714.15.3--Manufacturer Certification. The Contractor shall furnish the Engineer three copies of the manufacturer's certified test reports indicating that the geogrid furnished conforms to the requirements of the specifications and is of the same composition as the originally approved

by the Department.

907-714.15.4--Acceptance Sampling and Testing. Final acceptance of each shipment will be based upon results of tests performed by the Department on verification samples submitted from the project, as compared to the manufacturer's certified test reports. The Engineer will select one roll or container at random from each shipment for sampling. As sample extending full width of the randomly selected roll or container and being at least five (5) square yards in area will be obtained and submitted by the Engineer. All material samples shall be provided at no cost to the State.

TABLE II
GEOGRIDS

Physical Properties	Type Designation						Test Method
	I	II	III	IV	V	VI	
Long Term Design Load[1], pounds per foot, Machine Direction	250	500	750	1500	2500	3500	AASHTO R69, ASTM D5262
Minimum Ultimate Tensile Strength[2], pounds per foot, Machine Direction	500	1000	1500	3000	5000	7000	ASTM D6637
Open Area, percent	70	70	50	50	50	50	Direct Measurement

[1] Minimum design criteria requirement.
[2] Minimum Average Roll Value (MARV).

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-718-1 **CODE: (SP)**

DATE: **12/07/2021**

SUBJECT: **Timber and Dimension Lumber**

Section 718, Timber and Dimension Lumber, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

Delete the Subsections in Section 718 on pages 836 thru 838, and substitute the following.

907-718.01--General. All timber and dimension lumber shall be Southern pine and shall conform in all respects to applicable requirements of AASHTO M 168. The Department reserves the right to sample and to test all materials at any time; all inspection, testing, and certification of materials will be performed in accordance with the requirements of the current version of the Department's *Materials Division Inspection, Testing, and Certification Manual.*

Timber and dimension lumber shall be furnished in the sizes shown on the plans or as specified. Unless otherwise specified, timber and dimension lumber shall be No. 1, or better, graded according to the latest American Lumber Standards.

Only one type of preservative shall be used for the treatment of materials for any one class of construction on a project, unless otherwise specified.

Where treated timber and dimensional lumber is to be used in non-highway construction or use, such as decking, handrails in walking trails, or in any manner where general public exposure by touch is possible, the treatment requirements will be as per project plans and/or approved by the State Materials Engineer.

907-718.02--Untreated Timber and Dimension Lumber. Untreated timber and dimension lumber shall conform to the requirements of AASHTO M 168.

907-718.03--Treated Timber and Dimension Lumber. Timber and dimension lumber to be treated shall meet the requirements herein specified and shall be treated as specified. Treated timber or dimensional lumber will not be accepted for use unless it has been inspected by an authorized representative of the Department and found to be satisfactory after treatment.

907-718.03.1--Blank.

907-718.03.2--Treatment.

907-718.03.2.1--General. All materials shall be treated in accordance with AASHTO M 133 unless otherwise directed by the Environmental Protection Agency (EPA).

907-718.03.2.2--Blank.

907-718.03.2.3--Inspection. Treated timber and dimension lumber shall be inspected by an authorized representative of the Department before being incorporated into the work. Treatment reports shall be provided to the Department for each lot of material supplied.

907-718.03.3--Blank.

907-718.03.4--Storage of Treated Material. All material treated for stock shall be stacked as compactly as possible on a well-drained surface. Material shall be supported on sills spaced as necessary, not to exceed 10 foot intervals and shall have at least one foot of air space beneath the stacks.

All materials treated with preservatives for use in buildings and applications where painting is required shall be dried after treatment. The treated wood shall be dried in accordance with American Lumber Standards.

907-718.04--Preservative. Preservatives shall be as specified in AASHTO M 133 unless otherwise directed by the Environmental Protection Agency (EPA).

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-720-2 **CODE: (IS)**

DATE: **09/11/2018**

SUBJECT: **Acceptance Procedure for Glass Beads**

Section 720, Pavement Marking Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-720.01--Glass Beads.

907-720.01.4--Acceptance Procedures. Delete the last sentence of the paragraph in Subsection 720.01.4 on page 841, and substitute the following.

Acceptance sampling and testing of glass beads will be in accordance with the Department's Materials Division Inspection, Testing, and Certification Manual, Section 2.9.2 -- Glass Beads.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-721-4 **CODE: (IS)**

DATE: 04/19/2022

SUBJECT: Materials for Signing

Section 721, Materials for Signing, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-721.06--Reflective Sheeting.

907-721.06.2--Performance Requirements. Delete Table 4 and Table 5 in Subsection 721.06.2 on pages 860 & 861, and substitute the following.

MINIMUM COEFFICIENTS OF RETROREFLECTION
Candela per foot candle per square foot (cd/fc/ft^2)
Per ASTM Designation D4956

TABLE 4
Type IX Sheeting

Observation Angle	Entrance Angle	White	Yellow	Green	Red	Blue	Fluorescent Yellow/Green	Fluorescent Yellow	Fluorescent Orange
0.2°	-4.0°	380	285	38	76	17	300	230	115
0.2°	+30.0°	215	162	22	43	10	170	130	65
0.5°	-4.0°	240	180	24	48	11	190	145	72
0.5°	+30.0°	135	100	14	27	6.0	110	81	41
1.0°	-4.0°	80	60	8.0	16	3.6	64	48	24
1.0°	+30.0°	45	34	4.5	9.0	2.0	36	27	14

TABLE 5
Type XI Sheeting

Observation Angle	Entrance Angle	White	Yellow	Green	Red	Blue	Brown	Fluorescent Yellow/Green	Fluorescent Yellow	Fluorescent Orange
0.2°	-4.0°	580	435	58	87	26	17	460	350	175
0.2°	+30.0°	220	165	22	33	10	7.0	180	130	66
0.5°	-4.0°	420	315	42	63	19	13	340	250	125
0.5°	+30.0°	150	110	15	23	7.0	5.0	120	90	45
1.0°	-4.0°	120	90	12	18	5.0	4.0	96	72	36
1.0°	+30.0°	45	34	5.0	7.0	2.0	1.0	36	27	14

After Subsection 721.10 on page 864, add the following.

907-721.11--Digital Applied Printing. The following addresses the requirements for digitally printed finished retroreflective traffic control signs on flat sheet aluminum and digitally printed traffic sign faces intended to be applied to a sign substrate.

907-721.11.1--Digitally Printed Ink Systems. Traffic signs must be produced using components, and processes that comply with the retroreflective sheeting manufacturer's recommendations.

Digital printed ink systems used to print traffic signs must meet and comply with daytime and nighttime chromaticity (color standards) as recognized in ASTM D4956 "Standard Specification for Retroreflective Sheeting for Traffic Control."

Digital printed ink systems must meet 70% of the initial retroreflectivity specifications of each respective reflective film color as found in ASTM D4956 "Standard Specification for Retroreflective Sheeting for Traffic Control."

Prior to fabrication and preferably at the preconstruction meeting, the Contractor shall advise the Project Engineer in writing as to which signs on the project will be digitally printed and which ones will be screen printed. The Contractor shall submit to the Project Engineer certifications for all digitally printed signs, which will be forwarded to the State Traffic Engineer for review.

907-721.11.2--Protective Overlay Film. Permanent traffic signs printed with digital ink systems will be fabricated with a full sign protective overlay film designed to provide a smooth surface needed for retroreflectivity, and to protect the sign from fading and UV degradation. The overlaminate shall comply with the retroreflective sheeting manufacturer's recommendations to ensure proper adhesion and transparency and will also meet the reflective film durability as identified in Table 1.

Table 1
Retroreflective Film Minimum Durability Requirements

ASTM D4956 Type	Full Sign Replacement Term (years)	Sheeting Replacement Term (years)
IV	7	10
VIII	7	10
IX	7	12
XI	7	12

Temporary signs used in work zones printed with black ink only will not require a protective overlay film as long as the finished sign is warranted for a minimum outdoor durability of three years by the sheeting manufacturer.

907-721.11.3--Inspection. During fabrication, the Contractor shall provide sufficient testing and quality control throughout fabrication to insure good workmanship. Once the material has been received, it may be subject to random testing to ensure compliance with all requirements. If any test samples do not conform to the requirements, the entire order may be returned at the vendor's expense.

907-721.11.4--Traffic Sign Performance Warranty Provisions. Based on the ASTM Type of sheeting specified, traffic control signs shall be warranted for the duration shown in Table 1. The Contractor shall supply a copy of the warranty document with complete details of terms and conditions upon request of the Department.

907-721.11.5--Certified Digital Sign Fabricator. Sign fabricators using digital imaging methods to produce regulated traffic signs must be certified by the reflective sheeting manufacturer whose materials are used to produce the delivered signs.

Certified sign fabricators must undergo an audit process by the sheeting manufacturer to ensure they have the proper equipment, manufacturing capabilities, manufacturing application processes and the materials required to fulfill the sheeting manufacturer's warranty obligations. Sign fabricators must recertify annually with reflective sheeting manufacturers or utilize a 3rd party certifier approved by the reflective sheeting manufacturer.

The Contractor shall submit proof of Sign Fabricator Certification as issued by the retroreflective sign sheeting manufacturer to the Project Engineer upon delivery of the signs, or with the Shop Drawings.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-722-1 **CODE: (IS)**

DATE: **11/15/2017**

SUBJECT: **Materials for Traffic Signal Installation**

Section 722, Materials for Traffic Signal Installation, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follow.

907-722.02.3--Design Strength Requirements. Delete Subsection 722.02.3 on pages 864 thru 866, and substitute the following.

Unless specified otherwise in the plans, poles shall meet the requirements of the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals,* as specified in the plans with all interim supplements. All components of the assemblies shall be designed to the following:

- Importance Factor: 1.0; 50 year mean recurrence interval
- Basic Wind Speed (3 second gust): As shown on the project plans
- Minimum Gust Effect Factor: 1.14
- Fatigue Category: II
- Ice Loading: As shown on the project plans
- Natural Wind Gust Pressure Loads: Included
- Truck Induced Gust Pressure Loads: Not included
- Galloping: Not included

907-722.02.5--Mast Arms for Traffic Signal and Equipment Poles. Delete the first four sentences of the third paragraph of Subsection 722.02.5 on page 867, and substitute the following.

Anchor base plates must meet the minimum requirements of ASTM A36 or ASTM A709 Grade 36 or ASTM A572 Grade 50 and must be welded to the shaft by either telescoped with two continuous arc welds or by back up ring using full penetration welds.. Flange plate shall telescope the large end of the arm and be welded by either two (2) continuous arc welds, one (1) being on the outside of the plate, adjacent to the shaft, and the other one (1) on the inside at the end of the tubular cross section or by back up ring using full penetration welds. The thru-bolt flange plate or tapped flange plate supporting the mast arm shall be welded to the pole near the top and supported side plate tangent to the pole and gusset plates both top and bottom. The thru-bolt or tapped flange plate must be sufficient to develop the full capacity of the connecting bolts.

907-722.03--Electric Cable. Delete the paragraphs for Loop Detector Wire and Loop Detector Lead-in Cable in Subsection 722.03 on page 869.

Delete the first sentence of "Communication Cable" in Subsection 722.03 on page 870, and substitute the following.

Communication cables shall be as per the manufacturer's recommendation.

907-722.05.4--Type III or Type IV Rigid Non-Metallic Conduit. After the last sentence of Subsection 722.05.4 on page 871, add the following.

Schedule 40 conduit shall be used unless otherwise noted in the plans.

Delete the title of Subsection 722.13.3 on page 876, and substitute the following.

907-722.13.3--Power Service Pedestal.

Delete the first paragraph of Subsection 722.13.3 on page 876, and substitute the following.

The pedestal shall be of NEMA Type 3R rainproof construction and shall be UL Listed as "Enclosed Industrial Control Equipment" (UL 508A). External construction shall comply with UL50 requirements and shall be unpainted aluminum.

Nominal size of the pedestal shall be 48"H x 16"W x 16"D.

Pedestal shall have a voltage rating or 120v/240v single phase with an Amperage rating of 800A.

After the first sentence of the seventh paragraph of Subsection 722.13.3 on page 876, add the following.

An outdoor rated heavy duty combination lock shall be provided to lock the customer compartment door.

907-722.14.1.3--Optical System. Delete the sixteenth paragraph of Subsection 722.14.1.3 on page 879, and substitute the following.

The signal module on-board circuitry shall include voltage surge protection to withstand high-repetition noise transients and low-repetition high-energy transients as stated in Section 2.1.6, NEMA Standard TS 2, 1992.

Delete the last sentence of the seventeenth paragraph of Subsection 722.14.1.3 on page 879, and substitute the following.

Load switches shall be compatible with NEMA TS 1 or later, or Model 170-1989 or later.

Delete Subsection 722.14.5 on page 882, and substitute the following.

907-722.14.5--Blank.

Delete Subsections 722.14.7 and 722.14.8 on page 882.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-804-11

DATE: **09/26/2023**

SUBJECT: **Concrete Bridges and Structures**

Before Subsection 907-804.02.10 on page 1, add the following.

907-804.02.8--Laboratory Accreditation. Delete Table 1 in Subsection 804.02.8 on page 938, and substitute the following.

Table 1

AASHTO: R 39	Making and Curing Concrete Test Specimens in the Laboratory
AASHTO: R 60	Sampling Freshly Mixed Concrete
AASHTO: R 76	Reducing Samples of Aggregate to Testing Size
AASHTO: R 90	Sampling Aggregates Products
AASHTO: R 100	Making and Curing Concrete Test Specimens in the Field
AASHTO: T 19	Bulk Density ("Unit Weight") and Voids in Aggregates
AASHTO: T 22	Compressive Strength of Cylindrical Concrete Specimens
AASHTO: T 27	Sieve Analysis of Fine and Coarse Aggregates
AASHTO: T 84	Specific Gravity and Absorption of Fine Aggregate
AASHTO: T 85	Specific Gravity and Absorption of Coarse Aggregate
AASHTO: T 119	Slump of Hydraulic Cement Concrete
AASHTO: T 121	Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
AASHTO: T 152	Air Content of Freshly Mixed Concrete by Pressure Method *
AASHTO: T 196	Air Content of Freshly Mixed Concrete by the Volumetric Method
AASHTO: T 231	Capping Cylindrical Concrete Specimens
AASHTO: T 255	Total Evaporable Moisture Content of Aggregate by Drying
AASHTO: T 325	Standard Method of Test for Estimating the Strength of Concrete in Transportation Construction by Maturity Tests **
AASHTO: T 309	Temperature of Freshly Mixed Portland Cement Concrete
ASTM: C 1074	Standard Practice for Estimating Concrete Strength by the Maturity Method **

After the last paragraph of Subsection 907-804.02.10 on page 2, add the following.

907-804.02.10.1--Proportioning of Hydraulic Cement Concrete Mixture Design.

907-804.02.10.1.1--Proportioning on the Basis of Previous Field Experience of Trial Mixtures. Delete paragraph (c) of Subsection 804.02.10.1.1 on page 942, and substitute the following.

(c) Consist of 10 consecutive tests, average of three cylinders per test, tested at 28 days. For all mixture designs, for each of these tests on the plastic concrete the test data shall meet the acceptance criteria of Subsection 804.02.13.1.

Delete Subsection 907-804.02.12 on pages 2 and 3, and substitute the following.

907-804.02.12--Contractor's Quality Control.

907-804.02.12.1--Quality Control Plan.

907-804.02.12.1.1--Elements of Plan. Delete Item (d) (3) in Subsection 804.02.12.1.1 on page 947, and substitute the following.

(3) If the Contractor elects to utilize Job Site Batch Adjustments by Addition of Chemical Admixture within Item 2, the procedures outlined in the Contractor's Quality Control Plan for Job Site Batch Adjustments shall be followed.

907-804.02.12.5--Non-Conforming Materials. Delete Table 4 in Subsection 804.02.12.5 on page 950, and substitute the following.

Table 4
CONTRACTOR'S MINIMUM REQUIREMENTS FOR QUALITY CONTROL

Hydraulic Cement Concrete		
Control Requirement	**Frequency**	**AASHTO/ASTM**
A. PLANT AND TRUCKS		
1. Mixer Blades	Monthly	
2. Scales		
a. Tared	Daily	
b. Calibrate	Every 6 months	
c. Check Calibration	Weekly	
3. Gauges & Meters - Plant & Truck		
a. Calibrate	Every 6 months	
b. Check Calibration	Weekly	
4. Admixture Dispenser		
a. Calibrate	Every 6 months	
b. Check Operation & Calibration	Daily	
B. AGGREGATES		
1. Sampling		T 2
2. Fine Aggregate		
a. Gradation / FM	250 yd^3 concrete	T 27
b. Moisture	Check meter against test results weekly 2500 yd^3 concrete	T 255
c. Specific Gravity / Absorption		T 84
3. Coarse Aggregates		
a. Gradation	250 yd^3 concrete	T 27
b. Moisture	Minimum of once daily or more as needed to control production. Check meter against test results weekly.	T 255
c. Specific Gravity / Absorption	250 yd^3 Concrete if the coarse aggregate oven dry specific gravity is less than 2.450, or 2500 yd^3 Concrete if the coarse aggregate oven dry specific gravity is greater than or equal to 2.450	T 85
C. PLASTIC CONCRETE		
1. Sampling		R 60
2. Air Content	First load then one per 50 yd^3	T 152 or T 196
3. Slump	First load then one per 50 yd^3	T 119
4. Density (Unit Weight)	100 yd^3 or when cylinders are made	T 121
5. Compressive Strength	A minimum of one set (three cylinders) for each 100 yd^3 inclusive and one set for each additional 100 yd^3 or fraction thereof for each class concrete delivered and placed on a calendar day from a single supplier. A test shall be the average of three cylinders.	T 22, T 23, T 231
6. Yield	Each 400 yd^3 Concrete	T 121
7. Temperature	With each sample	T 309

Delete Subsection 804.02.13.1.7 on page 954 and substitute the following.

907-804.02.13.1.7--Blank.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-804-11 **CODE: (IS)**

DATE: 05/05/2021

SUBJECT: **Concrete Bridges and Structures**

Section 804, Concrete Bridges and Structures, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-804.02--Materials.

907-804.02.3--Non-Quality Control / Quality Assurance Concrete.

Delete the third sentence of the first paragraph on page 936 and substitute the following.

The Contractor is required to submit mixture designs to accomplish this work in accordance with Section 804 and perform normal Quality Control functions in accordance with Table 4, Contractor's Minimum Requirements for Quality Control, Items A and B.

Add the following to the list of concrete items on page 937 that are not accepted based on the Quality Control / Quality Assurance (QC/QA) requirements.

Section	Description
610	High Tension Cable Barrier

907-804.02.6--Classification and Uses of Concrete. After the last class of concrete listed in Section 804.02.6 on page 938, add the following.

10) Class BDX - Concrete for bridge decks (4,500 psi)

907-804.02.10--Hydraulic Cement Concrete Mixture Design. Add the following to Table 3 in Subsection 804.02.10 on page 941.

BDX	Bridge Deck [1]	57 or 67	0.42-0.45	4500	5 [-2.5]	4.5±1.5 6.5±1.5	N/A

Delete footnote 1 of Table 3 in Subsection 804.02.10 on pages 941 & 942 and substitute the following.

[1] An approved synthetic structural fiber meeting the requirements of Subsection 711.04 shall be incorporated into the mixture at 1.25 times the approved dosage rate. For each additional pound of fibers per cubic yard added in excess of the requirement stated above, an additional inch of slump will be allowed up to a maximum permitted slump of eight (8) inches.

For Class BD, the maximum cementitious material content shall be 550 pounds per cubic yard

For Class BDX, the maximum cementitious material content shall be 564 pounds per cubic yard.

Delete footnote 3 of Table 3 in Subsection 804.02.10 on page 942 and substitute the following:

[3] The design slump selected by the Contractor for the mixture design approval is the maximum slump permitted.

Delete the last sentence of the first paragraph on page 942 and substitute the following.

Other hydraulic cements may be used in accordance with the specifications listed in Section 701. Other small coarse aggregate sizes meeting the requirements of Subsection 703.03.2.4 may be used in conjunction with the coarse aggregate sizes listed in Table 3.

907-804.02.12--Contractor's Quality Control. Delete Table 4 in Subsection 804.02.12.5 on page 950, and substitute the following.

Table 4
CONTRACTOR'S MINIMUM REQUIREMENTS FOR QUALITY CONTROL

Hydraulic Cement Concrete		
Control Requirement	**Frequency**	**AASHTO/ASTM**
A. PLANT AND TRUCKS		
1. Mixer Blades	Monthly	
2. Scales		
a. Tared	Daily	
b. Calibrate	Every 6 months	
c. Check Calibration	Weekly	
3. Gauges & Meters - Plant & Truck		
a. Calibrate	Every 6 months	
b. Check Calibration	Weekly	
4. Admixture Dispenser		
a. Calibrate	Every 6 months	
b. Check Operation & Calibration	Daily	
B. AGGREGATES		
1. Sampling		T 2
2. Fine Aggregate		
a. Gradation / FM	250 yd^3 concrete	T 27
b. Moisture	Check meter against test results weekly 2500 yd^3 concrete	T 255
c. Specific Gravity / Absorption		T 84
3. Coarse Aggregates		
a. Gradation	250 yd^3 concrete	T 27
b. Moisture	Minimum of once daily or more as needed to control production. Check meter against test results weekly	T 255
c. Specific Gravity / Absorption	250 yd^3 Concrete if the coarse aggregate oven dry specific gravity is less than 2.450, or 2500 yd^3 Concrete if the coarse aggregate oven dry specific gravity is greater than or equal to 2.450	T 85
C. PLASTIC CONCRETE		
1. Sampling		R 60
2. Air Content	First load then one per 50 yd^3	T 152 or T 196
3. Slump	First load then one per 50 yd^3	T 119
4. Density (Unit Weight)	100 yd^3 or when cylinders are made	T 121
5. Compressive Strength	A minimum of one set (three cylinders) for each 100 yd^3 inclusive and one set for each additional 100 yd^3 or fraction thereof for each class concrete delivered and placed on a calendar day from a single supplier. A test shall be the average of three cylinders	T 22, T 23, T 231
6. Yield	Each 400 yd^3 Concrete	T 121
7. Temperature	With each sample	T 309

907-804.02.13--Quality Assurance Sampling and Testing. Delete Table 5 in Subsection 804.02.13 on pages 951 and 952, and substitute the following.

TABLE 5
DEPARTMENT'S MINIMUM REQUIREMENTS
FOR QUALITY ASSURANCE

Quality Assurance Tests	Frequency	AASHTO/ASTM
A. AGGREGATES		
1. Sampling		T 2
2. Fine Aggregate Gradation and FM	250 yd^3 concrete	T 27
3. Coarse Aggregates Gradation	250 yd^3 concrete	T 27
4. Coarse Aggregate a. Specific gravity / Absorption	250 yd^3 Concrete if the coarse aggregate oven dry specific gravity is less than 2.450, or 2500 yd^3 Concrete if the coarse aggregate oven dry specific gravity is greater than or equal to 2.450	
B. PLASTIC CONCRETE		
1. Sampling		R 60
2. Air Content	Every 100 yd^3	T 152 or T 196
3. Slump	Every 100 yd^3	T 119
4. Density (Unit Weight)	100 yd^3 or when cylinders are made	T 121
5. Compressive Strength	One set (three cylinders) for every 100 yd^3 inclusive. A test shall be the average of three cylinders.	T 22, T 23, T 231
6. Temperature	With each sample	T 309

907-804.02.13.1.4--Yield. Delete the first sentence of Subsection 804.02.13.1.4 on page 953 and substitute the following.

If the yield of the concrete mixture is more than plus or minus three percent (±3%) of the design volume, the mixture design shall be adjusted by a Class III Certified Technician representing the Contractor to yield the correct volume, plus or minus three percent (±3%).

907.804.02.13.1.7--Static Segregation. Delete the second sentence of Subsection 804.02.13.1.7 on page 954 and substitute the following.

If the static segregation of the concrete mixture design exceeds this requirement, the mixture design shall be adjusted by a Class III Certified Technician representing the Contractor to ensure a static segregation in conformance with the requirement in Table 3.

907-804.03--Construction Requirements. Delete Subsection 804.03.16.1 on pages 970 & 971, and substitute the following.

907-804.03.16.1--Cold Weather Concreting.

907-804.03.16.1.1--Mixture Acceptance Temperature. For the purpose of job site acceptance temperature in accordance with Subsection 804.02.13.1.5, in cold weather, the acceptance temperature of the concrete when delivered to the job site shall conform to the temperature limitations of "Temperature Limitations on Concrete when Delivered to Job Site" listed in Table 8 below. For the purpose of mixture acceptance temperature, cold weather is defined as three consecutive days when there is a probability that the daily average of the highest and lowest

ambient temperatures is expected to be less than 40°F. This three-day forecast shall be based on the latest information available from the National Weather Service.

TABLE 8
COLD WEATHER TEMPERATURE LIMITATIONS ON CONCRETE WHEN DELIVERED TO JOB SITE

Section thickness in the least dimension inches	Jobsite Acceptance Temperature Range °F
Less than 12	55 to 75
12 to 36	50 to 70
36 to 72	45 to 65
Greater than 72	40 to 60

907-804.03.16.1.2--Structure Concrete Protection. The Contractor shall assume all risk and added cost connected with the placing and protecting of concrete during cold weather. For the purpose of structure protection, cold weather is defined as periods where there are indications of temperatures less than 40°F during the first four days after placement. Permission given by the Engineer to place concrete during such time will in no way relieve the Contractor of responsibility for satisfactory results. Protection of the concrete shall be accomplished in accordance with the requirements in Subsection 907-804.03.16.1.2.1. If approved by the Engineer, the protection of the concrete may be accomplished in accordance with the requirements in Subsection 907-804.03.16.1.2.2. In either case, should it be determined at any time that the concrete placed under such conditions is unsatisfactory, it shall be removed and replaced with satisfactory concrete by the Contractor without extra compensation.

Before placing concrete, all ice or frost shall be removed from the forms and reinforcement.

In the case of concrete placed directly on or in the ground, such as for footings or bottom slabs, protection and curing during cold weather may be provided as set for concrete pavement under Subsection 501.03.20.3.

907-804.03.16.1.2.1--Enclosure Method. The Contractor shall have available on the project the approved facilities necessary to enclose uncured concrete and to keep the temperature of the air inside the enclosure between 50°F and 100°F for the duration of the cold weather period. The Contractor shall use such heating equipment such as stoves, salamanders, or steam equipment as deemed necessary to protect the concrete. When dry heat is used, means of maintaining atmospheric moisture shall be provided.

The Contractor shall install the temperature sensors and other appurtenances to measure and record the temperature history of the air inside the enclosure. The Contractor shall be able to determine the temperature history of air inside the enclosure while remaining outside the enclosure

In the event that the Contractor's enclosure method does not successfully maintain the air temperature within the required range, the Contractor shall suspend additional concrete placements until either 1) such time that changes in the enclosure method are demonstrated to successfully

maintain the required temperatures during other periods of cold weather, or 2) such time that concrete placements are not conducted during periods of cold weather.

If the air temperature inside the enclosure at the end of the protection period is more than 20°F greater than the ambient temperature, the Contractor shall 1) stop using heating equipment, 2) leave the enclosure undisturbed, and 3) allow the air temperature inside the enclosure to decrease to within 20°F of the ambient temperature before disturbing or removing the enclosure.

907-804.03.16.1.2.2--Insulating Blanketing Method. At the option of the Contractor with the approval of the Engineer, an approved insulating blanketing material capable of maintaining the temperature of the concrete at or above 40°F may be used to protect the work. The insulating blanketing material shall remain in place until both 1) the required concrete strength in Table 6 is achieved as determined using the Maturity Method in accordance with Subsection 804.03.15, and 2) the temperature differential between the ambient temperature and the internal concrete temperature determined by the maturity meter does not exceed 20°F.

In the event the Engineer does not approve of using the Insulating Blanketing Method, the Contractor shall use the Enclosure Method per Subsection 907-804.03.16.1.2.1.

907-804.03.16.1.2.3--Batching Considerations. One or more of the aggregates and/or mixing water may be heated. The aggregates may be heated by steam, dry heat, or by placing in the mixing water that has been heated. Frozen aggregates shall not be used. When either aggregates or water are heated above 100°F, the aggregates and water shall be combined first in the mixer before the cement is added to avoid flash set. Cement shall not be mixed with water or with a mixture of water and aggregate having a temperature greater than 100°F.

The use of salt or other chemical admixtures in lieu of heating will not be permitted.

907-804.03.17--Curing Concrete.

907-804.03.17.1--Water with Waterproof Cover. In the second sentence of the fourth paragraph of Subsection 804.03.17.1 on page 973, delete the word "due".

Delete the first sentence of the fifth paragraph of Subsection 804.03.17.1 on page 973, and substitute the following.

The Contractor shall maintain the burlap in a fully wet condition using powered fogging equipment, such as a commercially available pressure washer, which is capable of producing a fog spray of atomized droplets of water (i.e., producing a very fine and gentle mist that looks like a foggy morning) until the concrete has gained sufficient strength to allow foot traffic without the foot traffic marring the surface of the concrete.

Delete the seventh paragraph of Subsection 804.03.17.1 on page 973, and substitute the following.

If there is an unanticipated delay in the placement of the first layer of saturated burlap outside the time limit which is due to unforeseen events which are not a part of the Contractor's curing operations for meeting the requirements of this Subsection and which are outside the direct control

of the Contractor, the struck-off and finished concrete shall be kept wet by use of the powered fogging equipment used to keep the burlap wet as described previously in the Subsection.

In the second sentence of the eighth paragraph of Subsection 804.03.17.1 on page 973, replace the word "like" with "such as".

907-804.03.17.1.2--Liquid Membrane. In the first sentence of the first paragraph of Subsection 804.03.17.1 on page 973, replace "polyethylene sheets" with "white polyethylene sheets."

907-804.03.19.7--Finishing Bridge Decks.

907-804.03.19.7.1--General. Delete the second paragraph of Subsection 804.03.19.7.1 on page 985, and substitute the following.

In the event a method is not designated on the plans, the Contractor may use either the Longitudinal Method in accordance with Subsection 907-804.03.19.7.2 or the Transverse Method in accordance with Subsection 907-804.03.19.7.3.

907-804.03.19.7.2--Longitudinal Method. Delete the first sentence of the first paragraph of Subsection 804.03.19.7.2 on page 985, and substitute the following.

The longitudinal method may only be used for repairs to bridge decks or bridge widening projects.

907-804.03.19.7.3--Transverse Method. Before the first sentence of the first paragraph of Subsection 804.03.19.7.3 on page 986, add the following.

The transverse method shall be used for construction of new bridge decks and may be used for bridge deck repair or bridge widening.

907-804.05--Basis of Payment. Delete the first and second pay items listed on page 999, and substitute the following.

907-804-A: Bridge Concrete, Class _____ - per cubic yard

907-804-B: Box Bridge Concrete, Class _____ - per cubic yard

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-899-1 **CODE: (SP)**

DATE: **01/17/2017**

SUBJECT: **Railway-Highway Provisions**

Section 907-899, Railway-Highway Provisions, is hereby added to and made a part of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows:

SECTION 907-899--RAILWAY-HIGHWAY PROVISIONS

907-899.01--Description. This special provision addresses the Contractor's involvement with railroad flagging, Contractor Safety Orientation, Contractor Background Investigation, Contractor Roadway Worker on Track Safety Program and Safety Action Plan, and any other requirements set forth by the Railroad and any attached Exhibits.

Prior to bidding, the Contractor shall read and comply with the requirements of the Railroad and any attached Exhibits. The Contractor shall contact the Railroad concerning insurance coverage requirements, Railroad flagging costs, Contractor Safety Orientation, Contractor Background Investigation, Contractor Roadway Worker on Track Safety Program and Safety Action Plan, and any other requirements set forth by the Railroad and any attached Exhibits. In case the railroad requires coverage over and above that required by the Standard Specifications, the railroad requirements shall be met.

If in the opinion of the RAILROAD, the presence of an authorized representative of the RAILROAD is required to supervise the same, the RAILROAD shall render bills to the Contractor for all expenses incurred by it for such supervision. This includes all labor costs for flagmen or cable locate supplied by the RAILROAD to protect RAILROAD operation, and for the full cost of furnishing, installation and later removal of any temporary supports for said tracks, as the RAILROAD's Chief Engineer's Office may deem necessary.

It will be the Contractor's responsibility to pay all bills associated with the Railroad requirements and any attached Exhibits.

A cable locate of RAILROAD owned facilities may be required to identify and protect Signal & Communication cables that have been installed to provide power, signal control, wayside communications. These cables are vital to a safe and reliable railway operation. The cable locate will be performed by a qualified RAILROAD employee.

Outside Contractors are prohibited from driving on, along, or across any track that does not have a RAILROAD installed crossing. They may utilize an existing public crossing. The practice of allowing rubber tired equipment to operate over track with no crossing has been banned.

The Contractor shall complete and process any required forms addressed by the Railroad or any attached Exhibits. The Contractor shall not commence or carry on any form of work on, under, above or within the designated distance from the Railroad track prior to getting approval from the Railroad.

907-899.02--Blank.

907-899.03--Construction Requirements. The Contractor shall read and comply with the requirements of the Railroad and any attached Exhibits.

907-899.04--Method of Measurement. Railway-highway provisions will be measured as a unit lump sum quantity. Measurement for payment will be in accordance with the following schedule:

a) On the first estimate, twenty five percent (25%) of the amount bid for Railway Highway Provision will be paid.
b) When twenty five percent (25%) of the original contract amount is earned from all direct pay items, fifty percent (50%) of the amount bid for Railway Highway Provision will be paid.
c) When fifty percent (50%) of the original contract amount is earned from all direct pay items, one hundred percent (100%) of the amount bid for Railway Highway Provision will be paid.

907-899.05--Basis of Payment. Railway-highway provisions, measured a prescribed above, will be paid for at the contract lump sum price, which price shall be payment in full for all insurance coverage requirements, railroad flagging costs, Contractor safety orientation, Contractor background investigation, Contractor safety programs and plans, and any other requirements set forth by the Railroad and any attached Exhibits, and other incidentals necessary to complete the requirements of this work.

Payment will be made under:

907-899-A: Railway-Highway Provisions - lump sum

Construction Progress Schedule

Reconstruction of Landon Road

City of Gulfport, Mississippi

Harrison County

Project No. STP-9138-00(002)LPA / 107221-701000

Form CSO-612LPA
Rev. 1/2015

PROGRESS SCHEDULE

PROJECT NUMBER STP-9138-00(002)LPA / 107221-701000
COUNTY Harrison

WORK PHASE NO.	DESCRIPTION	LINE NUMBERS	YEAR 2024 JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	YEAR 2025 JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	
1	Miscellaneous	10-110, 160-280, 570-720, 1390-1410										0											148				
2	Excavation and Drainage	120-150, 400-500										5							69								
3	Base and Pavement	290-390																	69	94							
4	Pedestrian Facilities	510-560																		94			142				
5	Traffic Safety	850-1380																65					142				
6	Pavement Markings	730-840																				142	148				
7	Bridges/Retaining Walls																										

LET: 08/16/24
Anticipated NOA: 09/17/24
Anticipated NTP/BCT: 10/17/24
Working Days: 148

MONTH	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	172 WORKING DAYS PER YEAR
ANTICIPATED WORKING DAYS PER MONTH	6	7	11	15	19	20	21	21	20	16	11	5	6	7	11	15	19	20	21	21	20	16	11	5	

Section 905 - Proposal

Reconstruction of Landon Road

City of Gulfport, Mississippi

Harrison County

Project No. STP-9138-00(002)LPA / 107221-701000

SECTION 905 - PROPOSAL

Date 08.16.24

TO: City of Gulfport
Gulfport, Mississippi

Sirs: The following proposal is made on behalf of T.L. Wallace Construction, Inc.
of Columbia, MS 39429

for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of the City of Gulfport, Mississippi.

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and any Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid, in accordance with the above.

I (We) acknowledge that this proposal will be found irregular and/or non-responsive unless a certified check, cashier's check, or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law) is submitted electronically with the proposal or is delivered to the office of Procurement Department located at 1410 24th Ave., Gulfport, MS, prior to the bid opening time specified in the advertisement.

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.
4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

SECTION 905 - PROPOSAL (CONTINUED)

I (We) shall submit electronically with our proposal or deliver prior to the bid opening time a certified check, cashier's check or bid bond for **five percent (5%) of total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bond within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the State of Mississippi as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

I (We) hereby certify by conventional signature below of a paper bid submission, or by digital signature of an electronic submission via any authorized electronic submittal software, of the Section 905 proposal below, that all certifications, disclosures and affidavits incorporated herein are deemed to be duly executed in the aggregate, fully enforceable and binding upon delivery of the bid proposal. I (We) further acknowledge that this certification shall not extend to the bid bond or alternate security which must be separately executed for the benefit of the _____. This signature does not cure deficiencies in any required certifications, disclosures and/or affidavits. I (We) also acknowledge the right of the City of Gulfport to require full and final execution on any certification, disclosure or affidavit contained in the proposal at the City of Gulfport's election upon award. Failure to so execute at the request within the time allowed in the Standard Specifications for execution of all contract documents will result in forfeiture of the bid bond or alternate security.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. 1 DATED 8/13/2024 ADDENDUM NO. _____ DATED _____
ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____

TOTAL ADDENDA: _____
(Must agree with total addenda issued prior to opening of bids)

Addendum 1:
a. Replace Table of Contents
b. Insert Notice to Bidders 8003.
c. Replace Section 905 Proposal Sheets.
d. Replace Section 905 Bid Sheets.
A Notice to Bidders with Contractor Questions and Answers was added.

Respectfully submitted,

DATE: 08.16.24

T. L. WALLACE CONSTRUCTION, INC.
Contractor

BY: _____ ,DAVID CLARK

TITLE: VICE PRESIDENT

ADDRESS: 4025 HWY 35 NORTH,

CITY: COLUMBIA, MISSISSIPPI 39429

PHONE: 601.736.4525

FAX: N/A

EMAIL: CIVIL.BIDS@TLWALLACE.COM

SECTION 905 PROPOSAL (Bid Sheet No. 2-1)
Addendum 1

PROJECT NUMBER: STP-9138-00(002)LPA / 107221-701000
COUNTY: HARRISON
PROJECT DESCRIPTION: RECONSTRUCTION OF LANDON ROAD FROM COLEMAN ROAD TO US HIGHWAY 49

I (We) agree to complete the entire project within the specified contract time.

***** SPECIAL NOTICE TO BIDDERS *****
BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED
BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEETS IS SIGNED

BID SCHEDULE

Line No.	PAY ITEM NO.	FUEL ADJUSTMENT CODE	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
00010	201-A001		1	LS	Clearing and Grubbing	$45,000.00	$45,000.00
00020	201-B001		1	ACRE	Clearing and Grubbing	$14,800.00	$14,800.00
00030	202-B004		663	SY	Removal of Asphalt Driveways, All Depths	$19.05	$12,630.15
00040	202-B008		839	SY	Removal of Asphalt Pavement, All Depths, Including Soil Cement Base	$35.80	$30,036.20
00050	202-B050		283	LF	Removal of Concrete Combination Curb & Gutter	$21.80	$6,169.40
00060	202-B052		53	SY	Removal of Concrete Driveways, All Depths	$26.80	$1,420.40
00070	202-B057		3	EA	Removal of Concrete Junction Box, Manhole and Inlet, All Sizes	$1,040.00	$3,120.00
00080	202-B059		38	SY	Removal of Concrete Median & Island Pavement, All Depths	$20.60	$782.80
00090	202-B191		579	LF	Removal of Pipe, 8" And Above	$28.10	$16,269.90
00100	202-B206		9	EA	Removal of Right-Of-Way Marker	$174.00	$1,566.00
00110	202-B215		14	EA	Removal of Sign Including Post & Footing	$185.50	$2,597.00
00120	203-EX014	E	1,526	CY	Borrow Excavation, AH, FME, Class B5	$29.00	$44,254.00
00130	203-G001	E	4,900	CY	Excess Excavation, FM, AH	$19.00	$93,100.00
00140	206-A001	S	702	CY	Structure Excavation	$27.00	$18,954.00
00150	209-A004		7,818	SY	Geotextile Stabilization, Type V	$4.15	$32,444.70
00160	213-C001		1	TON	Superphosphate	$1,400.00	$1,400.00

BID SCHEDULE							
Line No.	PAY ITEM NO.	FUEL ADJUSTMENT CODE	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
00170	220-A001		1	ACRE	Insect Pest Control	**$30.00**	**$30.00**
00180	223-A001		8	ACRE	Mowing	**$50.00**	**$400.00**
00190	225-A001		2	ACRE	Grassing	$1,750.00	$3,500.00
00200	225-B001		1	TON	Agricultural Limestone	$1,280.00	$1,280.00
00210	225-C001		3	TON	Mulch, Vegetative Mulch	$989.00	$2,967.00
00220	226-A001		2	ACRE	Temporary Grassing	$1,520.00	$3,040.00
00230	907-234-A001		2,536	LF	Temporary Silt Fence	$4.40	$11,158.40
00240	907-234-D001		4	EA	Inlet Siltation Guard	$680.75	$2,723.00
00250	237-A002		457	LF	Wattles, 20"	$4.55	$2,079.35
00260	245-A001		30	LF	Silt Dike	$24.35	$730.50
00270	246-A002		517	EA	Sandbags	$5.25	$2,714.25
00280	249-A001		1	TON	Riprap for Erosion Control	$110.00	$110.00
Alternate Crushed Stone Items							
00290	304-F001	GT	5,000	TON	3/4" and Down Crushed Stone Base	N/A	
OR							
00300	304-F002	GT	5,000	TON	Size 610 Crushed Stone Base	$76.00	$380,000.00
OR							
00310	304-F003	GT	5,000	TON	Size 825B Crushed Stone Base	N/A	
00320	403-A002	BA1	913	TON	12.5-mm, MT, Asphalt Pavement	$198.00	$180,774.00
00330	403-A005	BA1	2,168	TON	19-mm, MT, Asphalt Pavement	$185.70	$402,597.60
00340	403-A014	BA1	971	TON	9.5-mm, MT, Asphalt Pavement	$198.00	$192,258.00
00350	403-B002	BA1	1,064	TON	12.5-mm, MT, Asphalt Pavement, Leveling	$158.00	$168,112.00
00360	406-A002		7,966	SY	Cold Milling of Bituminous Pavement, All Depths	$9.35	$74,482.10
00370	407-A001	A2	1,804	GAL	Asphalt for Tack Coat	$4.65	$8,388.60
00380	503-C010		1,498	LF	Saw Cut, Full Depth	$12.35	$18,500.30

BID SCHEDULE							
Line No.	PAY ITEM NO.	FUEL ADJUSTMENT CODE	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
00390	907-504-A004	C	567	SY	6" Fiber-reinforced Concrete Pavement	$181.00	$102,627.00
00400	601-B001	S	38	CY	Class "B" Structural Concrete, Minor Structures	$2,615.00	$99,370.00
00410	602-A001	S	7,884	LBS	Reinforcing Steel	$2.75	$21,681.00
00420	603-ALT003	S	50	LF	18" Type A Alternate Pipe	$83.20	$4,160.00
00430	603-CA011	S	1,544	LF	18" Reinforced Concrete Pipe, Class III	$83.20	$128,460.80
00440	603-CA022	S	160	LF	18" Reinforced Concrete Pipe, Class V, Jacked or Bored	$873.75	$139,800.00
00450	603-CA026	S	24	LF	24" Reinforced Concrete Pipe, Class III	$92.90	$2,229.60
00460	603-CA040	S	8	LF	30" Reinforced Concrete Pipe, Class III	$117.00	$936.00
00470	603-CB003	S	2	EA	18" Reinforced Concrete End Section	$1,100.00	$2,200.00
00480	603-CB004	S	1	EA	24" Reinforced Concrete End Section	$2,710.00	$2,710.00
00490	603-CB005	S	1	EA	30" Reinforced Concrete End Section	$2,860.00	$2,860.00
00500	604-A001		1,422	LBS	Castings	$6.10	$8,674.20
00510	608-A001	S	1,749	SY	Concrete Sidewalk, Without Reinforcement	$81.45	$142,456.05
00520	907-608-C001		392	SF	Detectable Warning Panels	$34.90	$13,680.80
00530	609-B002	S	494	LF	Concrete Curb, Header	$34.90	$17,240.60
00540	609-B003	S	247	LF	Concrete Curb, Special Design	$75.65	$18,685.55
00550	609-D008	S	2,781	LF	Combination Concrete Curb and Gutter Type 3A	$32.60	$90,660.60
00560	907-611-B001	S	3,859	SF	Brick Pavers	$29.10	$112,296.90
00570	614-A001	S	301	SY	Concrete Driveway, Without Reinforcement	$116.50	$35,066.50
00590	617-A001		33	EA	Right-of-Way Marker	$407.25	$13,439.25
00600	618-A001		1	LS	Maintenance of Traffic	$186,800.00	$186,800.00
00610	619-A1002		3,711	LF	Temporary Traffic Stripe, Continuous White	$1.20	$4,453.20
00620	619-A2002		3,899	LF	Temporary Traffic Stripe, Continuous Yellow	$1.20	$4,678.80

BID SCHEDULE							
Line No.	PAY ITEM NO.	FUEL ADJUSTMENT CODE	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
00630	619-A3002		522	LF	Temporary Traffic Stripe, Skip White	$1.20	$626.40
640	619-A5001		2,687	LF	Temporary Traffic Stripe, Detail	$1.75	$4,702.25
00650	619-A6001		493	SF	Temporary Traffic Stripe, Legend	$3.50	$1,725.50
00660	619-A6002		2,214	LF	Temporary Traffic Stripe, Legend	$1.75	$3,874.50
00670	619-D1001		271	SF	Standard Roadside Construction Signs, Less than 10 Square Feet	$19.80	$5,365.80
00680	619-D2001		320	SF	Standard Roadside Construction Signs, 10 Square Feet or More	$19.80	$6,336.00
00690	907-619-E3001		2	EA	Changeable Message Sign	$11,700.00	$23,400.00
00700	619-G4001		392	LF	Barricades, Type III, Double Faced	$40.75	$15,974.00
00710	619-G5001		67	EA	Free Standing Plastic Drums	$69.80	$4,676.60
00720	619-G6001		4	EA	Warning Lights, Type "A"	$174.50	$698.00
00730	619-H1001		1	LS	Traffic Signals	$7,970.00	$7,970.00
00740	620-A001		1	LS	Mobilization	$470,000.00	$470,000.00
00750	626-A003		2,254	LF	6" Thermoplastic Traffic Stripe, Skip White	$2.35	$5,296.90
00760	626-B003		337	LF	6" Thermoplastic Traffic Stripe, Continuous White	$2.35	$791.95
00770	626-C003		2,341	LF	6" Thermoplastic Edge Stripe, Continuous White	$2.35	$5,501.35
00780	626-D004		537	LF	6" Thermoplastic Traffic Stripe, Skip Yellow	$2.35	$1,261.95
00790	626-E003		3,536	LF	6" Thermoplastic Traffic Stripe, Continuous Yellow	$2.35	$8,309.60
00800	626-G002		4,718	LF	Thermoplastic Detail Stripe, White	$3.50	$16,513.00
00810	626-G003		1,049	LF	Thermoplastic Detail Stripe, Yellow	$3.50	$3,671.50
00820	626-H004		1,049	SF	Thermoplastic Legend, White	$11.65	$12,220.85
00830	626-H005		1,545	LF	Thermoplastic Legend, White	$4.65	$7,184.25
00840	627-J001		10	EA	Two-Way Clear Reflective High Performance Raised Markers	$11.15	$111.50
00850	627-K001		149	EA	Red-Clear Reflective High Performance Raised Markers	$11.65	$1,735.85

BID SCHEDULE							
Line No.	PAY ITEM NO.	FUEL ADJUSTMENT CODE	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
00860	627-L001		172	EA	Two-Way Yellow Reflective High Performance Raised Markers	$11.65	$2,003.80
00870	630-A001		60	SF	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	$40.75	$2,445.00
00880	630-A005		81	SF	Standard Roadside Signs, Sheet Aluminum, 0.1" Thickness	$40.75	$3,300.75
00890	630-K002		219	LF	Welded & Seamless Steel Pipe Posts, 3"	$64.00	$14,016.00
00900	907-630-O004		3	EA	Remove and Reset Sign, All Sizes	$355.50	$1,066.50
00910	907-632-A007		1	EA	Solid State Traffic Cabinet Assembly, Type III Cabinet, Type 1 Controller	$26,000.00	$26,000.00
00920	907-632-C001		1	EA	Modify Existing Traffic Signal Cabinet Assembly	$3,990.00	$3,990.00
00930	907-632-J001		1	EA	Power Service Pedestal	$5,180.00	$5,180.00
00940	907-633-A001		2	EA	Uninterruptable Power Supply	$4,600.00	$9,200.00
00950	907-634-A043		1	EA	Traffic Signal Equipment Pole, Type II(L), 30' Shaft, 35' Arm	$19,800.00	$19,800.00
00960	907-634-A044		1	EA	Traffic Signal Equipment Pole, Type II(L), 30' Shaft, 40' Arm	$26,700.00	$26,700.00
00970	907-634-A048		1	EA	Traffic Signal Equipment Pole, Type II(L), 30' Shaft, 60' Arm	$38,300.00	$38,300.00
00980	907-634-A049		1	EA	Traffic Signal Equipment Pole, Type II(L), 30' Shaft, 65' Arm	$39,600.00	$39,600.00
00990	907-634-A545		1	EA	Traffic Signal Equipment Pole, Type VI, 8' Shaft	$3,320.00	$3,320.00
01000	907-634-C002		17	CY	Pole Foundations, Class "DS" Concrete	$1,670.00	$28,390.00
01010	635-A059		6	EA	Traffic Signal Head, Type 1	$1,160.00	$6,960.00
01020	635-A061		3	EA	Traffic Signal Head, Type 2	$1,160.00	$3,480.00
01030	635-A065		2	EA	Traffic Signal Head, Type 2 FYA	$1,780.00	$3,560.00
01040	635-A070		2	EA	Traffic Signal Head, Type 3	$1,720.00	$3,440.00
01050	635-A074		1	EA	Traffic Signal Head, Type 4R	$1,600.00	$1,600.00
01060	635-A076		6	EA	Traffic Signal Head, Type 6	$808.50	$4,851.00
01070	907-636-B003		578	LF	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 10, 2 Conductor	$2.95	$1,705.10
01080	907-636-B014		1,010	LF	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 5 Conductor	$2.95	$2,979.50

BID SCHEDULE							
Line No.	PAY ITEM NO.	FUEL ADJUSTMENT CODE	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
01090	907-636-B016		685	LF	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 8 Conductor	$4.10	$2,808.50
01100	907-636-B025		33	LF	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 6, 3 Conductor	$14.55	$480.15
01110	907-636-B028		256	LF	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 8, 3 Conductor	$4.65	$1,190.40
01120	907-636-D006		185	LF	Electric Cable, Aerial Supported in Conduit, IMSA 20-1, AWG 14, 5 Conductor	$3.80	$703.00
01130	907-636-D008		441	LF	Electric Cable, Aerial Supported in Conduit, IMSA 20-1, AWG 14, 8 Conductor	$4.95	$2,182.95
01140	907-637-A002		7	EA	Pullbox Enclosure, Type 2	$1,200.00	$8,400.00
01150	907-637-A003		1	EA	Pullbox Enclosure, Type 3	$2,110.00	$2,110.00
01160	907-637-C028		109	LF	Traffic Signal Conduit, Underground, Type 4, 2"	$11.65	$1,269.85
01170	907-637-C030		36	LF	Traffic Signal Conduit, Underground, Type 4, 3"	$16.30	$586.80
01180	907-637-D002		162	LF	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 2"	$22.15	$3,588.30
01190	907-637-D003		318	LF	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 3"	$25.60	$8,140.80
01200	907-639-J001		1	EA	Type 3 Intersection Device	$7,770.00	$7,770.00
01210	907-643-A004		4	EA	Video Vehicle Detection Sensor, Type 1A	$5,270.00	$21,080.00
01220	907-643-B001		578	LF	Video Vehicle Detection Cable	$1.50	$867.00
01240	907-645-B001		6	EA	Accessible Pedestrian Detection Assembly	$930.75	$5,584.50
01250	646-C001		1	EA	LED Blank-Out Sign	$7,280.00	$7,280.00
01260	647-A001		1	LS	Removal of Existing Traffic Signal Equipment	$8,140.00	$8,140.00
01270	907-653-B001		30	SF	Street Name Sign	$96.00	$2,880.00
01280	660-A003		2	EA	Equipment Cabinet, Type B	$8,130.00	$16,260.00
01290	682-A010		1,810	LF	Underground Branch Circuit, AWG 10, 3 Conductor	$9.60	$17,376.00
01300	682-A018		100	LF	Underground Branch Circuit, AWG 2, 3 Conductor	$18.90	$1,890.00
01310	682-A034		80	LF	Underground Branch Circuit, AWG 6, 3 Conductor	$11.95	$956.00

BID SCHEDULE							
Line No.	PAY ITEM NO.	FUEL ADJUSTMENT CODE	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
01320	682-A039		1,445	LF	Underground Branch Circuit, AWG 8, 3 Conductor	$10.80	$15,606.00
01330	682-B032		150	LF	Underground Branch Circuit, Jacked or Bored, AWG 6, 3 Conductor	$20.40	$3,060.00
01340	682-B037		300	LF	Underground Branch Circuit, Jacked or Bored, AWG 8, 3 Conductor	$17.75	$5,325.00
01350	682-D003		5	EA	Underground Pull Box	$1,690.00	$8,450.00
01360	682-E003		8	EA	Underground Junction Box With Concrete Pad	$2,590.00	$20,720.00
01370	682-F001		1	EA	Secondary Power Controller	$13,900.00	$13,900.00
01380	907-683-PP001		8	EA	Lighting Assembly, Per Plans 38 ft, Low Mast	$21,900.00	$175,200.00
01390	907-683-PP001		7	EA	Lighting Assembly, Per Plans 28 ft, Low Mast	$20,000.00	$140,000.00
01400	684-A004		41	CY	Pole Foundation, 30" Diameter	$1,410.00	$57,810.00
01410	699-A001		1	LS	Roadway Construction Stakes	$57,100.00	$57,100.00
01420	815-A002	S	8	TON	Loose Riprap, Size 100	$110.00	$880.00
01430	907-899-A001		1	LS	Railway-Highway Provisions	$60,000.00	$60,000.00
						TOTAL	$4,474,987.15

SECTION 905 PROPOSAL (Bid Sheet No. 2-3)

PROJECT NUMBER: STP-9138-00(002)LPA / 107221-701000
COUNTY: HARRISON

PROJECT DESCRIPTION: RECONSTRUCTION OF LANDON ROAD FROM COLEMAN ROAD TO US HIGHWAY 49

COMPLETE ITEM NOS. 1, 2 AND/OR 3 AS APPROPRIATE. SEE NOTICE TO BIDDERS NO. 5266 AND SUPPLEMENT

1. **I/We agree that no less than 5 percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).**

2. **Classification of Bidder: Small Business (DBE) ____ Small Business (WBE) _____**

3. **A joint venture with a Small Business (DBE/WBE): YES _____**

***** SIGNATURE STATEMENT *****

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFY THAT THE FIGURES SHOWN THERIN CONSTITUTE THEIR OFFICIAL BID.

DAVID CLARK, VICE PRESIDENT

BIDDER'S SIGNATURE

Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports

The Bidder X, proposed Subcontractor ____, hereby certifies that he has X, has not ____, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has X, has not ____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

T. L. WALLACE CONSTRUCTION, INC.
(COMPANY)

BY Dak

VICE PRESIDENT
(TITLE)

DATE: 08.16.24

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NON-COLLUSION AFFIDAVIT
(Execute in duplicate)

I, DAVID CLARK,
(Name of person signing affidavit)

individually, and in my capacity as VICE PRESIDENT of
(Title)

T. L. WALLACE CONSTRUCTION, INC. do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that

T. L. WALLACE CONSTRUCTION, INC., Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. STP-9138-00(002)/LPA/107221-701000,

in HARRISON County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and

d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000. The bidder shall include the language of the certification in all subcontracts exceeding $100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on 08.16.24 _____ ,DAVID CLARK, VP.
Signature

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NON-COLLUSION AFFIDAVIT
(Execute in duplicate)

I, DAVID CLARK,
(Name of person signing affidavit)

individually, and in my capacity as VICE PRESIDENT of
(Title)

T. L. WALLACE CONSTRUCTION, INC. do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

T. L. WALLACE CONSTRUCTION, INC., Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. STP-9138-00(002)LPA/107221-701000,

in _____ County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and

d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Revised: 1/15/2009

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000. The bidder shall include the language of the certification in all subcontracts exceeding $100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on 08.16.24

Signature

DAVID CLARK, VP

Section 902 – Contract Form

Reconstruction of Landon Road

City of Gulfport, Mississippi

Harrison County

Project No. STP-9138-00(002)LPA / 107221-701000

LOCAL PUBLIC AGENCY (LPA)

SECTION 902

CONTRACT FOR _____
LOCATED IN THE COUNTY(IES) OF _____
STATE OF MISSISSIPPI,_____

This Contract is entered into by and between the Local Public Agency

_____ (the "LPA") and the undersigned contractor (the "Contractor"), as follows:

As consideration for this Contract, the LPA agrees to pay the Contractor the amount(s) set out in the Proposal attached hereto. Said payment will be made in the manner and at the time(s) specified in the Specifications and/or Special Provisions, if any. In exchange for said consideration, the Contractor hereby agrees to accept the prices stated in the Proposal as full compensation for the furnishing of all labor, materials and equipment, and the execution of the scope of work identified for this referenced Project as contemplated in this Contract, and as more fully outlined in the Contract Documents (the "Work"). The Contract Documents consist of the Advertisement, the Notice to Bidders, the Proposal, the Specifications, the Special Provisions, and the approved Plans, all of which are hereby made a part of this Contract and incorporated herein by reference.

The Contractor shall be responsible for all loss or damage arising out of, or in any way in connection with the Work, or from any unforeseen obstructions or difficulties that may be encountered in the prosecution of the Work, and for all risks of every description connected with the Work, with the exception of any items specifically excluded in the Contract Documents. The Contractor shall fully and faithfully complete the Work in a good and workmanlike manner, according to the Contract Documents and any Supplemental Agreements thereto.

The Contractor further agrees that the Work shall be done under the direct supervision of, and to the complete satisfaction of, the LPA, or their authorized representative(s), and, when federal funds are involved, subject to the inspection at all times by the Mississippi Department of Transportation or the Federal Highway Administration, or its agents, and/or the agents of any other state or federal agency whose funds are involved. Further, the Work shall be done in accordance with any applicable state and federal laws, and any such rules and regulations issued by the Mississippi Transportation Commission and/or any relevant Federal Agency.

The Contractor agrees that all labor as outlined in the Contract Documents may be secured from a list furnished by the Manager of the Win Job Center nearest the project location, or any successor thereto.

It is agreed and understood that each and every provision of law and clause required by law to be inserted into this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein. If through mere mistake or otherwise, any such provision is not inserted, then upon the application of either party hereto, the Contract shall be physically amended to make such insertion.

LOCAL PUBLIC AGENCY (LPA)

The Contractor agrees that he has read each and every clause of the Contract Documents, and fully understands the meaning of same, and hereby acknowledges that he will comply with all terms, covenants and agreements therein.

Witness our signatures, this the _____ day of _____, 20___.

_____
Contractor

By: _____
Title: _____

_____
Signed and sealed in the presence of: (name and address of witness)

_____
_____

_____(LPA)

_____
LPA Official

_____
LPA Clerk

Award authorized by the LPA in session on the ____ day of _____, _____, Minute Book No._____, Page No. _____.

Section 903 – Contract Bond Forms

Reconstruction of Landon Road

City of Gulfport, Mississippi

Harrison County

Project No. STP-9138-00(002)LPA / 107221-701000

LOCAL PUBLIC AGENCY (LPA)

SECTION 903
PAYMENT BOND

PAYMENT BOND FOR THE FOLLOWING CONTRACT:
Project No.: _____

For the construction of: _____

Contract date: _____ Contract amount: _____

FOR OWNER: _____
(LPA, Address)

CONTRACTOR (full legal name, contact person, phone number and address):

_____
_____
_____

SURETY (legal name, phone number, principal place of business and address ***for notice purposes***):

_____
_____
_____

Second Surety (if applicable):

_____
_____
_____

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, to the Owner for payment of labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference, subject to the following terms:

1. If the Contractor promptly makes payment of all sums due to any and all subcontractors, suppliers and/or laborers, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Contract, then the Surety and the Contractor shall have no obligation under this Bond.

2. The Owner shall provide notice to the Surety of any claims, demands, liens or suits against the Owner or the Owner's property that it receives from any person or entity ("Claimants") seeking payment for labor, materials or equipment furnished for use in the performance of the Contract.

3. Upon notice of any claims, demands, liens or suits provided by the Owner or Contractor or given to the Surety by a Claimant, the Surety shall promptly and at the Surety's expense, defend, indemnify and hold harmless the Owner against said claim, demand, lien or suit and shall take the following additional actions:
   (a) Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
   (b) Pay or arrange for payment of any undisputed amounts.

4. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Owner shall not be liable for the payment of any costs or expenses of

any Claimant under this Bond, and shall have no obligation under this Bond to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

5. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

6. The penal sum of the Bond shall be subject to increase or decrease based on any subsequent Supplemental Agreements and/or final contract quantities.

CONTRACTOR AS PRINCIPAL
Company: _____

Signature: _____
Name: _____
Title: _____
Address: _____
_____

SURETY
Company: _____

Signature: _____ MS Insurance ID # _____
Name: _____
Title: _____
Address: _____
_____

SURETY (if applicable)
Company: _____

Signature: _____ MS Insurance ID # _____
Name: _____
Title: _____
Address: _____
_____

SECTION 903
PERFORMANCE BOND

PERFORMANCE BOND FOR THE FOLLOWING CONTRACT:
Project No.: _____

For the construction of: _____

Contract date: _____ Contract amount: _____

FOR OWNER: _____
(LPA, Address)

CONTRACTOR (full legal name, contact person, phone number and address):

_____
_____
_____
_____

SURETY (legal name, phone number, principal place of business and address ***for notice purposes***):

_____
_____
_____

Second Surety (if applicable):

_____
_____
_____

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, to the Owner for the performance of the Contract, which is incorporated herein by reference, and subject to the following terms:

1. If the Contractor fully and faithfully performs the Contract, the Surety and the Contractor shall have no obligation under this Bond.

2. The Surety's obligation under this Bond shall arise after:
   (a) the Owner first provides notice to the Contractor and the Surety that termination is imminent, pursuant to the current edition of the Mississippi Standard Specifications for Road and Bridge Construction, which is a part of the Contract; and
   (b) the Owner declares a Contractor Default, terminates the Contract, and notifies the Surety.

3. The Surety shall promptly and at the Surety's expense, take one of the following actions:
   (a) Arrange for the Contractor, with the consent of the Owner, to perform and complete the Contract; or
   (b) Undertake to perform and complete the Contract itself, through its agents or independent contractors.

4. If the Surety does not proceed as provided in Paragraph 3, within 20 calendar days as set forth in Section 108.08 of the current edition of the Mississippi Standard Specifications for Road and Bridge Construction, then the Surety shall be deemed to be in default on this Bond, and the Owner shall be entitled to enforce any remedy available to it under the Contract and applicable law.

5. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

(a) the responsibilities of the Contractor for correction of defective work and completion of the Contract;
(b) additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 3; and
(c) liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.

6. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

7. The penal sum of the Bond shall be subject to increase or decrease based on any subsequent Supplemental Agreements and/or final contract quantities.

8. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address listed for notice purposes on the first page of this Bond.

CONTRACTOR AS PRINCIPAL
Company: _____

Signature: _____
Name: _____
Title: _____
Address: _____
_____

SURETY
Company: _____

Signature: _____ MS Insurance ID # _____
Name: _____
Title: _____
Address: _____
_____

SURETY (if applicable)
Company: _____

Signature: _____ MS Insurance ID # _____
Name: _____
Title: _____
Address: _____
_____

Executive Compensation Certification

Reconstruction of Landon Road

City of Gulfport, Mississippi

Harrison County

Project No. STP-9138-00(002)LPA / 107221-701000

MDOT Certification Form for Sub-Awards
Executive Compensation Reporting for Transparency Act

On behalf of the entity named below, I certify that I have personally read and reviewed the executive compensation reporting requirements of the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA], and certify under penalty of perjury pursuant to Section 97-9-61, Mississippi Code of 1972, as amended, the following:

Local Entity Name: City of Gulfport, Mississippi

Unique Entity Identifier (UEI) Number : G8SCFJ32K4N5 (required)

X The local entity listed below receiving federal funds from MDOT **is not** required to report executive compensation under the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA].

_____ The local entity listed below receiving federal funds from MDOT **is required** to report executive compensation under the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA], listed below are the names and total annual compensation of the five most highly compensated officers of the entity:

	NAME	TOTAL ANNUAL COMPENSATION
1.		
2.		
3.		
4.		
5.		

The entity acknowledges that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. §§ 1001 (false statements) and 1621 (perjury), and 28 U.S.C. §1746 (declarations under penalty of perjury). The entity also acknowledges that said projects, including certifications provided in connection with such projects and grants are subject to review by the Mississippi Department of Transportation, the Mississippi State Auditor, and the Mississippi Office of Attorney General.

Entity Chief Official

10/10/2023
Date

Guidance for Federal Spending Transparency

Reconstruction of Landon Road

City of Gulfport, Mississippi

Harrison County

Project No. STP-9138-00(002)LPA / 107221-701000

Guidance for Federal Spending Transparency:
Subaward and Executive Compensation Data
Reporting Requirements for FFATA Implementation

Summary

1. Prime awardees and sub awardees of Federal financial assistance must report executive compensation data if they meet the statutory reporting thresholds. For the Federal-aid Highway Program, this means that the State, and any subawardees of Federal-aid funds through the State, is subject to the executive compensation reporting requirement.

• names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Background

Beginning October 1, 2010, guidance directs compliance with the Transparency Act to report prime and first-tier subaward data. Federal agencies and prime awardees will report to ensure disclosure of Federal contract and grant subaward and executive compensation data.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the Office of Management and Budget ("OMB") to ensure the establishment of a publicly available website that contains the following information about each Federal award:

• name of the entity receiving the award;

• amount of the award;

• information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number, program source, award title descriptive of the purpose of each funding action;

• location of the entity receiving the award and primary location of performance under the award, including city, State, congressional district, and country;

• unique identifier of the entity receiving the award and the parent entity of the recipient, should the entity be owned by another entity; and

• names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Form – OCR-481-LPA

Reconstruction of Landon Road

City of Gulfport, Mississippi

Harrison County

Project No. STP-9138-00(002)LPA / 107221-701000

OCR-481-LPA
REV. 06/16

LPA PROJECT

DISADVANTAGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER :

NAME OF DBE FIRM: ☐ RACE CONSCIOUS ☐ RACE NEUTRAL

COUNTY:

CITY :

A	B	C
REFERENCE NUMBER OF ITEMS	PERCENT WORK SUBCONTRACTED , (SEE NOTE 4 & 5 BELOW)	VALUE OF ITEM (SUBCONTRACTED , MANUFACTURED OR SUPPLIED)
TOTAL		
PER CENT OF TOTAL BID		

*** I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE. ***

SIGNATURE OF DBE

SIGNATURE OF PRIME

DATE APPROVED:

Prime Contractor Firm Name

APPROVED BY:

LPA Project Director Name (Printed)

Submitted By Name

LPA Project Director (Signature)

TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LISTED ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF %.

INSTRUCTIONS :

1. SUBMIT THIS FORM TO THE **LPA Project Director** ***FOR THEIR SIGNATURE*** NO LATER THAN THE THIRD (3) BUSINESS DAY AFTER THE OPENING OF THE BIDS.
2. 60 % CREDIT IS ALLOWED TOWARD THE DBE GOAL FOR SUPPLIERS.
3. THE ACTUAL SUBCONTRACT AGREEMENT MUST EQUAL OR EXCEED THE DOLLAR AMOUNT SHOWN IN COLUMN " C ".
4. IF THE DBE FIRM PERFORMS " ALL OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM ENTER 100 % IN COLUMN " B ".
5. IF THE DBE FIRM PERFORMS " A PORTION OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM THE PERCENTAGE IS CALCULATED BASED ON THE TOTAL VALUE OF THE ITEM AND ENTERED IN COLUMN " B ". A BREAKDOWN OF THE COST MUST ACCOMPANY THIS SITUATION.

OCR-481-LPA
REV. 06/16

LPA PROJECT

DISADVANTAGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER :

NAME OF DBE FIRM: ☐ RACE CONSCIOUS ☐ RACE NEUTRAL

COUNTY:

CITY :

A	B	C
REFERENCE NUMBER OF ITEMS	PERCENT WORK SUBCONTRACTED , (SEE NOTE 4 & 5 BELOW)	VALUE OF ITEM (SUBCONTRACTED , MANUFACTURED OR SUPPLIED)
TOTAL		
PER CENT OF TOTAL BID		

*** I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE. ***

SIGNATURE OF DBE

SIGNATURE OF PRIME

DATE APPROVED:

Prime Contractor Firm Name

APPROVED BY:

LPA Project Director Name (Printed)

Submitted By Name

LPA Project Director (Signature)

TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LISTED ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF %.

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4. IF THE DBE FIRM PERFORMS " ALL OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM ENTER 100 % IN COLUMN " B ".
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OCR-481-LPA
REV. 06/16

LPA PROJECT

DISADVANTAGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER :

NAME OF DBE FIRM: ☐ RACE CONSCIOUS ☐ RACE NEUTRAL

COUNTY:

CITY :

A	B	C
REFERENCE NUMBER OF ITEMS	PERCENT WORK SUBCONTRACTED , (SEE NOTE 4 & 5 BELOW)	VALUE OF ITEM (SUBCONTRACTED , MANUFACTURED OR SUPPLIED)
TOTAL		
PER CENT OF TOTAL BID		

*** I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE. ***

SIGNATURE OF DBE

SIGNATURE OF PRIME

DATE APPROVED:

Prime Contractor Firm Name

APPROVED BY:

LPA Project Director Name (Printed)

Submitted By Name

LPA Project Director (Signature)

TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LISTED ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF %.

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1. SUBMIT THIS FORM TO THE **LPA Project Director** ***FOR THEIR SIGNATURE*** NO LATER THAN THE THIRD (3) BUSINESS DAY AFTER THE OPENING OF THE BIDS.
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Form – OCR-485-LPA

Reconstruction of Landon Road

City of Gulfport, Mississippi

Harrison County

Project No. STP-9138-00(002)LPA / 107221-701000

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: STP-9138-00(002)LPA/107221-701000
County: Harrison

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: Gulf Coast Solutions, LLC
Contact Name/Title: Yvette Breazeale, Managing Member
Firm Mailing Address 12300 Big Creek Rd Gulfport, MS 39503
Phone Number: 228-234-9510
✓ DBE Firm ____ Non-DBE Firm

Firm Name: J.L. McCool Contractors
Contact Name/Title: Andrea Gibbs Smith, Manager
Firm Mailing Address PO Box 1765 Pascagula, MS 39568
Phone Number: 228-769-9771
____ DBE Firm ✓ Non-DBE Firm

Firm Name: Landmark Contracting
Contact Name/Title: Colby Waller, Project Manager
Firm Mailing Address PO Box 2391 Gulfport, MS 39503
Phone Number: 228-831-4425
____ DBE Firm ✓ Non-DBE Firm

Firm Name: Simmons Erosion Control
Contact Name/Title: Blaise Thomas, Manager
Firm Mailing Address 6690 Steve Lee Drive Lake, MS 39092
Phone Number: 601-775-3305
✓ DBE Firm ____ Non-DBE Firm

Firm Name: Warren Paving
Contact Name/Title: Carlos Morales
Firm Mailing Address PO Box 2545 Gulfport, MS 39503
Phone Number: 228-896-8003
____ DBE Firm ✓ Non-DBE Firm

SUBMITTED BY (Signature)

T.L. Wallace Construction
FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not **signed** and included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.

Please make copies of this form when needed and also add those copies to the bid package.

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: STP-9138-00(002)LPA/107221-701000
County: Harrison

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: Clearpoint Engineers
Contact Name/Title: Tony Lucas, Manager
Firm Mailing Address 6652 US Hwy 98 Hattiesburg, MS 39402
Phone Number: 601-261-2609
____ DBE Firm ✓ Non-DBE Firm

Firm Name: Holden Earth Moving & Construction Co.
Contact Name/Title: Trey Evans VP
Firm Mailing Address 8525 W. Oaklawn Rd. Biloxi, MS 39532
Phone Number: 228-392-2336
____ DBE Firm ✓ Non-DBE Firm

Firm Name: Powell Construction Services, Inc.
Contact Name/Title: Heath Powell, PM
Firm Mailing Address 15461 Northup Chevas Rd Gulfport, MS 39503
Phone Number:
____ DBE Firm ✓ Non-DBE Firm

Firm Name:
Contact Name/Title:
Firm Mailing Address
Phone Number:
____ DBE Firm ____ Non-DBE Firm

Firm Name:
Contact Name/Title:
Firm Mailing Address
Phone Number:
____ DBE Firm ____ Non-DBE Firm

SUBMITTED BY (Signature)

T.L. Wallace Construction
FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not **signed** and included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.

Please make copies of this form when needed and also add those copies to the bid package.

SAM.GOV Registration and Unique Entity ID

Reconstruction of Landon Road

City of Gulfport, Mississippi

Harrison County

Project No. STP-9138-00(002)LPA / 107221-701000

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SAM.GOV Registration and Unique Entity ID

Bidders are advised that the Prime Contractor must register and maintain a current registration in the **System for Award Management** (http://sam.gov) at all times during the project. Upon registration, the Contractor will be assigned a SAM Unique Entity ID.

Bidders are advised that prior to the award of this contract, they MUST be registered in the System for Award Management.

I (We) acknowledge that this contract cannot be awarded if I (We) are not registered in the System for Award Management prior to the award of this contract. YES (Yes / No)

I (We) have a SAM Unique Entity ID. YEX (Yes / No)

SAM Unique Entity ID: JMYBJVPMAUR9

Company Name: T. L. WALLACE CONSTRUCTION, INC.

Company e-mail address: CIVIL.BIDS@TLWALLACE.COM

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

KNOWN ALL BY THESE PRESENTS, That we, T. L. Wallace Construction, Inc. , Columbia, MS, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of Gulfport, Mississippi, as Obligee, in the sum of Five Percent of amount bid Dollars (5% of amount bid) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Landon Road Widening Project for a total length of 0.30 miles Federal Aid Project No. STP-9138-00(002)LPA/107221-701000 ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 16th day of August, 2024.

T. L. Wallace Construction, Inc.
(Principal)

By: _____
David Clark, Vice President

Travelers Casualty and Surety Company of America

By: _____
John G. Raines, Attorney-in-Fact

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JOHN G RAINES** of **RIDGELAND**, **Mississippi**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16th** day of **August**, **2024**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

ADDENDUM #1 – ACKNOWLEDGMENT OF RECEIPT

Date: August 13, 2024

Project: STP-9138-00(002)LPA / 107221-701000

Please attach to and make a part of the proposal assembly the attached sheets:

Specifications:
Table of contents – Replace same
Notice to Bidders 8003 - Insert
Section 905 - Proposal: Replace same.
Section 905 – Bid Sheets: Replace same.

Kindly acknowledge receipt and attachment of the proposal sheets by signing below and returning this letter.

Fred M. Tyner, P.E.

T. L. WALLACE CONSTRUCTION, INC.

Contractor

By _____ ,DAVID CLARK, VP

Date 08.13.24

OFFICE of DIRECTOR of ENGINEERING

4050 Hewes Avenue
Gulfport, MS 39507-3903
Phone: (228) 868-5740
Fax: (228) 214-2238

August 13, 2024

Mr. Chuck Starita, P.E.
Mississippi Department of Transportation
District 6 LPA Coordinator
16499-B Highway 49
Saucier, MS 39574

RE: City of Gulfport
Reconstruction of Landon Road from Coleman Road to U.S. Highway 49
STP-9138-00(002)LPA / 107221-701000
Harrison County

Dear Chuck:

Submitted herewith for review and approval is Addendum No. 1 on the above captioned project. The purpose of this addendum is to make the following changes:

1. Replace the Table of Contents in the Specifications with the attached revised Table of Contents.
2. Insert the attached Notice to Bidders 8003 into the Specifications.
3. Replace Section 905 proposal and bid sheets in the Specifications with the attached Section 905 proposal and bid sheets.

Notice to Bidders 8003 is a list of contractor's questions and answers.

Sincerely,

Jeremy Harrison, PE
Director of Engineering

Enclosures

pc: Rick Ferguson, P.E. – Pickering
File

This will constitute formal approval of this addendum:

Transportation Department Approval: Mitchell R Young 8/13/24

Mitchell Young, P.E.
State LPA Engineer

Date

CITY OF GULPORT

SECTION 904 - NOTICE TO BIDDERS NO. 8003 **CODE (SP)**

DATE: **08/13/2024**

SUBJECT: **Questions and Answers**

PROJECT: **STP-9138-00(002)LPA / 107221-701000 – Harrison County**

1. What is the DBE Goal/requirements for the subject project?
The DBE goal is 5% as stated in the supplement to NTB 5605.

2. The project calls for the use of brick pavers. Colored, stamped concrete is a less expensive option used on other projects. Can colored, stamped concrete be used instead of brick pavers to reduce the cost of this project?
No. Brick pavers are the preference of the City of Gulfport.

3. What is the opinion of probable cost?
See attached.

Pickering

Engineer's Estimate

June 27, 2024

RECONSTRUCTION OF LANDON ROAD FROM COLEMAN ROAD TO US HIGHWAY 49

Project No. STP-9138-00(002)LPA / 107221-701000

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
201-A001	Clearing and Grubbing	LS	1	$ 25,000.00	$ 25,000.00
201-B001	Clearing and Grubbing	ACRE	1	$ 10,000.00	$ 10,000.00
202-B004	Removal of Asphalt Driveways, All Depths	SY	663	$ 15.00	$ 9,945.00
202-B008	Removal of Asphalt Pavement, All Depths, Including Soil Cement Base	SY	839	$ 25.00	$ 20,975.00
202-B050	Removal of Concrete Combination Curb & Gutter	LF	283	$ 28.00	$ 7,924.00
202-B052	Removal of Concrete Driveways, All Depths	SY	53	$ 24.00	$ 1,272.00
202-B057	Removal of Concrete Junction Box, Manhole and Inlet, All Sizes	EA	3	$ 300.00	$ 900.00
202-B059	Removal of Concrete Median & Island Pavement, All Depths	SY	38	$ 25.00	$ 950.00
202-B191	Removal of Pipe, 8" And Above	LF	579	$ 25.00	$ 14,475.00
202-B206	Removal of Right-Of-Way Marker	EA	9	$ 100.00	$ 900.00
202-B215	Removal of Sign Including Post & Footing	EA	14	$ 150.00	$ 2,100.00
203-EX014	Borrow Excavation, AH, FME, Class B5	CY	1,526	$ 30.00	$ 45,780.00
203-G001	Excess Excavation, FM, AH	CY	4,900	$ 15.00	$ 73,500.00
206-A001	Structure Excavation	CY	702	$ 30.00	$ 21,060.00
209-A004	Geotextile Stabilization, Type V	SY	7,818	$ 5.50	$ 42,999.00
213-C001	Superphosphate	TON	1	$ 1,100.00	$ 1,100.00
220-A001	Insect Pest Control	ACRE	1	**$ 30.00**	**$ 30.00**
223-A001	Mowing	ACRE	8	**$ 50.00**	**$ 400.00**
225-A001	Grassing	ACRE	2	$ 2,000.00	$ 4,000.00
225-B001	Agricultural Limestone	TON	1	$ 350.00	$ 350.00
225-C001	Mulch, Vegetative Mulch	TON	3	$ 300.00	$ 900.00
226-A001	Temporary Grassing	ACRE	2	$ 1,300.00	$ 2,600.00
907-234-A001	Temporary Silt Fence	LF	2,536	$ 4.10	$ 10,397.60
907-234-D001	Inlet Siltation Guard	EA	4	$ 600.00	$ 2,400.00
237-A002	Wattles, 20"	LF	457	$ 8.00	$ 3,656.00
245-A001	Silt Dike	LF	30	$ 15.00	$ 450.00
246-A002	Sandbags	EA	517	$ 11.00	$ 5,687.00
249-A001	Riprap for Erosion Control	TON	1	$ 106.00	$ 106.00
	ALTERNATIVE ITEMS - CRUSHED STONE				
304-F001	3/4" and Down Crushed Stone Base	TON	5,000	$ 80.00	$ 400,000.00
	OR				
304-F002	Size 610 Crushed Stone Base	TON	5,000	XX	
	OR				
304-F003	Size 825B Crushed Stone Base	TON	5,000	XX	
403-A002	12.5-mm, MT, Asphalt Pavement	TON	913	$ 180.00	$ 164,340.00
403-A005	19-mm, MT, Asphalt Pavement	TON	2,168	$ 180.00	$ 390,240.00
403-A014	9.5-mm, MT, Asphalt Pavement	TON	971	$ 180.00	$ 174,780.00
403-B002	12.5-mm, MT, Asphalt Pavement, Leveling	TON	1,064	$ 200.00	$ 212,800.00
406-A002	Cold Milling of Bituminous Pavement, All Depths	SY	7,966	$ 10.00	$ 79,660.00
407-A001	Asphalt for Tack Coat	GAL	1,804	$ 5.00	$ 9,020.00
503-C010	Saw Cut, Full Depth	LF	1,498	$ 10.00	$ 14,980.00
907-504-A004	6" Fiber-reinforced Concrete Pavement	SY	567	$ 180.00	$ 102,060.00
601-B001	Class "B" Structural Concrete, Minor Structures	CY	38	$ 3,000.00	$ 114,000.00
602-A001	Reinforcing Steel	LBS	7,884	$ 4.00	$ 31,536.00
603-ALT003	18" Type A Alternate Pipe	LF	50	$ 70.00	$ 3,500.00
603-CA011	18" Reinforced Concrete Pipe, Class III	LF	1,544	$ 95.00	$ 146,680.00
603-CA022	18" Reinforced Concrete Pipe, Class V, Jacked or Bored	LF	160	$ 700.00	$ 112,000.00
603-CA026	24" Reinforced Concrete Pipe, Class III	LF	24	$ 100.00	$ 2,400.00
603-CA040	30" Reinforced Concrete Pipe, Class III	LF	8	$ 150.00	$ 1,200.00
603-CB003	18" Reinforced Concrete End Section	EA	2	$ 1,500.00	$ 3,000.00
603-CB004	24" Reinforced Concrete End Section	EA	1	$ 1,700.00	$ 1,700.00
603-CB005	30" Reinforced Concrete End Section	EA	1	$ 2,000.00	$ 2,000.00
604-A001	Castings	LBS	1,422	$ 5.25	$ 7,465.50
608-A001	Concrete Sidewalk, Without Reinforcement	SY	1,749	$ 80.00	$ 139,920.00
907-608-C001	Detectable Warning Panels	SF	392	$ 60.00	$ 23,520.00
609-B002	Concrete Curb, Header	LF	494	$ 45.00	$ 22,230.00
609-B003	Concrete Curb, Special Design	LF	247	$ 55.00	$ 13,585.00
609-D008	Combination Concrete Curb and Gutter Type 3A	LF	2,781	$ 40.00	$ 111,240.00
907-611-B001	Brick Pavers	SF	3,859	$ 50.00	$ 192,950.00
614-A001	Concrete Driveway, Without Reinforcement	SY	301	$ 140.00	$ 42,140.00

Pickering

Engineer's Estimate

June 27, 2024

RECONSTRUCTION OF LANDON ROAD FROM COLEMAN ROAD TO US HIGHWAY 49

Project No. STP-9138-00(002)LPA / 107221-701000

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
617-A001	Right-of-Way Marker	EA	33	$ 400.00	$ 13,200.00
618-A001	Maintenance of Traffic	LS	1	$ 200,000.00	$ 200,000.00
619-A1002	Temporary Traffic Stripe, Continuous White	LF	3,711	$ 1.75	$ 6,494.25
619-A2002	Temporary Traffic Stripe, Continuous Yellow	LF	3,899	$ 1.75	$ 6,823.25
619-A3002	Temporary Traffic Stripe, Skip White	LF	522	$ 1.50	$ 783.00
619-A5001	Temporary Traffic Stripe, Detail	LF	2,687	$ 1.75	$ 4,702.25
619-A6001	Temporary Traffic Stripe, Legend	SF	493	$ 3.00	$ 1,479.00
619-A6002	Temporary Traffic Stripe, Legend	LF	2,214	$ 2.50	$ 5,535.00
619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet	SF	271	$ 12.00	$ 3,252.00
619-D2001	Standard Roadside Construction Signs, 10 Square Feet or More	SF	320	$ 12.00	$ 3,840.00
907-619-E3001	Changeable Message Sign	EA	2	$ 8,500.00	$ 17,000.00
619-G4001	Barricades, Type III, Double Faced	LF	392	$ 24.00	$ 9,408.00
619-G5001	Free Standing Plastic Drums	EA	67	$ 64.00	$ 4,288.00
619-G6001	Warning Lights, Type "A"	EA	4	$ 100.00	$ 400.00
619-H1001	Traffic Signals	LS	1	$ 85,000.00	$ 85,000.00
620-A001	Mobilization	LS	1	$ 315,000.00	$ 315,000.00
626-A003	6" Thermoplastic Traffic Stripe, Skip White	LF	2,254	$ 2.25	$ 5,071.50
626-B003	6" Thermoplastic Traffic Stripe, Continuous White	LF	337	$ 3.25	$ 1,095.25
626-C003	6" Thermoplastic Edge Stripe, Continuous White	LF	2,341	$ 3.25	$ 7,608.25
626-D004	6" Thermoplastic Traffic Stripe, Skip Yellow	LF	537	$ 3.00	$ 1,611.00
626-E003	6" Thermoplastic Traffic Stripe, Continuous Yellow	LF	3,536	$ 3.25	$ 11,492.00
626-G002	Thermoplastic Detail Stripe, White	LF	4,718	$ 4.35	$ 20,523.30
626-G003	Thermoplastic Detail Stripe, Yellow	LF	1,049	$ 4.35	$ 4,563.15
626-H004	Thermoplastic Legend, White	SF	1,049	$ 11.00	$ 11,539.00
626-H005	Thermoplastic Legend, White	LF	1,545	$ 6.00	$ 9,270.00
627-J001	Two-Way Clear Reflective High Performance Raised Markers	EA	10	$ 11.00	$ 110.00
627-K001	Red-Clear Reflective High Performance Raised Markers	EA	149	$ 11.00	$ 1,639.00
627-L001	Two-Way Yellow Reflective High Performance Raised Markers	EA	172	$ 11.00	$ 1,892.00
630-A001	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	60	$ 33.00	$ 1,980.00
630-A005	Standard Roadside Signs, Sheet Aluminum, 0.1" Thickness	SF	81	$ 34.00	$ 2,754.00
630-K002	Welded & Seamless Steel Pipe Posts, 3"	LF	219	$ 73.00	$ 15,987.00
907-630-O004	Remove and Reset Sign, All Sizes	EA	3	$ 600.00	$ 1,800.00
907-632-A007	Solid State Traffic Cabinet Assembly, Type III Cabinet, Type 1 Controller	EA	1	$ 30,000.00	$ 30,000.00
907-632-C001	Modify Existing Traffic Signal Cabinet Assembly	EA	1	$ 2,500.00	$ 2,500.00
907-632-J001	Power Service Pedestal	EA	1	$ 6,000.00	$ 6,000.00
907-633-A001	Uninterruptable Power Supply	EA	2	$ 6,600.00	$ 13,200.00
907-634-A043	Traffic Signal Equipment Pole, Type II(L), 30' Shaft, 35' Arm	EA	1	$ 15,000.00	$ 15,000.00
907-634-A044	Traffic Signal Equipment Pole, Type II(L), 30' Shaft, 40' Arm	EA	1	$ 28,000.00	$ 28,000.00
907-634-A048	Traffic Signal Equipment Pole, Type II(L), 30' Shaft, 60' Arm	EA	1	$ 37,000.00	$ 37,000.00
907-634-A049	Traffic Signal Equipment Pole, Type II(L), 30' Shaft, 65' Arm	EA	1	$ 44,000.00	$ 44,000.00
907-634-A545	Traffic Signal Equipment Pole, Type VI, 8' Shaft	EA	1	$ 1,900.00	$ 1,900.00
907-634-C002	Pole Foundations, Class "DS" Concrete	CY	17	$ 1,250.00	$ 21,250.00
635-A059	Traffic Signal Head, Type 1	EA	6	$ 1,250.00	$ 7,500.00
635-A061	Traffic Signal Head, Type 2	EA	3	$ 1,230.00	$ 3,690.00
635-A065	Traffic Signal Head, Type 2 FYA	EA	2	$ 2,010.00	$ 4,020.00
635-A070	Traffic Signal Head, Type 3	EA	2	$ 1,800.00	$ 3,600.00
635-A074	Traffic Signal Head, Type 4R	EA	1	$ 1,550.00	$ 1,550.00
635-A076	Traffic Signal Head, Type 6	EA	6	$ 980.00	$ 5,880.00
907-636-B003	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 10, 2 Conductor	LF	578	$ 3.30	$ 1,907.40
907-636-B014	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 5 Conductor	LF	1,010	$ 3.25	$ 3,282.50
907-636-B016	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 8 Conductor	LF	685	$ 4.00	$ 2,740.00
907-636-B025	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 6, 3 Conductor	LF	33	$ 5.00	$ 165.00
907-636-B028	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 8, 3 Conductor	LF	256	$ 5.75	$ 1,472.00
907-636-D006	Electric Cable, Aerial Supported in Conduit, IMSA 20-1, AWG 14, 5 Conductor	LF	185	$ 3.30	$ 610.50
907-636-D008	Electric Cable, Aerial Supported in Conduit, IMSA 20-1, AWG 14, 8 Conductor	LF	441	$ 4.15	$ 1,830.15
907-637-A002	Pullbox Enclosure, Type 2	EA	7	$ 1,700.00	$ 11,900.00
907-637-A003	Pullbox Enclosure, Type 3	EA	1	$ 1,900.00	$ 1,900.00
907-637-C028	Traffic Signal Conduit, Underground, Type 4, 2"	LF	109	$ 13.00	$ 1,417.00
907-637-C030	Traffic Signal Conduit, Underground, Type 4, 3"	LF	36	$ 17.00	$ 612.00
907-637-D002	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 2"	LF	162	$ 18.00	$ 2,916.00
907-637-D003	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 3"	LF	318	$ 21.00	$ 6,678.00
907-639-J001	Type 3 Intersection Device	EA	1	$ 4,550.00	$ 4,550.00

Pickering

Engineer's Estimate

June 27, 2024

RECONSTRUCTION OF LANDON ROAD FROM COLEMAN ROAD TO US HIGHWAY 49

Project No. STP-9138-00(002)LPA / 107221-701000

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
907-643-A004	Video Vehicle Detection Sensor, Type 1A	EA	4	$ 8,000.00	$ 32,000.00
907-643-B001	Video Vehicle Detection Cable	LF	578	$ 2.50	$ 1,445.00
907-645-B001	Accessible Pedestrian Detection Assembly	EA	6	$ 1,100.00	$ 6,600.00
646-C001	LED Blank-Out Sign	EA	1	$ 8,100.00	$ 8,100.00
647-A001	Removal of Existing Traffic Signal Equipment	LS	1	$ 5,000.00	$ 5,000.00
907-653-B001	Street Name Sign	SF	30	$ 150.00	$ 4,500.00
660-A003	Equipment Cabinet, Type B	EA	2	$ 7,400.00	$ 14,800.00
682-A010	Underground Branch Circuit, AWG 10, 3 Conductor	LF	1,810	$ 11.00	$ 19,910.00
682-A018	Underground Branch Circuit, AWG 2, 3 Conductor	LF	100	$ 30.00	$ 3,000.00
682-A034	Underground Branch Circuit, AWG 6, 3 Conductor	LF	80	$ 16.00	$ 1,280.00
682-A039	Underground Branch Circuit, AWG 8, 3 Conductor	LF	1,445	$ 10.80	$ 15,606.00
682-B032	Underground Branch Circuit, Jacked or Bored, AWG 6, 3 Conductor	LF	150	$ 23.00	$ 3,450.00
682-B037	Underground Branch Circuit, Jacked or Bored, AWG 8, 3 Conductor	LF	300	$ 24.00	$ 7,200.00
682-D003	Underground Pull Box	EA	5	$ 2,000.00	$ 10,000.00
682-E003	Underground Junction Box With Concrete Pad	EA	8	$ 2,300.00	$ 18,400.00
682-F001	Secondary Power Controller	EA	1	$ 17,000.00	$ 17,000.00
907-683-PP001	Lighting Assembly, Per Plans 38 ft, Low Mast	EA	8	$ 24,000.00	$ 192,000.00
907-683-PP001	Lighting Assembly, Per Plans 28 ft, Low Mast	EA	7	$ 18,000.00	$ 126,000.00
684-A004	Pole Foundation, 30" Diameter	CY	41	$ 1,600.00	$ 65,600.00
699-A001	Roadway Construction Stakes	LS	1	$ 50,000.00	$ 50,000.00
815-A002	Loose Riprap, Size 100	TON	8	$ 120.00	$ 960.00
907-899-A001	Railway-Highway Provisions	LS	1	$ 50,000.00	$ 50,000.00
	ESTIMATED CONSTRUCTION COST				$ 4,524,864.85
	CONSTRUCTION ENGINEERING & TESTING				$ 373,911.39
	CONTINGENCY (5%)		5%		$ 226,243.24
	TOTAL PROJECT COST				$ 5,125,019.48

WITNESS MY SIGNATURE ON THIS THE 27TH DAY OF JUNE, 2024

FRED M. TYNER, REGISTERED PROFESSIONAL ENGINEER

MISSISSIPPI CERTIFICATE NUMBER 15949.

FRED MACK TYNER
REGISTERED PROFESSIONAL
ENGINEER
PE 15949
STATE OF MISSISSIPPI

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2024, the following Resolution:

A RESOLUTION OF THE GULFPORT CITY COUNCIL TO APPROVE PROFESSIONAL SERVICE AGREEMENT WITH CHARLES E. BODIE, JR., TO SERVE AS VIDEO AND DISCOVERY CLERK IN SUPPORT OF THE PROSECUTOR'S OFFICE AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi is a municipal corporation organized and existing according to the laws of the State of Mississippi and is governed by its Mayor and City Council ("Governing Authority"); and

WHEREAS, the City of Gulfport is in need of assistance with review and redaction of video evidence and other legal and prosecutorial services; and

WHEREAS, under the proposed agreement (Exhibit "A"), this appointed position would serve thru September 30, 2025, with no maximum number of assigned cases, for an hourly rate; and

WHEREAS, Bodie has experience in the field of information and surveillance systems along with the requisite software and systems education.

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 Professional Services Agreement with Charles E. Bodie, Jr., be and it is hereby approved in substantially the same form as is found in **Exhibit "A"** to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution shall be in effect 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 _____, 2024.

(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 _____, 2024.

APPROVED:

_____

MAYOR

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF GULFPORT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into and executed in Gulfport, Mississippi on the day and year hereinafter set forth by and between the **CITY OF GULFPORT, MISSISSIPPI (herein** the "City"), having an address of Post Office Box 1780, Gulfport, Mississippi 39502, and **CHARLES E. BODIE, JR.,** having an address of 5 Concord Place, Gulfport, Mississippi 39507 (herein "Bodie") for the purposes and according to the terms, covenants, and conditions hereinafter set forth, to-wit:

WITNESSETH THAT:

WHEREAS, the City of Gulfport, Mississippi is a municipal corporation organized and existing according to the laws of the State of Mississippi and is governed by its Mayor and City Council ("Governing Authority"); and

WHEREAS, the City of Gulfport is in need of assistance with review and redaction of video evidence and other legal and prosecutorial services; and

WHEREAS, Bodie is has experience in the field of information and surveillance systems along with the requisite software and systems education.

NOW THEREFORE, for good and valuable consideration as herein provided, Bodie agrees to perform professional services according to the following conditions, terms, and provisions, to-wit:

1 . Scope of Work. Bodie shall, in a satisfactory and proper manner, and under the terms and conditions provided herein, and in accordance with any governing laws and professional rules of conduct, perform video review, redaction and other legal support services for the City of Gulfport as part-time discovery clerk in support of the Gulfport Prosecutor's Office.

2. Manner of Service. Services provided by Bodie pursuant to or in accordance with this Agreement shall be performed in a professional, prompt and competent manner and in accordance with the laws of the State of Mississippi and the United States of America and conform to high and ethical standards in the community and in the State of Mississippi. Services to be provided by Bodie, insofar as applicable and necessary in any given case or assignment, shall include, video review and redaction, discovery complication and transmission, and other associated tasks as assigned by the City Prosecutor as needed.

3. Compensation. During the term of this Agreement, the City shall compensate Bodie at the hourly rate of $25.00 per hour not to exceed of $25,000.00 per annum. It is specifically understood that no travel expenses or billable time shall be charged or incurred for travel time to and from wherever Bodie is located and the City Prosecutor's Office, Gulfport Municipal Court, the Harrison County Courthouse, or any other courthouse and that the only compensation Bodie will receive from the City is for actual time worked for services provided by Bodie to the City under this Agreement. Bodie shall submit detailed billing statements to the City in accordance with the terms of the Agreement set forth herein or as otherwise required by the City and shall submit the same via electronic mail to the City Attorney and his Office Manager (jbruni@gulfport-ms.gov and jmjones@gulfport-ms.gov or other such e-mail addresses as may, from time to time, be provided, in writing, to Bodie) with copy to the City Prosecutor (dstough@gulfport-ms.gov or other such e-mail address

as may, from time to time, be provided, in writing, to Bodie) by 5:00 p.m. on the first Monday of each month during the duration of this Agreement. The City shall pay Bodie within thirty (30) days of the City's receipt of detailed billing invoices submitted by Bodie. There is no guarantee of cases or work to be assigned to Bodie under this Agreement and, therefore, there is no minimum or maximum number of cases or amount of work to be assigned to her. Other than compensation for services as specifically set forth in this Paragraph, no other benefits or compensation shall be owed by City as a result of services performed under this Agreement.

4. **Term of Service.** The term of this Agreement shall be for the period commencing October 1, 2024, and expiring on September 30, 2025, ("Term") unless sooner terminated or canceled as set forth herein. The term of this Agreement may be extended for an additional twelve (12) month period subject to approval by the City's Governing Authority.

5. **Non-Exclusive Contract.** This is a non-exclusive contract as to each party hereto, and each party retains the right at any time to contract with other persons or entities, including another governmental entity, where such engagement shall not result in a conflict of interest or other ethical conflict.

6. **Termination.** (a) *For convenience.* Either party may terminate this Agreement at any time for any reason (or no reason) by giving the other party written notice of termination at least thirty (30) days prior to the effective date of termination. Should this Agreement be terminated pursuant to the immediately-preceding provision, Bodie agrees to complete all assigned cases or matters to final disposition unless such completion would violate the prescribed law or the case is re-assigned. (b) *For default.* Breach or failure to perform any provision of this Agreement shall be an "event of default." If the party in breach fails to cure any default within fifteen (15) days from receipt of written notice of an event of default, then this Agreement may be terminated immediately for default by written notice to the breaching party or party in default and in such event, either party may assert any remedies at law or in equity that it/he deems to be entitled for breach of contract.

7. **Waiver; Remedies**. (a) Failure to enforce any provision of this Agreement in which an event of default has occurred shall not constitute a waiver of rights to subsequently enforce this contract and each provision hereof. To the extent allowable by law, and subject to any state and federal law immunities, each party agrees to indemnify the other against any loss or damages resulting from an event of default not cured as provided herein. (b) If any party is required to obtain or utilize the services of an attorney to enforce any provision of this Agreement for failure to cure any default as herein provided, then the party in default shall be liable for the other party's reasonable attorney's fees and costs of litigation.

8. **Independent Contractor; Professional Services Contract; Materials, Equipment, and Resources.** (a) Bodie certifies that he is certified, experienced, and qualified and able to perform any and all services for which he accepts engagement under this Agreement, and he agrees to notify City immediately if his credentials change so as to limit his professional qualifications, which shall be grounds for cancellation of this Agreement and of any further obligations for payment of unearned fees by the City hereunder. (b) This is a professional services contract in which Bodie shall at all times be acting as and considered an <u>independent contractor</u> with the City and not an employee of the City or any of the City's employees, servants, agents, or representatives. Bodie shall have no claim under this Agreement or otherwise against the City for wages, salary, vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation disability, unemployment insurance benefits, or benefits of any kind or sort other than the compensation as set forth herein. (c) Bodie will perform all of his work in an office provided by

the City in the Municipal Court building, the City shall provide him with a computer, monitor, scanner and other electronic equipment as may be required to be connected to and worked thru the City's network.

9. **Taxes.** City and Bodie acknowledge and agree that Bodie will be solely and completely responsible for any and all taxes due and owing to any governmental entity or agency (local, state and/or federal) on any monies or compensation received by Bodie from City under this Agreement.

10. Compliance with Legal Obligations. Bodie agrees that, in rendering services under this Agreement, he shall comply with all federal, state, and local laws.

11. Records. It is understood and acknowledged that all documents used by Bodie in his provision of services under this Agreement shall become the property of the Office of City Prosecutor and shall be kept and maintained in the Office of the City Prosecutor.

12. Identification of Conflicts of Interest. Upon assignment of a case or matter under this Agreement, Bodie will make reasonable and diligent efforts to obtain and review relevant court documents and other materials reasonably available in connection with the case or matter to determine if any potential conflicts of interest exist in the case or matter concerning his involvement or provision of services for the City in connection with the same.

13. **Insurance; Defense of Claims.** Bodie covenants and agrees to indemnity and hold harmless the City and the City's employees, servants, agents, officials, and representatives from and against any loss, damage, costs, charges, expenses, and fees, whether direct or indirect and whether known or unknown, in any way arising out of or by reason of any negligent or intentional act or omission on the part of Bodie or anyone acting for, on behalf of, or at the direction of Bodie in the performance or execution of this Agreement or in any way arising out of this Agreement. In case any suit or legal proceedings shall be brought against the City or any of its employees, servants, agents, officials, or representatives at any time on account of or by reason of any negligent or intentional act or omission by Bodie or anyone acting for, on behalf of, or at the direction of Bodie, Bodie hereby covenants and agrees to assume the defense thereof and to defend the same at the Bodie's own expense and to fully pay for any and all loss, damages, costs, charges, expenses, fees, attorneys' fees and other expenses and any and all judgments that may be incurred by or obtained by or against the City or any of the City's employees, servants, agents, officials, or representatives in such suits or other proceedings or actions.

14. Confidentiality. Bodie agrees to keep confidential and not use or disclose, except in furtherance of the purposes of the services called for under this Agreement, any confidential information that Bodie may acquire during the term of, and in the course of, or as a result of, the provision of services that he provides under this Agreement.

15. Notices. Official notice to Bodie shall be to the mailing address identified above unless a change of address is provided to the City in writing. Official notice to the City shall be to the City Attorney, City of Gulfport, 2309 15th Street, Gulfport, Mississippi 39501 with copy to the City Prosecutor at the same address. All official notices shall be in writing and served by U. S. Mail or by hand delivery. The point of contact for the City under this Agreement shall be the City Attorney.

16. Severability. Should any clause, portion or section of this Agreement be unenforceable or invalid for any reason, City and Bodie acknowledge and agree that such unenforceability or invalidity

shall not affect the enforceability or validity of the remainder of the Agreement. The captions/titles have no effect or meaning other than as headings to identify the paragraphs.

17. Governing Law. City and Bodie acknowledge and agree that this Agreement shall be construed in accordance with the laws of the State of Mississippi.

18. Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties and supersedes and cancels all previous written or oral agreements or representations relating to the subject matter hereof. This Agreement may not be amended, supplemented or modified except by a written document signed by the City and Bodie.

19. Successors. This Agreement shall inure to the benefit of and may be enforced by the City, its successors and assigns, and shall be binding upon Bodie, his executors, administrators, heirs, and other successors in interest. Bodie's rights and obligations under this Agreement are not assignable.

20. Official Approval of Contract. This Agreement shall take full force and effect only after it is approved by the Governing Authority for the City and signed by the Mayor and Bodie.

WITNESS OUR SIGNATURES as duly authorized and voluntarily signed on the day and year hereinafter stated.

Charles E. Bodie, Jr.
5 Concord Place
Gulfport, MS 39507

By: _____

Date: _____

CITY OF GULFPORT
Post Office Box 1780
Gulfport, Mississippi 39502-1780

By: _____

Printed Name: _____

Title: _____

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 _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE PROFESSIONAL SERVICES AGREEMENT WITH GULF COAST CENTER FOR NONVIOLENCE, INC., TO SERVE AS DOMESTIC VIOLENCE VICTIM ADVOCATE, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi, is a municipal corporation organized and existing according to the laws of the State of Mississippi and is governed by its Mayor and City Council ("Governing Authority"); and

WHEREAS, the City of Gulfport employs a full-time City Prosecutor who serves as Administrator of the City Prosecutor's Office in the City's Legal Department; and

WHEREAS, in support of victims of domestic violence, the city also utilizes the services of a contractor as a "victim advocate", which position is funded by a Victims of Crime Act (VOCA) grant; and

WHEREAS, the Gulf Coast Center for Nonviolence, Inc., has a number of years of experience working with victims of domestic violence and desires and is willing to contract with the City to perform the work of the "domestic violence victim advocate" pursuant to the terms of the proposed Professional Services Agreement 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 Professional Services Agreement between the City of Gulfport and Gulf Coast Center for Nonviolence, Inc., be and it is hereby approved, contingent upon funding being approved, in substantially the same form as is found in Exhibit "A" to this resolution, and the Mayor be and he is, hereby, authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution shall be in effect immediately upon its passage and enactment

according to law, and shall be spread upon the minutes of the Gulfport City Council.

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

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2024.

(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 _____, 2024.

APPROVED:

_____

MAYOR

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF GULFPORT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into and executed in Gulfport, Mississippi on the day and year hereinafter set forth by and between the **CITY OF GULFPORT, MISSISSIPPI** (herein the "City"), having an address of Post Office Box 1780, Gulfport, Mississippi 39502, and **Gulf Coast Center for Nonviolence, Inc.,** having an address of 213 Porter Ave, Biloxi, Mississippi 39530, for the purposes and according to the terms, covenants, and conditions hereinafter set forth, to-wit:

WITNESSETH THAT:

WHEREAS, the City of Gulfport, Mississippi is a municipal corporation organized and existing according to the laws of the State of Mississippi and is governed by its Mayor and City Council ("Governing Authority"); and

WHEREAS, the City of Gulfport is in need of personnel to assist victims of domestic violence as more fully set forth herein; and

WHEREAS, the City is the recipient of a VOCA ("Victims of Crime Act") Grant which has previously provided funding for domestic violence victims advocate services for the City of Gulfport in cases originating before the Gulfport Municipal Court to assist with domestic violence prosecutorial work in the City Prosecutor's Office; and

WHEREAS, Gulf Coast Center for Nonviolence, Inc. (hereinafter, "GCCNV"), has a principal place of business and address being located at 213 Porter Ave, Biloxi, MS 39530, and is experienced in providing victims advocate services.

NOW THEREFORE, for good and valuable consideration as herein provided, GCCNV agrees to perform and provide professional legal services according to the following conditions, terms, and provisions, to-wit:

1 . Scope of Work. GCCNV, to include all of its employees, contractors, principals, and agents (collectively and generally referred to herein as "GCCNV")[1] shall, in a satisfactory and proper manner, and under the terms and conditions provided herein, and in accordance with any governing laws and professional rules of conduct, provide domestic violence victims assistance and advocacy and other services for the City of Gulfport, which shall consist of, among other things, ensure that victims of domestic violence are secure and have basic needs provided; meet with such victims to assess the severity of the case and the immediate needs of the victim; provide coordination with local non-profit partners to obtain shelter, clothing, counseling and medical assistance as quickly as possible; provide constant communication with the victim and care providers throughout the prosecution process to ensure the victim is informed and can cooperate in the prosecution of the defendant(s); improve training for the Gulfport Police Department by providing independent training for supervisors and field training officers and no less than 50% of the uniformed patrol division, with such training to be coordinated through the City Attorney's Office in conjunction with the Office of the Police Chief; decrease the instances of intimate partner homicide by compiling data in the first quarter of the program to determine the actual number of intimate partner homicides within the City in the last five years; and use lethality assessment protocols along with the other program components to work toward a measurable reduction in intimate partner homicides based upon their research. In addition to the foregoing, the scope of the services to be provided by GCCNV pursuant to this Agreement are set forth in the attached Exhibit "A." GCCNV shall decline to be involved in any case or matter to which it is assigned in which a conflict of interest or ethical problem is known to exist or any case in which GCCNV deems that it is not qualified. GCCNV agrees to abide by any and all provisions, requirements, obligations and other duties and regulations as may be imposed by any grant that may fund the City's ability to obtain and pay for domestic violence victim advocacy services and GCCNV acknowledges receipt of and knowledge of the grant documents and requirements associated with the VOCA Grant award to the City for the remainder of the municipal 2022-2023 fiscal year (to end on September 30, 2023) and the objectives, intended outcomes, and goals associated with this Grant award.

2. Manner of Service. Services provided by GCCNV pursuant to or in accordance with this Agreement shall be performed in a professional, prompt and competent manner and in accordance with the laws of the State of Mississippi and the United States of America and conform to high and ethical standards in the community and in the State of Mississippi. Services to be provided by GCCNV, insofar as applicable and necessary in any given case or assignment, shall include, but not be limited to, counseling, investigation, coordination with the City Prosecutors and/or the domestic violence prosecutor and any domestic violence investigator, attendance at hearings and trials, and such other services as would normally be provided by a domestic violence victims advocate related to the prosecution of cases or criminal or quasi-criminal charges. It is understood and agreed to herein that GCCNV shall effectively be "on call" and be expected to provide needed services to the City under this Agreement at any time of the day or night no matter the circumstance, weather, day of the week, or occasion and that GCCNV will be present and available to attend court proceedings in the Gulfport Municipal Court and provide services as set forth herein on days and at times when said Court is open for business. GCCNV shall keep and maintain during the term of this Agreement a local telephone number or otherwise toll-free telephone number (that is accessible at any time of any day) so that staff of the City Prosecutor's Office and the City Attorney's Office or representatives thereof as well as of the Gulfport Municipal Court and other City officials and employees may reasonably and expediently be able to communicate with it in addition to victims with whom it interacts and/or counsels.

3. Compensation. During the term of this Agreement, the City shall compensate GCCNV at the maximum annual rate of $42,249.60, payable monthly during the grant period. It is specifically understood

[1]Unless specifically stated to the contrary, wherever the term "GCCNV _" appears in this contract/agreement, the same shall include, also refer to, and adopt and incorporate all employees, principals, contractors, and agents of GCCNV and those on behalf of this entity in addition to GCCNV itself.

that no travel expenses or billable time shall be charged or incurred for travel time to and from wherever GCCNV is located and the City Prosecutor's Office, Gulfport Municipal Court, the Harrison County Courthouse, or any other courthouse or any other structure, premises, or facility associated with the course or scope of services herein and that the only compensation GCCNV will receive from the City is for actual time worked for services provided by it to the City under this Agreement. GCCNV shall submit detailed billing statements to the City in accordance with the terms of the Agreement set forth herein or as otherwise required by the City and shall submit the same via electronic mail to the City Attorney and his Office Manager (jbruni@gulfport-ms.gov and jmjones@gulfport-ms.gov or other such e-mail addresses as may, from time to time, be provided, in writing to Attorney) with copy to the City Prosecutor (dstough@gulfport-ms.gov or other such e-mail address as may, from time to time, be provided, in writing, to _ GCCNV) by 5:00 p.m. on the third Mondays of each month during the duration of this Agreement. The City shall pay GCCNV within thirty (30) days of the City's receipt of detailed and approved billing invoices submitted by GCCNV. There is no guarantee of cases or work to be assigned to GCCNV under this Agreement and, therefore, there is no minimum or maximum number of cases or amount of work to be assigned to it. Other than compensation for services as specifically set forth in this Paragraph, no other benefits or compensation shall be owed by City as a result of services performed under this Agreement. The compensation for services hereunder shall be paid at an hourly rate of $20.31/hour, with a not to exceed amount per year of $42,249.60. Detailed billing statements in support of the amount billed per month shall be submitted by GCCNV with each monthly invoice. It is understood that GCCNV will provide a minimum of 35 hours per week of work in the municipal court building.

4. **Term of Service.** The term of this Agreement shall be for twelve (12) months, commencing on October 1, 2024, and expiring on September 30, 2025, ("Term") unless sooner terminated or canceled as set forth herein. The term of this Agreement may be extended for additional twelve (12) month periods (October 1 to September 30) subject to availability of the VOCA grant and approval by the City's Governing Authority.

5. **Non-Exclusive Contract.** This is a non-exclusive contract as to each party hereto, and each party retains the right at any time to contract with other persons or entities, including another governmental entity, where such engagement shall not result in a conflict of interest or other ethical conflict. It is agreed and understood, however, that prior to GCCNV _ contracting with other persons or entities to provide similar type services set forth in this Agreement or any of its attachments, GCCNV shall notify the City of such anticipated work or provision of services before commencement thereof, with such notification to occur reasonably well in advance of the occurrence of such work or provision of services.

6. **Termination.** (a) *For convenience.* Either party may terminate this Agreement at any time for any reason (or no reason) by giving the other party written notice of termination at least thirty (30) days prior to the effective date of termination. Should this Agreement be terminated pursuant to this provision, GCCNV agrees to complete all assigned cases or matters and those previously undertaken or being handled by GCCNV to final disposition unless such completion would violate the prescribed law or the case or matter is re-assigned. (b) *For default.* Breach or failure to perform any provision of this Agreement shall be an "event of default." If the party in breach fails to cure any default within fifteen (15) days from receipt of written notice of an event of default, then this Agreement may be terminated immediately for default by written notice to the breaching party or party in default and in such event, either party may assert any remedies at law or in equity that it deems to be entitled for breach of contract.

7. **Waiver; Remedies**. (a) Failure to enforce any provision of this Agreement in which an event of default has occurred shall not constitute a waiver of rights to subsequently enforce this contract and each provision hereof. To the extent allowable by law, and subject to any state and federal law immunities, each party agrees to indemnify the other against any loss or damages resulting from an event of default not cured as provided herein. (b) If any party is required to obtain or utilize the services of an attorney to enforce any provision of this Agreement for failure to cure any default as herein provided, then the party in default shall be liable for the other party's reasonable attorney's fees and costs of litigation.

8. **Independent Contractor; Professional Services Contract; Materials, Equipment, and Resources.** (a) GCCNV certifies that it shall be licensed, certified, experienced, and qualified (as necessary) and able to perform any and all services for which it accepts engagement under this Agreement, and it agrees to notify City immediately if its license(s) and/or certifications, if any, are terminated or suspended or its credentials change so as to limit its professional qualifications, which shall be grounds for immediate cancellation of this Agreement and of any further obligations for payment of unearned fees by the City hereunder, without requirement of provision of any advance notice to GCCNV. (b) This is a professional services contract in which GCCNV shall at all times be acting as and considered an <u>independent contractor</u> with the City and not an employee of the City or any of the City's employees, servants, agents, or representatives. GCCNV shall have no claim under this Agreement or otherwise against the City for wages, salary, vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation disability, unemployment insurance benefits, or benefits of any kind or sort other than the compensation as set forth herein. (c) GCCNV agrees that it has secured or will secure at its own expense, all persons, employees, equipment, and other resources required or otherwise deemed by it to be necessary to perform the services contemplated and/or required under this Agreement. GCCNV acknowledges and agrees that it alone controls the method and means by which it (and its employees, agents, and resources) provides services and the manner in which it (and its employees, agents, and resources) carries out these services under this Agreement. (d) It is understood that GCCNV is being contracted herewith to provide services to the City but that on occasion GCCNV may utilize its employees or contractors to perform some of the obligations, duties, or requirements of this Agreement. In such circumstances, GCCNV agrees that employees and/or contractors utilized by it will be as equally qualified as it and with comparable professional qualifications, licenses, and certifications in the field or fields set forth in this Agreement. Should GCCNV utilize employees and/or contractors to perform any of the duties or obligations under this Agreement, it shall also provide the full names, residential addresses, and a list of such persons' qualifications, licenses, and certifications to the City in advance of such performance as well as each such person's curriculum vitae / resume. Such persons must each also successfully pass a background check, to the satisfaction of the City, prior to providing any services under this Agreement. GCCNV further certifies that all employees and contractors that it shall utilize in the performance of this Agreement shall, like it, not have been convicted of a felony recognized by any federal or state law and shall not have been previously convicted of any crime of violence or domestic violence.

9. **Taxes.** City and GCCNV acknowledge and agree that GCCNV will be solely and completely responsible for any and all taxes due and owing to any governmental entity or agency (local, state and/or federal) on any monies or compensation received by GCCNV from City under this Agreement.

10. Compliance with Legal Obligations. GCCNV agrees that, in rendering services under this Agreement, it shall comply with all federal, state, and local laws.

11. Records. It is understood and acknowledged that all documents used by GCCNV in its provision of services under this Agreement shall become the property of the Office of City Prosecutor and shall be kept and maintained in the Office of the City Prosecutor. This Agreement does not limit GCCNV's other legal and/or ethical obligations to preserve files and records and the confidentiality thereof.

12. Identification of Conflicts of Interest. Upon assignment of a case or matter under this Agreement, GCCNV will make reasonable and diligent efforts to obtain and review relevant court documents and other materials reasonably available in connection with the case or matter to determine if any potential conflicts of interest exist in the case or matter concerning its involvement or provision of services for the City in connection with the same.

13. **Insurance; Defense of Claims.** GCCNV agrees to carry and maintain professional liability insurance covering all services to be performed pursuant to this Agreement (including errors and omissions coverage) in an amount of not less than $250,000 per claim and $1,000,000 per occurrence and to provide to the City a certificate of insurance prior to the commencement date of this Agreement and to notify the City immediately if such insurance is cancelled, suspended, or expires during the term of this Agreement for any reason. GCCNV covenants and agrees to indemnity and hold harmless the City and the City's employees, servants, agents, officials, and representatives from and against any loss, damage, costs, charges, expenses, and fees, whether direct or indirect and whether known or unknown, in any way arising out of or by reason of any negligent or intentional act or omission on the part of GCCNV or anyone acting for, on behalf of, or at the direction of GCCNV in the performance or execution of this Agreement or in any way arising out of this Agreement. In case any suit or legal proceedings shall be brought against the City or any of its employees, servants, agents, officials, or representatives at any time on account of or by reason of any negligent or intentional act or omission by GCCNV or anyone acting for, on behalf of, or at the direction of GCCNV, GCCNV hereby covenants and agrees to assume the defense thereof and to defend the same at GCCNV's own expense and to fully pay for any and all loss, damages, costs, charges, expenses, fees, attorneys' fees and other expenses and any and all judgments that may be incurred by or obtained by or against the City or any of the City's employees, servants, agents, officials, or representatives in such suits or other proceedings or actions.

14. Confidentiality. GCCNV agrees to keep confidential and not use or disclose, except in furtherance of the purposes of the services called for under this Agreement, any confidential information that GCCNV may acquire during the term of, and in the course of, or as a result of, the provision of services that it provides under this Agreement.

15. **Notices.** Official notice to GCCNV shall be to the mailing address identified above unless a change of address is provided to the City in writing. Official notice to the City shall be to the City Attorney, City of Gulfport, 2220 15th Street, Gulfport, Mississippi 39501 with copy to the City Prosecutor at the same address. All official notices shall be in writing and served by U. S. Mail or by hand delivery. The point of contact for the City under this Agreement shall be the City Attorney.

16. Severability. Should any clause, portion or section of this Agreement be unenforceable or invalid for any reason, City and GCCNV acknowledge and agree that such unenforceability or

invalidity shall not affect the enforceability or validity of the remainder of the Agreement. The captions/titles have no effect or meaning other than as headings to identify the paragraphs.

17. Governing Law. City and GCCNV acknowledge and agree that this Agreement shall be construed in accordance with the laws of the State of Mississippi.

18. Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties and supersedes and cancels all previous written or oral agreements or representations relating to the subject matter hereof. This Agreement may not be amended, supplemented or modified except by a written document signed by the City and GCCNV.

19. Successors. This Agreement shall inure to the benefit of and may be enforced by the City, its successors and assigns, and shall be binding upon GCCNV, its executors, administrators, heirs, and other successors in interest. GCCNV' rights and obligations under this Agreement are not assignable.

20. Communication; Reports. GCCNV shall make provision for prompt and effective communication with the City, through appropriate officials within the Office of the City Attorney and/or the City Prosecutor, with respect to all work and services undertaken pursuant to this Agreement. It is further acknowledged and agreed that by 5:00 p.m. on each Friday of every week during the Term of this Agreement GCCNV shall provide the City, through submission to the City Attorney or his designated representative, detailed written reports setting forth and adequately describing services and work provided by GCCNV under this Agreement for the prior day or days when services and work were provided, the dates when such services and work were provided, and the time devoted by GCCNV in the provision of such services and work, and which were not within the scope of an earlier such report provided to the City. GCCNV shall further provide the City, through similar submission to the City Attorney or his designated representative, any and all records, information, and reports that may be required by the administrator or source of the VOCA Grant referenced or described herein, or any audit or law or regulation related or applicable to or governing such grant, or otherwise requested from GCCNV by the City in association with or related to this Agreement.

21. Official Approval of Contract. This Agreement shall take full force and effect only after it is approved by the Governing Authority for the City and signed by its duly constituted representative and executed by GCCNV, by and through its duly authorized and approved representative and agent.

WITNESS OUR SIGNATURES as duly authorized and voluntarily signed on the day and year hereinafter stated.

Gulf Coast Center for Non-Violence, Inc.
213 Porter Ave, Biloxi, Mississippi 39530
(228) 436-3809
By:_____

Printed Name: _____

Title: _____

Date: _____

CITY OF GULFPORT, MISSISSIPPI
Post Office Box 1780
Gulfport, Mississippi 39502-1780
(228) 868-5811

By:_____

Printed Name: _____

Title:_____

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 _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE PROFESSIONAL LEGAL SERVICES AGREEMENT WITH LEE RUSSELL, ESQ., OF RUSSELL LAW FIRM, PLLC, TO PROVIDE PUBLIC DEFENDER SERVICES IN THE GULFPORT MUNICIPAL COURT, TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi, is a municipal corporation organized and existing according to the laws of the State of Mississippi and governed by its Mayor and City Council ("Governing Authority"); and

WHEREAS, the City of Gulfport recognizes its responsibilities under the laws of the State of Mississippi to provide legal counsel to indigent persons charged with potential loss of liberty offenses under State Law and its municipal ordinances; and

WHEREAS, due to the previous volume of cases assigned to a rotation of appointed public defenders, the Municipal Court Administrator for the Gulfport Municipal Court, pursuant to Miss. Code Ann. Sec. 21-23-7, as amended, recommended, and the Governing Authority previously authorized the appointment of an appointed Public Defender to represent indigent defendants charged in the Gulfport Municipal Court; and

WHEREAS, the Municipal Court Administrator has evaluated the current number of cases qualifying for this representation and has recommended to the Governing Authority to retain the services of an appointed Public Defender; and

WHEREAS, Lee Russell, Esq., of the law firm of Russell Law Firm, PLLC, is an attorney licensed by the Mississippi Bar, with offices located in Gulfport, Mississippi, has experience in the field of criminal defense and desires to represent indigent clients in the Gulfport Municipal Court and the Governing Authority believes his appointment to be in the best interest of the City.

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 Professional Services Contract be and it is hereby approved in substantially the same form as is found in **Exhibit "A"** to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution shall be in effect 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 _____, 2024.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **F. B. "RUSTY" WALKER, PRESIDENT**

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2024.

APPROVED:

_____

BILLY HEWES, MAYOR

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF GULFPORT

PROFESSIONAL LEGAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL LEGAL SERVICES ("Agreement") entered into and executed in Gulfport, Mississippi on the day and year hereinafter set forth by and between the **CITY OF GULFPORT, MISSISSIPPI** (herein "the City"), having an address of Post Office Box 1780, Gulfport, Mississippi 39502, and **LEE RUSSELL, ESQ**., Russell Law Firm, PLLC., having an address of 1231 28th Street, Gulfport, Mississippi 39501-6203 (herein "Russell" or "the Attorney") for the purposes and according to the terms, covenants, and conditions hereinafter set forth, to-wit:

WITNESSETH THAT:

WHEREAS, the City of Gulfport, Mississippi is a municipal corporation organized and existing according to the laws of the State of Mississippi and is governed by its Mayor and City Council ("Governing Authority"); and

WHEREAS, under the laws of the State of Mississippi and under certain circumstances, the City of Gulfport provides legal counsel to indigent persons charged with potential criminal offenses; and

WHEREAS, the Municipal Court Administrator, pursuant to Miss. Code Ann. § 21-23-7, as amended, has recommended, and the Governing Authority has previously found it in the best interest of the City to retain the services of an appointed Public Defender to represent indigent defendants charged in the Gulfport Municipal Court, under the terms and conditions set forth herein and in accordance with appointment by Municipal Court Judges and any governing legal and ethical rules and responsibilities; and

WHEREAS, the Attorney is an experienced attorney in the area of Criminal Defense and licensed by the Mississippi Bar Association, with offices located at Anderson & Orozco, PLLC., having an address of 1617 25th Avenue, Gulfport, Mississippi 39501, and desires to represent indigent clients and to appear on their behalf in the Gulfport Municipal Court.

NOW THEREFORE, for good and valuable consideration as herein provided, Attorney agrees to perform professional legal services according to the following conditions, terms, and provisions, to-wit:

1. **Scope of Work**. The Attorney shall, in a satisfactory and proper manner, under the terms and conditions provided herein, and in accordance with any governing laws and professional rules of conduct, provide legal counsel and representation to assigned indigent or otherwise eligible defendants charged with qualifying, non-felony criminal violations by the City of Gulfport. The eligibility for this service shall be determined and assigned by the Gulfport Municipal Court/Judicial System and such engagement shall commence upon appointment by

the Municipal Court. The Attorney shall represent the aforementioned defendants in a professional manner that conforms to high and ethical standards of the legal profession in the community and in the State of Mississippi. The Attorney shall decline to be involved in any case to which he is appointed as "Public Defender" in which a conflict of interest or ethical problem is known to exist or any case in which the Attorney deems that he is not qualified. The Attorney's representation of indigent defendants under this Agreement shall further at all times comply with the Mississippi Rules of Professional Conduct or any similar code of ethics to which Mississippi attorneys may be subject.

2. **Manner of Service**. Services provided by Attorney pursuant to or in accordance with this Agreement shall be performed in a prompt and competent manner and in accordance with the laws of the State of Mississippi and the United States of America. Services to be provided by the Attorney, insofar as applicable and necessary in any given case, shall include, but not be limited to, counseling, investigation, preparation of pleadings, motions, memoranda, and court papers, attendance and representation at hearings and trials, preparation, submission, and argument involving pre- and post-trial motions, defense pre-sentence reports, and such other services as would normally be provided by competent private counsel. Attorney acknowledges and agrees to adhere to and comply with any and all requirements, standards, and policies associated with the provision of services during arraignments at any jail or detention facility, whether by way of video conferencing or otherwise, with such requirements, standards, and policies to include, but not be limited to, those imposed by the Mississippi Bar and all applicable state and federal courts. Attorney shall provide services in accordance with a reasonable schedule as may be set by the Court by way of the Court Administrator or designee and to be based on the needs of the Court. Attorney shall keep sufficient office hours within the corporate limits of the City, including a local telephone number or otherwise toll-free telephone number, so that indigent defendants are not required to travel outside the City limits or incur long distance telephone charges in order to consult with Attorney as necessary in preparation or presentation of their defense.

3. **Compensation**. The City of Gulfport shall pay the Attorney a monthly sum of Four Thousand, One Hundred Sixty Seven and no/100 ($4,167.00) dollars for services provided during the Term of this Agreement, which shall constitute payment for services rendered for the preceding month of each payment made. Such monthly payments shall be due to Attorney on or by the last day of the month in which performance commences and on or by the last day of each succeeding month during the term of this Agreement; provided, however, that upon any termination of this Agreement prior to the end of the Term, the final payment, which may be pro-rated if the termination date is not on the last day of a month, shall be paid to Attorney in two (2) equal installments, one-half on or by the last day of the month in which termination is to occur or did occur and one-half on or by the last day of the immediately succeeding month. Attorney agrees to submit an invoice to the City on forms approved by the City for compensation in accordance with the Agreement terms set forth herein or as otherwise required by the City. There shall be no maximum amount of cases identified as eligible; however, the Attorney and the Court Administrator for the Gulfport Municipal Court shall work together to make sure that the Attorney is not overburdened in the number of assigned cases. When the Attorney is appointed by the Court pursuant to this Agreement to represent an individual in a criminal case, Attorney shall not receive any fee or expense for representation of that individual in that case except as provided for under this Agreement. Other than compensation for services as specifically set

forth in this Paragraph, no other benefits or compensation shall be owed by City as a result of services performed under this Agreement.

4. **Term of Service**. The term of this Agreement shall be for the term October 1, 2024, and thru September 30, 2025, ("Term") unless sooner terminated or canceled as set forth herein. The term of this Agreement may be extended for an additional twelve (12) month period subject to approval by the City's Governing Authority.

5. **Non-Exclusive Contract**. This is a non-exclusive contract as to each party hereto, and each party retains the right at any time to contract with another attorney or entity, including another governmental entity, where such engagement shall not result in a conflict of interest or other ethical conflict.

6. **Termination**. (a) *For convenience*. Either party may terminate this Agreement at any time for any reason (or no reason) by giving the other party written notice of termination at least thirty (30) days prior to the effective date of termination. Should this Agreement be terminated pursuant to the immediately-preceding provision, the Attorney agrees to complete all assigned cases to final disposition unless such completion would violate the Mississippi Rules of Professional Conduct or prescribed law or the case is re-assigned. In addition, this Agreement terminates automatically and immediately upon the Attorney ceasing be in good standing with the Mississippi Bar Association, whether by suspension, disbarment, or otherwise. The Attorney shall notify the City in writing immediately of any change in standing as a member of the Mississippi Bar Association or any other Bar Association. (b) *For default*. Breach or failure to perform any provision of this Agreement shall be an "event of default." If the party in breach fails to cure any default within fifteen (15) days from receipt of written notice of an event of default, then this Agreement may be terminated immediately for default by written notice to the breaching party or party in default and in such event, either party may assert any remedies at law or in equity that it/he deems to be entitled for breach of contract.

7. **Waiver; Remedies**. (a) Failure to enforce any provision of this Agreement in which an event of default has occurred shall not constitute a waiver of rights to subsequently enforce this contract and each provision hereof. To the extent allowable by law, and subject to any state and federal law immunities, each party agrees to indemnify the other against any loss or damages resulting from an event of default not cured as provided herein. (b) If any party is required to obtain or utilize the services of an attorney to enforce any provision of this Agreement for failure to cure any default as herein provided, then the party in default shall be liable for the other party's reasonable attorney's fees and costs of litigation.

8. **Independent Contractor; Professional Services Contract; Materials, Equipment., and Resources.** (a) Attorney certifies that they shall be licensed, certified, experienced, and qualified and able to perform any and all services for which he accepts engagement under this Agreement, and Attorney agrees to notify City immediately if any of their members licenses are terminated or suspended or their credentials change so as to limit their professional qualifications, which shall be grounds for cancellation of this Agreement and of any further obligations for payment of unearned fees by the City hereunder. (b) This is a professional services contract in which the Attorney shall at all times be acting as and considered an <u>independent contractor</u> with the City and not an employee of the City. The Attorney shall have

no claim under this Agreement or otherwise against the City for wages, salary, vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation disability, unemployment insurance benefits, or benefits of any kind or sort other than the compensation as set forth herein. (c) The Attorney agrees that they have secured or will secure at their own expense, all persons, employees, equipment, and other resources required to perform the services contemplated and required under this Agreement.

9. **Taxes**. City and the Attorney acknowledge and agree that the Attorney will be solely and completely responsible for any and all taxes due and owing to any governmental entity or agency (local, state and/or federal) on any monies or compensation received by the Attorney from City under this Agreement.

10. **Compliance with Legal Obligations; Communication**. The Attorney agrees that, in rendering services to assigned indigent defendants under this Agreement, they shall comply with all legal requirements of any kind. The Attorney shall further comply with all federal, state, and local laws. The Attorney shall also make provision for prompt and effective communication with clients in cases undertaken pursuant to this Agreement. Such provision shall ensure that clients are able to have reasonable access to the Attorney by telephone from detention facilities.

11. **Record Retention**. The Attorney represents they will maintain files related to this Agreement, which in the sole professional judgment of the Attorney, they determine are necessary. After the representation ends, or a file is closed, the Attorney will maintain or destroy the files in accordance with any legal and ethical laws, obligations, or requirements. This Agreement does not limit the Attorney's other legal and ethical obligations to preserve client property and retain client files.

12. **Identification of Conflicts of Interest**. Upon assignment of a new client, the Attorney will make reasonable and diligent efforts to obtain and review relevant court documents and other discovery materials to determine if any potential conflicts of interest exist in the case. Record-keeping systems will be maintained which facilitate the early and efficient identification of conflicts of interest.

13. **Insurance; Defense of Claims**. Attorney agrees to carry and maintain professional liability insurance covering all services to be performed pursuant to this Agreement (including errors and omissions coverage) in an amount of not less than $250,000 per claim and $1,000,000 per occurrence and to provide to the City a certificate of insurance prior to the commencement date of this Agreement and to notify the City immediately if such insurance is cancelled, suspended, or expires during the term of this Agreement for any reason. Attorney covenants and agrees to indemnity and hold harmless the City and the City's employees, servants, agents, officials, and representatives from and against any loss, damage, costs, charges, expenses, and fees, whether direct or indirect and whether known or unknown, in any way arising out of or by reason of any negligent or intentional act or omission on the part of the Attorney or anyone acting for, on behalf of, or at the direction of the Attorney in the performance or execution of this Agreement or in any way arising out of this Agreement. In case any suit or legal proceedings shall be brought against the City or any of its employees, servants, agents, officials, or representatives at any time on account of or by reason of any negligent or intentional act or omission by the Attorney or anyone acting for, on behalf of, or at the direction of the Attorney,

the Attorney hereby covenants and agrees to assume the defense thereof and to defend the same at the Attorney's own expense and to fully pay for any and all loss, damages, costs, charges, expenses, fees, attorneys' fees and other expenses and any and all judgments that may be incurred by or obtained by or against the City or any of the City's employees, servants, agents, officials, or representatives in such suits or other proceedings or actions.

14. **Confidentiality**. The Attorney agrees to keep confidential and not use or disclose, except in furtherance of the purposes of this representation of indigent defendants, any confidential information that the Attorney may acquire during the term of, and in the course of, or as a result of, his representation of those indigent defendants Attorney is assigned to represent.

15. **Notices**. Official notice to the Attorney shall be to the mailing address identified above unless a change of address is provided to the City in writing. Official notice to the City shall be to the Mayor, City of Gulfport, 2309 15th Street, Gulfport, Mississippi 39501 with copies to the City Attorney at the same address. All official notices shall be in writing and served by U. S. Mail or by hand delivery. The point of contact for the City under this Agreement shall be the City Attorney.

16. **Severability**. Should any clause, portion or section of this Agreement be unenforceable or invalid for any reason, City and the Attorney acknowledge and agree that such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of the Agreement. The captions/titles have no effect or meaning other than as headings to identify the paragraphs.

17. **Governing Law**. City and the Attorney acknowledge and agree that this Agreement shall be construed in accordance with the laws of the State of Mississippi.

18. **Entire Agreement and Amendments**. This Agreement constitutes the entire agreement of the parties and supersedes and cancels all previous written or oral agreements or representations relating to the subject matter hereof. This Agreement may not be amended, supplemented or modified except by a written document signed by the City and the Attorney.

19. **Successors**. This Agreement shall inure to the benefit of and may be enforced by the City, its successors and assigns, and shall be binding upon the Attorney, its executors, administrators, heirs, and other successors in interest. The Attorney's rights and obligations under this Agreement are not assignable.

20. **Official Approval of Contract**. This Agreement shall take full force and effect only after it is approved by the Governing Authority for the City and signed by the Mayor and also signed by the Attorney.

WITNESS OUR SIGNATURES as duly authorized and voluntarily signed on the day and year hereinafter stated.

LEE RUSSELL, ESQ.
Russell Law Firm, PLLC
1231 28th Sreet
Gulfport, Mississippi 39501

By:_____

Printed Name:_____

Title:_____

Date:_____

CITY OF GULFPORT
Post Office Box 1780
Gulfport, Mississippi 39502-1780

By:_____

Printed Name:_____

Title:_____

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 _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE PROFESSIONAL SERVICES AGREEMENT WITH GERARD THOMAS "TOM" JOHNSON TO SERVE AS A DOMESTIC VIOLENCE INVESTIGATOR, TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi, is a municipal corporation organized and existing according to the laws of the State of Mississippi and is governed by its Mayor and City Council ("Governing Authority"); and

WHEREAS, the City of Gulfport employs a full-time City Prosecutor who serves as Administrator of the City Prosecutor's Office in the City's Legal Department and employs a part-time "domestic violence prosecutor" who focuses on prosecution of domestic violence cases and whose work is funded by a Violence Against Women Act (VAWA) grant; and

WHEREAS, also funded by a VAWA grant is a part-time position of "domestic violence investigator"; and

WHEREAS, retired police officer Gerard Thomas "Tom" Johnson has 25+ years of experience with the Gulfport Police Department, 19 of those years in the Detective Division of the Police Department, and desires to contract with the City to perform the work of the part-time "domestic violence investigator" pursuant to the terms of the proposed Professional Services Agreement attached hereto as Exhibit "A"; and

WHEREAS, under the proposed agreement (Exhibit "A" hereto), this appointed position would continue to be compensated at a stipulated hourly rate based on an as needed basis, not to exceed a stated number of hours per week.

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 Professional Services Agreement between the City of Gulfport and Gerard Thomas "Tom" Johnson be and it is hereby approved, contingent upon funding being approved, in substantially the same form as is found in Exhibit "A" to this resolution and at the contractual amount as is approved by the funding source, which may ultimately be less than is found in Exhibit "A" to this resolution, and the Mayor be and he is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2024.

(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 _____, 2024.

APPROVED:

_____

MAYOR

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF GULFPORT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into and executed in Gulfport, Mississippi on the day and year hereinafter set forth by and between the **CITY OF GULFPORT, MISSISSIPPI** (herein the "City"), having an address of Post Office Box 1780, Gulfport, Mississippi 39502, and **GERARD THOMAS "TOM" JOHNSON, II,** having an address of 2330 Farrell Circle, Gulfport, MS 39507 for the purposes and according to the terms, covenants, and conditions hereinafter set forth, to-wit:

WITNESSETH THAT:

WHEREAS, the City of Gulfport, Mississippi is a municipal corporation organized and existing according to the laws of the State of Mississippi and is governed by its Mayor and City Council ("Governing Authority"); and

WHEREAS, the City of Gulfport is in need of personnel to investigate persons alleged to have committed crimes involving domestic violence that originate in the Gulfport Municipal Court to assist with domestic violence prosecutorial work in the City Prosecutor's Office; and

WHEREAS, the City is the recipient of a Stop Violence Against Women Act ("VAWA") Grant which has previously funded the position of a domestic violence investigator for the City of Gulfport in cases originating before the Gulfport Municipal Court and which has funded a part-time Assistant City Prosecutor who is independently contracted to assist with domestic violence prosecutorial work in the City Prosecutor's Office; and

WHEREAS, Johnson is an experienced investigator, having previously served with the Gulfport Police Department for 26 years, 19 of those years in the Detective Division.

NOW THEREFORE, for good and valuable consideration as herein provided, Johnson agrees to perform professional legal services according to the following conditions, terms, and provisions, to-wit:

1 . Scope of Work. Johnson, to include all of his employees and contractors, (collectively and generally referred to herein as "Johnson") shall, in a satisfactory and proper manner, and under the terms and conditions provided herein, and in accordance with any governing laws and professional rules of conduct, provide investigatory and other services for the City of Gulfport, which shall consist of, among other things the investigation of criminal charges and allegations involving or related to domestic violence and which originate in the Gulfport Municipal Court or are in violation of any domestic violence –related local, state, or federal law, as assigned by the City Prosecutor or City Attorney or their representatives. Johnson shall decline to be involved in any case or matter to which he is assigned in which a conflict of interest or ethical problem is known to exist or any case in which Johnson deems that he is not qualified. Johnson agrees to abide by any and all provisions, requirements, obligations and other duties and regulations as may be imposed by any grant that may fund the City's ability to obtain and pay for domestic violence investigatory services and Johnson acknowledges receipt of and knowledge of the grant documents and requirements associated with the VAWA Grant award to the City for 2022-2023 and the objectives, intended outcomes, and goals associated with these Grant awards.

2. Manner of Service. Services provided by Johnson pursuant to or in accordance with this Agreement shall be performed in a professional, prompt and competent manner and in accordance with the laws of the State of Mississippi and the United States of America and conform to high and ethical standards in the community and in the State of Mississippi. Services to be provided by Johnson, insofar as applicable and necessary in any given case or assignment, shall include, but not be limited to, counseling, investigation, coordination with the City Prosecutor and/or the domestic violence prosecutor and any domestic violence victim advocate, attendance at hearings and trials, and such other services as would normally be provided by a domestic violence investigator related to the prosecution of cases or criminal or quasi-criminal charges. It is understood and agreed to herein that Johnson shall effectively be "on call" and be expected to provide needed services to the City under this Agreement at any time of the day or night no matter the circumstance, weather, day of the week, or occasion. Johnson shall keep and maintain during the term of this Agreement a local telephone number or otherwise toll-free telephone number (that is accessible at any time of any day) so that staff of the City Prosecutor's Office and the City Attorney's Office or representatives thereof as well as of the Gulfport Municipal Court and other City officials and employees may reasonably and expediently be able to communicate with him.

3. Compensation. During the term of this Agreement, the City shall compensate Johnson at the hourly rate of $28.85 per hour, not to exceed twenty (20) hours per calendar week. It is specifically understood that no travel expenses or billable time shall be charged or incurred for travel time to and from wherever Johnson is located and the City Prosecutor's Office, Gulfport Municipal Court, the Harrison County Courthouse, or any other courthouse or any other structure, premises, or facility associated with the course or scope of services herein and that the only compensation Johnson will receive from the City is for actual time worked for services provided by Johnson to the City under this Agreement. Johnson shall submit detailed billing statements to the City in accordance with the terms of the Agreement set forth herein or as otherwise required by the City and shall submit the same via electronic mail to the City Attorney and his Office Manager (jbruni@gulfport-ms.gov and jmjones@gulfport-ms.gov or other such e-mail addresses as may, from time to time, be provided, in writing to Attorney) with copy to the City Prosecutor (dstough@gulfport-ms.gov or other such e-mail address as may, from time to time, be provided, in writing, to Johnson)) by 5:00 p.m. on the last week day (non-holiday) of each month during the duration of this Agreement. The City shall pay Johnson within thirty (30) days of the City's receipt of detailed and approved billing invoices submitted by Johnson. There is no guarantee of cases or work to be assigned to Johnson under this Agreement and, therefore, there is no minimum or maximum number of cases or amount of work to be assigned to him. Other than compensation for services as specifically set forth in this Paragraph, no other benefits or compensation shall be owed by City as a result of services performed under this Agreement.

4. **Term of Service.** The term of this Agreement shall commence October 1, 2024, and expire on September 30, 2025, ("Term") unless sooner terminated or canceled as set forth herein. The term of this Agreement may be extended for subsequent twelve (12) month periods subject to availability of the VAWA grant and approval by the City's Governing Authority.

5. **Non-Exclusive Contract.** This is a non-exclusive contract as to each party hereto, and each party retains the right at any time to contract with other persons or entities, including another governmental entity, where such engagement shall not result in a conflict of interest or other ethical conflict. It is agreed and understood, however, that prior to Johnson contracting with other persons or entities to provide similar type services set forth in this Agreement or any of its attachments, Johnson shall notify the City of such anticipated work or provision of services before commencement thereof, with such notification to occur reasonably well in advance of the occurrence of such work or provision of services.

6. **Termination.** (a) *For convenience.* Either party may terminate this Agreement at any time for any reason (or no reason) by giving the other party written notice of termination at least thirty (30) days prior to the effective date of termination. Should this Agreement be terminated pursuant to this provision, Johnson agrees to complete all assigned cases or matters and those previously undertaken or being handled by Johnson to final disposition unless such completion would violate the prescribed law or the case or matter is re-assigned or as otherwise agreed to by the City Attorney. (b) *For default.* Breach or failure to perform any provision of this Agreement shall be an "event of default." If the party in breach fails to cure any default within fifteen (15) days from receipt of written notice of an event of default, then this Agreement may be terminated immediately for default by written notice to the breaching party or party in default and in such event, either party may assert any remedies at law or in equity that it/he deems to be entitled for breach of contract.

7. **Waiver; Remedies**. (a) Failure to enforce any provision of this Agreement in which an event of default has occurred shall not constitute a waiver of rights to subsequently enforce this contract and each provision hereof. To the extent allowable by law, and subject to any state and federal law immunities, each party agrees to indemnify the other against any loss or damages resulting from an event of default not cured as provided herein. (b) If any party is required to obtain or utilize the services of an attorney to enforce any provision of this Agreement for failure to cure any default as herein provided, then the party in default shall be liable for the other party's reasonable attorney's fees and costs of litigation.

8. **Independent Contractor; Professional Services Contract; Materials, Equipment, and Resources.** (a) Johnson certifies that he shall be licensed, certified, experienced, and qualified and able to perform any and all services for which he accepts engagement under this Agreement, and he agrees to notify City immediately if his license(s) and/or certification, if any, are terminated or suspended or his credentials change so as to limit his professional qualifications, which shall be grounds for immediate cancellation of this Agreement and of any further obligations for payment of unearned fees by the City hereunder, without requirement of provision of any advance notice to Johnson. (b) This is a professional services contract in which Johnson shall at all times be acting as and considered an <u>independent contractor</u> with the City and not an employee of the City or any of the City's employees, servants, agents, or representatives. Johnson shall have no claim under this Agreement or otherwise against the City for wages, salary, vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation disability, unemployment insurance benefits, or benefits of any kind or sort other than the compensation as set forth herein. (c) Johnson agrees that he has secured or will secure at his own expense, all persons, employees, equipment, and other resources required or otherwise deemed by him to be necessary to perform the services contemplated and/or required under this Agreement. Johnson acknowledges and agrees that he alone controls the method and means by which he (and his employees, agents, and resources) provides services and the manner in which he (and his employees, agents, and resources) carries out these services under this Agreement. (d) It is understood that Johnson is being contracted herewith to provide services to the City but that on occasion Johnson may utilize his employees or contractors to perform some of the obligations, duties, or requirements of this Agreement. In such circumstances, Johnson agrees that employees and/or contractors utilized by him will be as equally qualified as him and with comparable professional qualifications, licenses, and certifications in the field or fields set forth in this Agreement. Should Johnson utilize employees and/or contractors to perform any of the duties or obligations under this Agreement, he shall provide the full names, residential addresses, and a list of such persons' qualifications, licenses, and certifications to the City in advance of such performance. Johnson further certifies that all employees and contractors that he shall utilize in the performance of this

Agreement shall, like him, not have been convicted of a felony recognized by any federal or state law and shall not have been previously convicted of any crime of violence or domestic violence.

9. **Taxes.** City and Johnson acknowledge and agree that Johnson will be solely and completely responsible for any and all taxes due and owing to any governmental entity or agency (local, state and/or federal) on any monies or compensation received by Johnson from City under this Agreement.

10. Compliance with Legal Obligations. Johnson agrees that, in rendering services under this Agreement, he shall comply with all federal, state, and local laws.

11. Records. It is understood and acknowledged that all documents used by Johnson in his provision of services under this Agreement shall become the property of the Office of City Prosecutor and shall be kept and maintained in the Office of the City Prosecutor. This Agreement does not limit Johnson's other legal and/or ethical obligations to preserve files and records and the confidentiality thereof.

12. Identification of Conflicts of Interest. Upon assignment of a case or matter under this Agreement, Johnson will make reasonable and diligent efforts to obtain and review relevant court documents and other materials reasonably available in connection with the case or matter to determine if any potential conflicts of interest exist in the case or matter concerning his involvement or provision of services for the City in connection with the same.

13. **Insurance; Defense of Claims.** Johnson agrees to carry and maintain professional liability insurance covering all services to be performed pursuant to this Agreement (including errors and omissions coverage) in an amount of not less than $250,000.00 per claim and $1,000,000 per occurrence and to provide to the City a certificate of insurance prior to the commencement date of this Agreement and to notify the City immediately if such insurance is cancelled, suspended, or expires during the term of this Agreement for any reason. Johnson covenants and agrees to indemnity and hold harmless the City and the City's employees, servants, agents, officials, and representatives from and against any loss, damage, costs, charges, expenses, and fees, whether direct or indirect and whether known or unknown, in any way arising out of or by reason of any negligent or intentional act or omission on the part of Johnson or anyone acting for, on behalf of, or at the direction of Johnson in the performance or execution of this Agreement or in any way arising out of this Agreement. In case any suit or legal proceedings shall be brought against the City or any of its employees, servants, agents, officials, or representatives at any time on account of or by reason of any negligent or intentional act or omission by Johnson or anyone acting for, on behalf of, or at the direction of Johnson, Johnson hereby covenants and agrees to assume the defense thereof and to defend the same at Johnson's own expense and to fully pay for any and all loss, damages, costs, charges, expenses, fees, attorneys' fees and other expenses and any and all judgments that may be incurred by or obtained by or against the City or any of the City's employees, servants, agents, officials, or representatives in such suits or other proceedings or actions.

14. Confidentiality. Johnson agrees to keep confidential and not use or disclose, except in furtherance of the purposes of the services called for under this Agreement, any confidential information that Johnson may acquire during the term of, and in the course of, or as a result of, the provision of services that he provides under this Agreement.

15. Notices. Official notice to Johnson shall be to the mailing address identified above unless a change of address is provided to the City in writing. Official notice to the City shall be to the City

Attorney, City of Gulfport, 2220 15th Street, Gulfport, Mississippi 39501 with copy to the City Prosecutor at the same address. All official notices shall be in writing and served by U. S. Mail or by hand delivery. The point of contact for the City under this Agreement shall be the City Attorney.

16. Severability. Should any clause, portion or section of this Agreement be unenforceable or invalid for any reason, City and Johnson acknowledge and agree that such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of the Agreement. The captions/titles have no effect or meaning other than as headings to identify the paragraphs.

17. Governing Law. City and Johnson acknowledge and agree that this Agreement shall be construed in accordance with the laws of the State of Mississippi.

18. Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties and supersedes and cancels all previous written or oral agreements or representations relating to the subject matter hereof. This Agreement may not be amended, supplemented or modified except by a written document signed by the City and Johnson.

19. Successors. This Agreement shall inure to the benefit of and may be enforced by the City, its successors and assigns, and shall be binding upon Johnson, his executors, administrators, heirs, and other successors in interest. Johnson's rights and obligations under this Agreement are not assignable.

20. Communication; Reports. Johnson shall make provision for prompt and effective communication with the City, through appropriate officials within the Office of the City Attorney and/or the City Prosecutor, with respect to all work and services undertaken pursuant to this Agreement. It is further acknowledged and agreed that by 5:00 p.m. on each Friday of every week during the Term of this Agreement Johnson shall provide the City, through submission to the City Attorney or his designated representative, detailed written reports setting forth and adequately describing services and work provided by Johnson under this Agreement for the prior day or days when services and work were provided, the dates when such services and work were provided, and the time devoted by Johnson in the provision of such services and work, and which were not within the scope of an earlier such report provided to the City. Johnson shall further provide the City, through similar submission to the City Attorney or his designated representative, any and all records, information, and reports that may be required by the administrator or source of the VOCA Grant and/or VAWA Grant referenced or described herein, or any audit or law or regulation related or applicable to or governing such grants, or otherwise requested from Johnson by the City in association with or related to this Agreement.

21. Official Approval of Contract. This Agreement shall take full force and effect only after it is approved by the Governing Authority for the City and signed by the Mayor and Johnson.

WITNESS OUR SIGNATURES as duly authorized and voluntarily signed on the day and year hereinafter stated.

GERARD THOMAS "TOM" JOHNSON
2330 Farrell Circle
Gulfport, MS 39507
(228)596-9817

By: _____

Date: _____

CITY OF GULFPORT
Post Office Box 1780
Gulfport, Mississippi 39502-1780

By: _____

Printed Name: BILLY HEWES

Title: _ Mayor

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 _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE KEN COMBS BOAT LAUNCH DREDGING DUE TO HURRICANE ZETA PROJECT, AND FOR RELATED PURPOSES

WHEREAS, Blue Diving & Salvage, LLC, was awarded the contract for the Ken Combs Boat Launch Dredging Due to Hurricane Zeta Project, which project was designed to dredge the Ken Combs Boat Launch and place material along the adjacent beach; and

WHEREAS, work was substantially completed on the above referenced project as of August 9, 2024; and

WHEREAS, the Director of Engineering, upon the recommendation of the project engineer, Covington Civil & Environmental, has submitted for review the Certificate of Substantial Completion pertaining to the Ken Combs Boat Launch Dredging Due to Hurricane Zeta Project, which, along with supporting documentation, is attached hereto collectively as Exhibit "A";

WHEREAS, approval of the Certificate of Substantial Completion, as attached hereto in Exhibit "A", is believed to be 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 Certificate of Substantial Completion be and it is hereby approved in the form as is found in Exhibit "A" to this resolution and is found to be in the best interest of the City, and the Mayor (or designee) be and he 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 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 _____, 2024.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2024.

_____

MAYOR

Memorandum – City of Gulfport

ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Wayne E. Miller, CAO
Todd Harman, CPA, Director of Finance and Accounting
J. Tyler Gentry, Director of Public Works
Robert Lee, P.E., Assistant City Engineer
Legal Department

From: Jeremy R. Harrison, P.E., Director of Engineering

Date: August 12, 2024

Re: **Recommendation to Approve Certificate of Substantial Completion**
- **Ken Combs Boat Launch Dredging due to Hurricane Zeta**
- **Blue Diving and Salvage, LLC**

Attached for your consideration is the Certificate of Substantial Completion for the above referenced project. All work was substantially complete as of August 9, 2024.

This project is designed to dredge the Ken Combs Boat Launch and place material along the adjacent beach. The cost of construction for this project is funded by FEMA Public Assistance for Hurricane Zeta. The City will be responsible for 5% of the overall costs after reimbursement.

I recommend approval of this item. Attachments:

1. Sarah McLellan, P.E., Project Engineer, letter dated August 12, 2024
2. Certificate of Substantial Completion

August 12, 2024

Mr. Jeremy R. Harrison, P.E.
Director of Engineering
4050 Hewes Avenue
Gulfport, MS 39507

Re: Recommendation for Substantial Completion
Repairs to Ken Combs Dredging Due to Hurricane Zeta Project No. 178392
Blue Diving & Salvage, LLC
Purchase Order No. 242053

Dear Mr. Harrison:

At this time, Covington Civil and Environmental recommends the acceptance of Substantial Completion of the Repairs to Ken Combs Dredging. The official date of issuance of acceptance for Substantial Completion is August 9, 2024.

Should you need any additional information or clarification, please contact me at (228) 396-0486 or sarah@ccellc.us.

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC

Sarah McLellan, P.E.
Project Engineer

Enclosures: Ken Combs Dredge Substantial Completion Certificate

Certificate of Substantial Completion

Project: Repairs to Ken Combs Dredging Due to Hurricane Zeta Project No. 178392	Owner: City of Gulfport	
Contract: Repairs to Ken Combs Dredging Due to Hurricane Zeta Project No. 178392		Date of Contract: 4-17-2024
Contractor: Blue Diving & Salvage, LLC, 4032 Dauphin Island Parkway, Mobile, AL 36605		Engineer's Project No.: 16405.08

This definitive Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents: ☐ The following specified portions:

August 9, 2024

Date of Substantial Completion

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 Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A definitive list of items to be completed or corrected is attached hereto. 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.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☒ Not Amended

Owner's Amended Responsibilities:

N/A

Contractor's Amended Responsibilities:

N/A

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

N/A

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

Executed by Engineer	August 12, 2024 Date
Accepted by Contractor	08/12/2024 Date
Accepted by Owner	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 _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE WORK ASSIGNMENT TO DNA UNDERGROUND, LLC, UNDER EXISTING UNIT PRICE CONTRACT FOR THE OLD HIGHWAY 49 AT O'NEAL ROAD INTERSECTION IMPROVEMENTS PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the Governing Authority for the City previously entered into a unit price contract with DNA Underground, LLC, for various repair and replacement projects as may be required by Engineering or Public Works, which contact provides the Department of Public Works and Engineering with another option for completing needed repairs in a timely and convenient manner; and

WHEREAS, the said unit price contract requires approval of the governing authority for any work assignment valued at over $250,000.00; and

WHEREAS, the city intends to undertake a project designed to widen O'Neal Road from Highway 49 west to Old Highway 49, improving the KCS crossing and

WHEREAS, as set forth in Exhibit "A", the Director of Public Works and Engineering recommends that the work assignment to DNA Underground, LLC, for the work outlined herein, which is expected to cost between $250,000 and $300,000, be approved as required by the City's contract with DNA Underground, with a not to exceed limit of $300,000.00.

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 work assignment to DNA Underground, LLC, for the work outlined herein, which is expected to cost between $250,000 and $300,000, be and the same is hereby approved as required by the City's contract with DNA Underground, with a not to exceed limit of $300,000.00.

SECTION 3. That the Mayor and/or Public Works Director or designee of either should be, and hereby is, authorized on behalf of the City of Gulfport to execute whatever documents, including a work order, as may be required to initiate the work under the contract described herein.

SECTION 4. 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 _____, 2024.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2024.

_____

MAYOR

Memorandum – City of Gulfport

ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Wayne E. Miller, CAO
Todd Harman, CPA, Director of Finance and Accounting
J. Tyler Gentry, Director of Public Works
Robert Lee, P.E., Assistant City Engineer
Jessica Versiga, Purchasing Agent
Legal Department

From: Jeremy R. Harrison, P.E., Director of Engineering

Date: August 22, 2024

Re: **Request Permission to Complete Construction Using the Gulfport Repair & Replacement Unit Price Contract with DNA Underground, LLC**
Old Highway 49 at O'Neal Road Intersection Improvements Project

---

I request permission to complete the Old Highway 49 at O'Neal Road Intersection Improvements Project using the current Repair and Replacement Unit Price Contract with DNA Underground, LLC. The project is designed to widen O'Neal Road from Highway 49 west to Old Highway 49, improving the KCS crossing and adding a traffic signal at the intersection of O'Neal Road and Old Highway 49. This project will also include overlay of the existing roadway that was damaged during the water and sewer installation; however, this overlay will be completed using our existing Group C3 term contract for asphalt with Warren Paving Inc.

The contract requires that any project over $250,000.00 be approved in advance by the Mayor and City Council. Utilizing this in place contract will help expedite the completion of this project. I request permission to use the unit price contract up to the amount of $300,000.00 which falls within the approved budget to complete these roadway improvements.

I recommend approval of this item.

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 _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING THE MAYOR, THE CHIEF OF POLICEAND OTHER NECESSARY OFFICIALS OF THE CITY TO SUBMIT APPLICATION TO THE MISSISSIPPI DEPARTMENT OF MARINE RESOURCES SEEKING GRANT FUNDING PURSUANT TO THE MISSISSIPPI TIDELANDS TRUST FUND GRANT PROGRAM TO PURSUE FUNDING FOR A NEW BOAT IN SUPPORT OF-WATER LAW ENFORCEMENT ACTIVITIES WITHIN THE CITY OF GULFPORT, MISSISSIPPI, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi, is a municipal corporation chartered under the laws of the State of Mississippi; and

WHEREAS, the Tidelands Trust Fund Program began in 1994, and its stated mission is to carry out state policy by balancing the interests of upland private property owners and the general public over the use of public trust tidelands and submerged land of the State of Mississippi.; and

WHEREAS, the Tidelands Trust Fund is comprised of funds derived from the lease of tidelands and submerged lands and is administered by the Secretary of State's Office and Mississippi Department of Marine Resources as mandated by state law (Miss. Code Ann. Section 29-15-1, et seq.; and

WHEREAS, applications are accepted from public entities for funds to support projects for which the Tidelands Trust Fund funds are to be used (i.e., new and extra programs of tidelands management, such as conservation, reclamation, preservation, acquisition, education, or the enhancement of public access to the public trust tidelands or public improvement projects as they relate to those lands);

WHEREAS, the Gulfport City Council has considered and identified the procurement of a new boat for use by the Gulfport Police Department as a project of great importance to the long term public health and welfare, growth and economic benefit of the City of Gulfport qualifying for funding from the Mississippi Tidelands Trust Fund Grant Program, as more fully described in the attached Exhibit "A" (Memorandum from Adam Cooper, Chief of Police) and by this means expresses its intention and

desire that the Mayor, Chief of Police and other City officials be authorized to execute and deliver such grant applications (See Exhibit "B" hereto) and other documents as are necessary and proper to support such grant application; and

WHEREAS, it is the desire of the Governing Authority of the City to authorize and direct the Mayor, Chief of Police, and other necessary officials of the City to execute and submit such documents and applications as are required to apply for and obtain such funding through the Mississippi Tidelands Trust Fund Grant Program, administered by the Mississippi Department of Marine Resources, all in accordance with law.

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 Mayor, Chief of Police, and other necessary officials of the City are hereby authorized to execute and submit such documents and applications (See Exhibit "B" hereto) as are required to apply for and obtain such funding for the project identified herein through the Mississippi Tidelands Trust Fund Grant Program, administered by the Mississippi Department of Marine Resources, all in accordance with 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 _____, 2024.

(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 _____, 2024.

APPROVED:

_____

MAYOR

Memorandum

To: Mayor Billy Hewes
From: Chief Adam Cooper, Gulfport Police Department
Date: August 22, 2024
Re: Permission to Apply for Tidelands Funding

Subject: Permission to apply for Tidelands Funding through Mississippi Department of Marine Resources.

The Gulfport Police Department requests permission to apply for Tidelands Funding through Mississippi Department of Marine Resources for a new boat. This is a non-match grant.

I appreciate your consideration of this request. If you have any questions, please feel free to call me at 868-5964.

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY 25

ENHANCE • PROTECT • CONSERVE

☐ Public Access ☑ Managed Project

Official Use Only

Project Number: _____

Average Merit Score: _____

Requesting Agency: _____

PROJECT SUMMARY

red outlines indicate required fields

1. Title of Project:

Gulfport Waterway Safety Enhancement

2. Location of Project:

2220 15th St
Gulfport, MS 39501

3. Requesting Agency:

City of Gulfport Police Department

4. Requesting Agency Representative:

a. Name: Billy Hewes III

b. Phone: 228-868-5900 ext 6196

c. Fax:

d. Address: 2220 15th ST, Gulfport, MS 39501

e. Email:

5. Project Manager:

a. Name: Gregory Peleaz

b. Phone: 228-868-5900 ext 6196

c. Fax: 228-868-5905

d. Address: 2220 15th ST, Gulfport, MS 39501

e. Email: gpeleaz@gulfport-ms.gov

6. Funding Requested:

$ 99,000.00

7. Matching Funds:

8. Source of Matching Funds:

9. Total Project Funds:

$ 99,000.00

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY 25

ENHANCE • PROTECT • CONSERVE

PROJECT SUMMARY

10. Provide Brief Project Description/Overview:

The City of Gulfport seeks to purchase a deep-vee vessel of at least 20 feet to increase its current maritime safety, enforcement, and search and rescue capabilities. The city of Gulfport possesses a shared responsibility for the enforcement, education, and safety of maritime activity within inland and off-shore waterways of Harrison County, MS. Located within the City's maritime area of responsibility are the State Port of Gulfport (both inland and deep-water ports), Bayou Bernard Industrial Canal, numerous recreational parades and activities, residential, commercial, and industrial complexes; including facilities utilized in the housing, manufacture, and transportation of Department of Defense equipment. The City further seeks to equip the vessel with under water mapping/charting technologies to aid in the City's ability to conduct search and rescue operations, investigations, and ensure the safety of navigable waterways.

11. LIST Project Goals/Objectives:

- Enhance maritime safety
- Enhance enforcement efforts along inland waterways
- Enhance protection capabilities of waterside soft targets in the region
- Enhance search and rescue capabilities
- Enhance capabilities to respond to near shore and off-shore calls for assistance and distress
- Enhance partnerships with Local, State, and Federal entities

12. LIST Project Benefits:

- Increased interaction with commercial and recreational boaters, promoting safety on waterways
- Ability to deploy additional assets in wake of natural or man-made disasters
- Increased protective measures in a regional which houses DoD contractors and logistical partners
- Ability to respond more rapidly and effectively to emergencies

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY 25

PROJECT SUMMARY

13. LIST Project Tasks:

- Identify suitable vessel for needs of agency
- Identify suitable electronics/mapping devices
- Compile and Advertise RFP
- Evaluate Proposals
- Select best proposal
- Complete procurement process w/receipt of vessel and electronics devices
- Complete in-house installation of necessary Law Enforcement Equipment
- Begin vessel utilization

14. Project Timetable/Milestones:

- August 2024, identify acceptable/ideal vessels and ancillary devices
- October 2024, advertise RFP/reverse auction
- October 2024, review bids
- November 2024, begin procurement process
- Spring 2025, deploy vessel

15. If this project has been funded previously through Tidelands Trust Fund indicate which fiscal years: ***(type N/A if not applicable)***

N/A

16. Project Timing:

☑ **Short-term (3 years or less)** ☐ **Deferred/long-term (3 – 5 years)**

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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY 25

APPLICATION SUMMARY QUESTIONNAIRE

17. Is this a Multi-Phase Project? ☐ Yes ☑ No

18. Is any part of this project located on private property? ☐ Yes ☑ No

19. Is there an existing lease between the requesting agency and property owner? ☐ Yes ☑ No

20. If required, are the plans approved by the DMR Permitting Office? ☐ Yes ☑ No

21. Will this project enhance an existing water-dependent activity? ☐ Yes ☑ No
Identify the activity:

22. Does this project coordinate with other existing or planned projects? ☐ Yes ☑ No
Identify the project(s):

23. Will this project involve impacting, filling, or dredging coastal wetlands? ☐ Yes ☑ No
If yes, what acreage:

24. Identify the constituency or interest group(s) which this project will serve:

City of Gulfport, City of Biloxi, Harrison County, City of D'Iberville, State of Mississippi, State Port at Gulfport

25. Identify the service that this project will provide to the group(s) identified in 24:

Safety Enhancement, Law Enforcement, Search and Rescue, Mutual Aid, Asset Protection, Site Security, Dignitary Protection

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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY 25

APPLICATION SUMMARY QUESTIONNAIRE

26. Project Category:

(more than one may apply)

- [ ] Conservation
- [ ] Reclamation
- [ ] Preservation
- [ ] Acquisition
- [ ] Education
- [ ] Public Access
- [ ] Public Improvement
- [x] Other (Identify)

Safety Enhancement, Protection, Enforcement

27. Current status of architectural/ engineering pans & specifications for this project (if applicable): (check one from each group)

Group 1:

- [ ] Completed
- [ ] In Progress
- [ ] Ready to Bid
- [ ] Other (identify)

N/A

Group 2:

- [ ] Paid for
- [ ] Funds budgeted
- [ ] Funds not budgeted

28. Categorize the benefits from 12:

- [ ] Environmental
- [ ] Economic
- [x] Safety
- [ ] Public
- [ ] Other (identify)

29. Have other State or Federal funding sources been identified for the project?

- [ ] Yes
- [x] No

If yes, identify:

30. In what way does this project meet the goals and objectives of the Department of Marine Resources and the Secretary of State's Office, which include enhancing, protecting, conserving and providing public access to tidelands affected areas?

This project will continue to enhance boater education and safety efforts along the MS Gulf Coast, and the inland waterways within the City's area of responsibility. This project will further serve to enhance mutual aid and cooperative agreements with Local, State, and Federal partners to ensure safety and security of the waterways, marshlands, and infrastructure located adjacent to the waterways.

ENHANCE • PROTECT • CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY 25

APPLICATION SUMMARY

31. Summarize, in paragraph form, your Tidelands Application below. Give additional detail from TTF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds.

The City of Gulfport, through its Police Department, seeks to acquire a deep-vee, center console vessel of approximately 23 feet in length with a single outboard engine of approximately 200 horse power, in order to supplement its efforts to enhance maritime education, safety, and security along the Mississippi Gulf Coast. The City is tasked as the primary law enforcement agency for the State Port at Gulfport which is comprised of both inland and deep-water facilities. The City is further home to numerous military installations, who like the Port, house and transport billions of dollars in military equipment. In addition to State and Federal facilities along the waterways, the City is also home to Defense Department contractors engaged in the development, manufacture, and transportation of military and Department of Justice assets.

Along with the necessity to secure and respond to the aforementioned facilities, the city has an overwhelming obligation to the citizens and visitors of the Mississippi Gulf Coast to ensure the safety, security, and education of all who enjoy our waterways. Through this project the City will be afforded the opportunity to work more closely with neighboring agencies, as well as State and Federal partners to continue its efforts in maritime education and wetland preservation. The addition of a vessel capable of navigating the vastly differing coastal waterways will afford the City an opportunity to reach the differing users of the coastal waterways, ranging from commercial fisherman and charters, to recreational fisherman and boaters.

Additionally the procurement of a vessel will allow the City to supplement its efforts in patrolling the numerous recreational boating events held in the inland waterways. With events such as the Dragon Boat race, Christmas on the Bayou, Boating for Boobies, amateur drag boat racings, and numerous poker runs the City's sole maritime unit is often over burdened and requires the assistance of numerous outside agencies. The addition of this vessel will lessen the burden and necessity of outside agencies to respond to events outside of their jurisdiction.

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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY 25

APPLICATION SUMMARY

32. Estimated number of years to completion: 1

33. Estimated Completion Date: March 2025

34. Prioritize if your agency has submitted multiple projects

35. SIGNATURES

Project Manager:

Signature **Date**

Requesting Agency Representative:

Signature **Date**

36. Attach project schematics or drawings as appropriate

*Progress notes must be submitted semi-annually on Public Access projects and DMR projects, and quarterly on Managed projects.

CLICK TO SUBMIT FORM TO tidelandsapp@dmr.ms.gov

**Before submitting application, please make sure to complete the Budget form on page 8.

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY 25

ENHANCE • PROTECT • CONSERVE

BUDGET

Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Salaries, wages, Fringe						$ 0.00
Travel						$ 0.00
Architecture & Engineering						$ 0.00
Legal						$ 0.00
Consulting						$ 0.00
Construction						$ 0.00
Site Work						$ 0.00
Equipment	99000					$ 99,000.00
Land Acquisition						$ 0.00
Indirects						$ 0.00
Other						$ 0.00
Total	$ 99,000.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 99,000.00

Funding Sources	Year 1	Year 2	Year 3	Year 4	Year 5	Total
*Tidelands Funding Reallocated (Project #:_____, Year_____						$ 0.00
**Tidelands Funding Awarded						$ 0.00
***Federal Grants Funding						$ 0.00
***FEMA Funding						$ 0.00
***MEMA Funding						$ 0.00
***CDBG Funding						$ 0.00
***In-Kind Donations						$ 0.00
***Other						$ 0.00
Total	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

Instructions:

1. If project will be completed in one year, complete only the "**Year 1**" budget column.
2. If project will be completed in two years, complete "**Year 1**" and "**Year 2**" columns.
3. Follow the same process as above for "**Year 3**", "**Year 4**", and "**Year 5**", if project will not be completed for 5 years.
4. *This should be completed only if you plan to reallocate existing funds to this project.
5. **This should only be completed if you were awarded funds in previous Tidelands year for other phases of this same project.
6. ***Refer only to matching funds secured for this project.

ENHANCE • PROTECT • CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY 25

LEGISLATIVE SUMMARY

1. Title of Project:

Gulfport Waterway Safety Enhancement

2. Location of Project:

2220 15th St
Gulfport, MS 39501

3. Requesting Agency:

City of Gulfport Police Department

6. Funding Requested:

$ 99,000.00

7. Matching Funds:

8. Source of Matching Funds:

9. Total Project Funds:

$ 99,000.00

10. Summarize, in paragraph form, your Tidelands Application below. Give additional detail from TTF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds.

The City of Gulfport, through its Police Department, seeks to acquire a deep-vee, center console vessel of approximately 23 feet in length with a single outboard engine of approximately 200 horse power, in order to supplement its efforts to enhance maritime education, safety, and security along the Mississippi Gulf Coast. The City is tasked as the primary law enforcement agency for the State Port at Gulfport which is comprised of both inland and deep-water facilities. The City is further home to numerous military installations, who like the Port, house and transport billions of dollars in military equipment. In addition to State and Federal facilities along the waterways, the City is also home to Defense Department contractors engaged in the development, manufacture, and transportation of military and Department of Justice assets.

Along with the necessity to secure and respond to the aforementioned facilities, the city has an overwhelming obligation to the citizens and visitors of the Mississippi Gulf Coast to ensure the safety, security, and education of all who enjoy our waterways. Through this project the City will be afforded the opportunity to work more closely with neighboring agencies, as well as State and Federal partners to continue its efforts in maritime education and wetland preservation. The addition of a vessel capable of navigating the vastly differing coastal waterways will afford the City an opportunity to reach the differing users of the coastal waterways, ranging from commercial fisherman and charters, to recreational fisherman and boaters.

Additionally the procurement of a vessel will allow the City to supplement its efforts in patrolling the numerous recreational boating events held in the inland waterways. With events such as the Dragon Boat race, Christmas on the Bayou, Boating for Boobies, amateur drag boat racings, and numerous poker runs the City's sole maritime unit is often over burdened and requires the assistance of numerous outside agencies. The addition of this vessel will lessen the burden and necessity of outside agencies to respond to events outside of their jurisdiction.

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 ____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES, AND RESOURCES OF THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport's Department of Police regularly participates in and/or sponsors functions, events, and community outreach efforts intended to promote a good relationship between the City and the community that it serves; and

WHEREAS, the Department desires to purchase various items in support of a number of events that it sponsors as more fully outlined in the attached documentation; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising in the event by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that, pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003), an expenditure of approximately $1900.00 for the purchase of items for events such as Job Fairs, Community Outreach, and Touch-a-Truck style events.

WHEREAS, the items identified in the attached documentation serve the purposes of advertising and bringing into favorable notice the opportunities, possibilities, and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through the City Council and Administration, is hereby authorized to expend municipal funds in the approximate amount of $1900.00 for items such as candy to be given away during community relations/recruiting events.

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 _____, 2024.

(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 _____, 2024.

APPROVED:

_____

MAYOR

Gulfport Police Department

Memo

To: Mayor Billy Hewes, City Council

From: Chief Adam Cooper

Date: August 27, 2024

Re: **Promotional Items**

The Gulfport Police Department frequently engages and participates in activities for the citizens of Gulfport with emphasis on engaging the public. The Police Department participates in job fairs, touch a truck, and other community relations style events to promote positive police interactions. These events are scheduled throughout the year.

We are requesting your approval to purchase promotional items such as stickers, stress balls, lanyards, key chains to support the above-mentioned events. The total cost is approximately $1,900.00.

Amy Barrett
228-863-2231
amybarrett.geiger.com

August 22, 2024

Quote for Gulfport Police Department

Item 172 Bottle Opener Key Light

250 @ .99 each = 247.50

Set up 40.00

Total 287.50

Plus freight 32.50

Thank you, Amy

Amy Barrett
228-863-2231
amybarrett.geiger.com

August 22, 2024

Quote for Gulfport Police Department

Item SB-704 Police Car Stress Ball

175 @ 2.63 each = 460.25

Set up	55.00
Total	515.25

Plus freight 28.00

Thank you, Amy

Amy Barrett
228-863-2231
amybarrett.geiger.com

August 27, 2024

Quote for Gulfport Police Department

Item 330202 Police badge sticker
Matte gold with black imprint

1 roll of 1000 =.	320.00
Freight	29.50
Total	349.50

Thank you, Amy

Amy Barrett
228-863-2231
amybarrett.geiger.com

August 22, 2024

Quote for Gulfport Police Department

Item SM-2431 Lanyard
Black with white imprint
300 @ 1.79 each = 537.00

Set up	55.00
Total	592.00

Plus freight 45.00

Thank you, Amy

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of ____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES, AND RESOURCES OF THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport's Police Department regularly participates in and/or sponsors functions, events, and community outreach efforts intended to promote a good relationship between the City and the community that it serves; and

WHEREAS, the Department desires to purchase various items in support of a number of events that it sponsors as more fully outlined in the attached documentation; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising in the event by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that, pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003), an expenditure of not to exceed $550.00 for the purchase of items for events such as Halloween's Boo Bash.

WHEREAS, the items identified in the attached documentation serve the purposes of advertising and bringing into favorable notice the opportunities, possibilities, and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through the City Council and Administration, is hereby authorized to expend municipal funds in a not to exceed amount of $550.00 for items such as candy to be given away during Halloween events.

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 _____, 2024.

(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 _____, 2024.

APPROVED:

_____

MAYOR

Gulfport Police Department

Memo

To: Mayor Billy Hewes, City Council

From: Chief Adam Cooper

Date: August 20, 2024

Re: **Halloween Candy**

The Gulfport Police Department frequently engages and participates in activities for the citizens of Gulfport with emphasis on engaging children. The Police Department participates in Boo Bash to promote positive interactions between police and children. This event is scheduled during October this year and is in conjunction with other city departments.

We are requesting your approval to purchase promotional items to support the above-mentioned events such as bulk candy. The total cost is approximately $550.00.

sam's club | Departments | Sam's Services | halloween candy | Reorder | Savings | Sign in | Cart

Halloween Candy | Chocolate Candy | Gummy & Chewy Candy | Hard Candy & Lollipops | Gum & Mints | Bulk Candy | Shop All Candy

Limited Time

Hershey Halloween Variety Pack Chocolate Candy, 400 pcs.

★★★★★ (1)

$27.98 $0.07/ea

Pickup | Delivery

Add to cart

Limited Time

Mars Werewolf Halloween Variety Pack Candy, Mini & Fun Size, 185 pcs.

★★★★★

$24.98 $0.14/ea

Pickup | Delivery

Add to cart

Limited Time

REESE'S Pumpkins, Milk Chocolate Peanut Butter Candy, 65 pcs.

★★★★½ (249)

$12.98 $0.20/ea

Pickup | Delivery

Add to cart

Limited Time

Ring Pop Halloween Candy, 0.5 oz., 50 ct.

★★★★★ (1)

$19.98 $0.40/ea

Pickup | Delivery

Add to cart

Tootsie Playtime Mix Bag, 4.75 lbs.

★★★★½ (1284)

$13.32 $0.18/oz

Shipping | Pickup | Delivery

Free shipping for *Plus*

Add to cart

Limited Time

Ferrero Halloween Variety Pack Chocolate Candy Bars, Mini Size, 200...

★★★★★ (163)

$19.98 $0.10/ea

Pickup | Delivery

Add to cart

Halloween Jelly & Swirl Pops, 24 pk.

★★★★☆ (58)

$11.94

Shipping | Pickup | Delivery

Free shipping for *Plus*

Add to cart

Limited Time

REESE'S Milk Chocolate Peanut Butter Cups, Snack Size, 375 pcs.

★★★★½ (1063)

$57.98 $0.15/ea

Pickup | Delivery

Add to cart

Limited Time

Hershey Halloween Variety Pack Candy, Mini & Snack Size, 210 pcs.

★★★★★ (3)

$22.98 $0.11/ea

Pickup | Delivery

Add to cart

Skittles & Lifesavers Variety Pack, 100 pcs.

★★★★½ (103)

$19.48 $0.19/ea

Shipping | Pickup | Delivery

Free shipping for *Plus*

Add to cart

Dreyer's GRAND ICE CREAM

Delight in Every Bite
Sponsored

Kit Kat Drumstick Ice Cream Cones Variety Pack, Frozen 16 ct.
$10.88 $0.68/ea

Instant Savings
Nestle Drumstick Cone Variety Pack, Frozen 16 ct.
$3 off
Ends Aug 18
$7.88 ~~$10.88~~ $0.49/ea

Shop all

"popsicle" 7+ results

Prices may vary in club and online

All filters | Delivery method | Department | Product Type | Brand | Product Rating | Delivery Options | Price | Sort by

Sponsored
Helados Mexico Fruit and Cream Ice Cream Bars, Frozen, 24 ct.
★★★★½ (601)
$13.48 $0.56/ea
Pickup Delivery
Add to cart

Limited Time
Fla-Vor-Ice Giant Pops, 1.5 oz., 200 pk.
★★★★½ (775)
$9.98 $0.05/ea
Pickup Delivery
Add to cart

ICEE Freeze Squeeze Up Variety, Frozen, 30 ct.
★★★★★ (1069)
$9.98 $0.33/ea
Pickup Delivery
Add to cart

Limited Time
Wyler's Authentic Italian Ices, 2 oz., 96 pk.
★★★★★ (1585)
$11.48 $0.12/ea
Pickup Delivery
Add to cart

Sponsored
Nestle Outshine Fruit Bars Variety Pack 24 pk.
★★★★★ (1742)
$11.36 $0.47/ea
Pickup Delivery
Add to cart

Limited Time
GoodPop 100% Fruit Juice Freezer

Outshine Fruit Pops, Variety Pack,

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 _____, 2024, the following Resolution:

A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE TO THE IMPACTS OF HURRICANE ZETA ON THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, by virtue of a Proclamation executed on Monday, October 26, 2020, the Mayor proclaimed a "local emergency" pursuant to *Miss. Code Ann*. § 33-15-17(d) and a "civil emergency" pursuant to *Miss. Code Ann*. § 45-17-3, et seq., due to an imminent threat of a "natural disaster" resulting from Hurricane Zeta and related conditions (tropical rain, wind, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about October 28-29, 2020; and

WHEREAS, further, due to said local/civil emergency, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of "emergency management" and invoked special emergency authority, including, but not limited to Sections 45-17-1, et seq., Sections 33-15-1, et seq., Section 31-7-13(k) and Sections 21-35-19, et seq., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and invoked emergency measures according to authority of Sec. 1-70 and Sec. 7-19, *Code of Ordinances of the City of Gulfport, Mississippi*; and

WHEREAS, the Gulfport City Council, on November 3, 2020, on November 17, 2020, on December 8, 2020, on January 5, 2021, on February 2, 2021, on March 2, 2021, on March 16, 2021, on April 8, 2021, on May 4, 2021, on May 18, 2021, on June 10, 2021, on July 6, 2021, on August 3, 2021, on August 17, 2021, on September 17, 2021, on October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March

8, 2022, on April 4, 2022, on May 3, 2022, on May 17, 2022, on June 7, 2022, on July 5, 2022, on August 2, 2022, on September 6, 2022, on October 4, 2022, on October 18, 2022, on November 8, 2022, on December 6, 2022, on January 3, 2023, on January 17, 2023, on February 7, 2023, on March 3, 2023, on March 21, 2023, on April 11, 2023, on May 2, 2023, on May 16, 2023, on June 6, 2023, on July 5, 2023, on July 18, 2023; on August 8, 2023, on September 5, 2023, on October 3, 2023, on October 17, 2023, on November 7, 2023, on December 5, 2023, on December 19, 2023, on January 16, 2024, on February 6, 2024, on March 5, 2024, on April 2, 2024, on April 16, 2024, on May 7, 2024, on June 4, 2024, on July 2, 2024, on July 16, 2024, and on August 6, 2024, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need for continuing local emergency management and associated relief from Federal and State governments to prepare for and respond to the impact and effects of Hurricane Zeta, and shall continue until the governing body terminates the local emergency once conditions warrant.

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

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

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of Hurricane Zeta.

SECTION 3. That a state of civil emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of local emergency by the Governing Authority.

SECTION 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

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

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Governing Authority terminates the local emergency in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

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

AYES **NAYS** **ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2024.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2024.

_____

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 _____, 2024, the following Resolution:

A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE TO THE IMPACTS OF HURRICANE IDA ON THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, by virtue of a Proclamation executed on Friday, August 27, 2021, the Mayor proclaimed a "local emergency" pursuant to *Miss. Code Ann*. § 33-15-17(d) and a "civil emergency" pursuant to *Miss. Code Ann*. § 45-17-3, *et seq*., due to an imminent threat of a "natural disaster" resulting from Tropical Storm/Hurricane Ida and related conditions (tropical rain, wind, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about August 29-30, 2021; and

WHEREAS, further, due to said local/civil emergency, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of "emergency management" and invoked special emergency authority, including, but not limited to Sections 45-17-1, *et seq*., Sections 33-15-1, *et seq*., Section 31-7-13(k) and Sections 21-35-19, *et seq*., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and invoked emergency measures according to authority of Sec. 1-70 and Sec. 7-19, *Code of Ordinances of the City of Gulfport, Mississippi*; and

WHEREAS, the Gulfport City Council, on September 7, 2021, on October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March 8, 2022, on April 4, 2022, on May 3, 2022, on May 17, 2022, on June 7, 2022, on July 5, 2022, on August 2, 2022, on September 6, 2022, on October 4, 2022, on October

18, 2022, on November 8, 2022, on December 6, 2022, on January 3, 2023, on January 17, 2023, on February 7, 2023, on March 3, 2023, on March 21, 2023, on April 11, 2023, on May 2, 2023, on May 16, 2023, on June 6, 2023, on July 5, 2023, on July 18, 2023; on August 8, 2023, on September 5, 2023, on October 3, 2023, on October 17, 2023, on November 7, 2023, on December 5, 2023, on December 19, 2023, on January 16, 2024, on February 6, 2024, on March 5, 2024; on April 2, 2024, on April 16, 2024, on May 7, 2024, on June 4, 2024, on July 2, 2024, on July 16, 2024, and on August 6, 2024, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need for continuing local emergency management and associated relief from Federal and State governments to prepare for and respond to the impact and effects of Hurricane Ida, and shall continue until the governing body terminates the local emergency once conditions warrant.

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

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

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of Hurricane Ida.

SECTION 3. That a state of civil emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including coordination of assistance and relief with state and federal authorities and private

corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of local emergency by the Governing Authority.

SECTION 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

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

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Governing Authority terminates the local emergency in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

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

AYES **NAYS** **ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2024.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2024.

_____

MAYOR

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Council Meeting Date:	09/03/24
Department #	213	Budget Amendment Number:	2024-115
Department Name	Police		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Charges for Services	5,425,000	6,330	-	5,431,330
Personnel Services	18,019,741	(284,857)	-	17,734,884
Supplies	1,844,706	45,792	-	1,890,498
Other Services	2,408,830	432,242	35,294	2,876,366
Capital	162,000	125,617	-	287,617
Total Expenditures	**22,435,277**	**318,794**	**35,294**	**22,789,365**

Total Budget Amendments as a percentage of the total originally adopted budget **1.58%**

SUMMARY:

As requested by the Police Department, this budget amendment appropriates contractual services spending associated with police services reimbursements received.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Adam Cooper

Date: August 13, 2024

Re: **Budget Amendment**

I request your permission to transfer the following funds from Police Services Reimbursement (010-502500) to Training Programs (213-622300) to be used to fund future Police Academy Classes.

Line Item	Decrease	Increase
Police Services Reimbursement 010-502500	$35,293.80	
Training Programs 213-622300		$35,293.80
Total	$35,293.80	$35,293.80

I appreciate your help. If you have any questions, please call.

City of Gulfport

Budget Amendment Request

Fund Name	County Forfeitures and Seizures	Council Meeting Date:	09/03/24
Department #	277	Budget Amendment Number:	2024-116
Department Name	County Forfeitures and Seizures		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Intergovernmental Revnenue	-	42,548	467	43,015
Personnel Services	-	-	-	-
Supplies	95,924	-	-	95,924
Other Services	6,527	-	-	6,527
Capital	551,725	42,548	467	594,740
Total Expenditures	**654,176**	**42,548**	**-**	**697,191**

Total Budget Amendments as a percentage of the total originally adopted budget **6.50%**

SUMMARY:

As requested by the Police Department, this budget amendment appropriates funds associated with a check received from the Circuit Clerk of Harrison County.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Adam Cooper

Date: August 16, 2024

Re: Increase Line Item

The following check was issued by Justin Wetzel's office Circuit Clerk of Harrison County for Restitution for drug related arrests.

Check number (52830) amount of $466.75 (GPD case)

I request your permission to place these funds in the account below:

Account Number	Increase Amount	Increase Amount
Forfeiture and Seizure County and Local Shared **Vehicles- 277-*630200***	$466.75	
County/Local Shared Revenue 275-493100		$466.75

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes. Therefore, I ask that you place this on the next Council agenda.

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Council Meeting Date:	09/03/24
Department #	213	Budget Amendment Number:	2024-117
Department Name	Police		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Charges for Services	5,425,000	6,330	-	5,431,330
Personnel Services	18,019,741	(284,857)	(850,000)	16,884,884
Supplies	1,844,706	45,792	-	1,890,498
Other Services	2,408,830	467,536	-	2,876,366
Capital	162,000	125,617	-	287,617
Total Expenditures	**22,435,277**	**354,088**	**(850,000)**	**21,939,365**

Total Budget Amendments as a percentage of the total originally adopted budget **-2.21%**

SUMMARY:

As requested by the Police Department, this budget amendment transfers surplus personnal services money to a capital project to fund a future police substation.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Council Meeting Date:	09/03/24
Department #		Budget Amendment Number:	2024-117
Department Name	General Fund		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Transfer Out - Gen Fund	-	3,387,256	850,000	4,237,256
Total Expenditures	**-**	**3,387,256**	**850,000**	**4,237,256**

Total Budget Amendments as a percentage of the total originally adopted budget **100.00%**

SUMMARY:

The budget amendment appropriates funding for Project TBD - Future Police Substation.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

Budget Amendment 2024-117

City of Gulfport

Budget Amendment Request

Fund Name	Capital Projects - City Funded	Council Meeting Date:	09/03/24
Department #		Budget Amendment Number:	2024-117
Department Name	Capital Projects - City Funded		

Project TBD - Future Police Substation

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Transfer from Gen Fund	-	-	850,000	850,000
Total Revenues	**-**	**-**	**850,000**	**850,000**
Personnel Services	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	-	-	850,000	850,000
Total Expenditures	**-**	**-**	**850,000**	**850,000**

Total Budget Amendments as a percentage of the total originally adopted budget **0.00%**

SUMMARY:

The budget amendment appropriates funding for Project TBD - Future Police Substation.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Adam Cooper

Date: August 22, 2024

Re: **Budget Transfer**

I request your permission to transfer the following funds from Personnel Services – Wages and Salaries (213-600100) to a project code line Capital Outlay (213-630100). This transfer is to fund a future Police Substation. The project code would need to be created for this move.

Line Item	Decrease	Increase
Wages and Salaries 213-600100	-$850,000	
Capital Outlay 213-630100 (Project Code TBD)		$850,000
Total	-$850,000	$850,000

Thank you for your consideration. If you have any questions, please call.

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Council Meeting Date:	09/03/24
Department #	411	Budget Amendment Number:	2024-118
Department Name	Leisure Services		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Expenditures:				
Personnel Services	3,500,453	(611,569)	(200,000)	2,688,884
Supplies	955,357	(163,464)	-	791,893
Contractual Services	2,668,710	767,359	120,000	3,556,069
Capital	459,044	60,547	80,000	599,591
Lease Payments	-	-	-	-
Total Expenditures	**7,583,564**	**52,873**	**-**	**7,636,437**

Total Budget Amendments as a percentage of the total originally adopted budget **0.70%**

SUMMARY:

This budget amendment redistributes the personnel services surplus to contractual services and capital outlay as requested by the Leisure Services department.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

DEPARTMENT OF
LEISURE SERVICES

135 Courthouse Road
Gulfport, MS 39507
Phone: 228-868-5881
Fax: 228-868-5883

Memo

To: Mayor Billy Hewes
Wayne Miller, CAO
City Council

From: Randy Wales, Director

Date: August 23, 2024

Re: Budget Amendment Request to Transfer Funds within Accounts

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The Department of Leisure Services is requesting a Budget Amendment to transfer funds in order complete projects and services for the Department. We are requesting that funds be moved from account 411-600100 (Wages and Salaries) to 411-620900 (Contractual Fees) and to 411-630100 (Capital Outlay).

Line Item	Increase	Decrease
Wages and Salaries 411-600100		$200,000
Contractual Fees 411-620900	$120,000	
Capital Outlay 411-630100	$80,000	

If you have any questions, please feel free to contact us.

Randy Wales

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 _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING THE DOCKET OF CLAIMS

WHEREAS, following the City Council's approval of the budget, funds for the City of Gulfport are vested with the Mayor and Administration; and

WHEREAS, claims presented to the City for payment must be approved by the City Council through a Docket of Claims process; and

WHEREAS, the Administration for the City of Gulfport has prepared, certified, and submitted to the City Council a "Docket of Claims" for approval, attached hereto as Exhibit "A"; and

WHEREAS, in submitting this Docket of Claims, the Director of Finance and Accounting has certified to the Council that to the best of his knowledge and belief, all items contained within the Docket of Claims have been properly procured and appear to be within previously budgeted amounts and are lawful and appropriate for payment; and

WHEREAS, in authorizing payment for the Docket, the City Council must rely on this certification and by reliance on this certification, hereby authorizes payment to be issued to satisfy all claims found within the Docket, unless specifically excluded by the Council; and

WHEREAS, it is understood and acknowledged that heretofore, the Dockets of Claims has been presented and certified to the Governing Authority by the Comptroller, or in his absence the Finance Manager or Purchasing Agent, or their designees, upon which the City Council has relied on these certifications and by such reliance, authorized payments to satisfy claims found therein.

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 Docket of Claims is hereby approved in the form attached hereto as Exhibit "A", except for those claims specifically excluded by the Council.

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

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

YEAS: **NAYS:** **ABSENT:**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2024.

(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 _____, 2024.

APPROVED:

_____

MAYOR

City of Gulfport, MS
Cash Balance Report
August 27, 2024

Fund	Object	Account Name	Balance
001	100350	ACCOUNTS PAYABLE CLEARING	11,522.71
001	100351	PAYROLL CLEARING	651,728.27
010	100310	GENERAL FUND	27,817,800.31
030	100409	DISASTER RELIEF	1,052,500.58
100	100306	CASH AQUARIUM	1,334,850.23
100	100405	CAPITAL PROJECTS CITY FUNDED	2,411,641.39
100	100413	COUNCIL BP MONEY	678,512.95
103	100314	W/S CAPITAL PROJECTS	263,587.35
105	100307	ARPA GRANT MONEY	19,379,079.52
107	100402	CONST BOND PROCEEDS 2021	7,567,825.25
107	100404	DFA 2022 HB1353 FUNDING	3,772,190.91
109	100408	MIMA USE TAX RECEIPTS	12,631,890.38
200	100311	COMMUNITY DEVELOPMENT	786,650.26
210	100410	POLICE AND FIRE RETIRMENT	472.35
274	100416	FEDERAL FORFEITURES & SEIZURES	138,662.16
275	100315	FORFEITS AND SEIZURES	160,299.60
285	100318	COASTAL NARCOTICS	102,867.38
300	100406	DEBT SERVICE AD VALOREM TAXES	4,309,621.75
305	100407	DEBT SERVICE MIMA BOND	745,048.69
400	100340	WATER TRUST	3,318,892.82
400	100341	WATER AND SEWER CLEARING	38,329,361.34
405	100411	SOLID WASTE	470,751.66
420	100401	HARBOR CLEARING	(35,378.48)
421	100403	HARBOR LIGHTS CASH	778,799.91
500	100303	GROUP HEALTH	1,799,943.92
500	100357	FLEXIBLE SPENDING ACCOUNT	99,253.14
510	100305	CLAIMS CONTINGENCY	2,228,191.80
510	100414	CLAIMS CONTINGENCY-TORTS	2,306,366.94
510	100415	INSURANCE PREMIUMS	953,562.95
		Total Cash Balances	**$ 134,066,498.04**

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

DATE: 09/04/2024
WARRANT: 09042024
AMOUNT: 1,763,241.94

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T DATACOMM LP	0000		INV	09/04/2024			381267	584502	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 811 626001		UTIL BILL	TELEPHONE		4,696.86				
							4,696.86			
						CHECK TOTAL	**4,696.86**			
58	A T & T	0011		INV	09/04/2024			380833	584060	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 626001		OPERATING	TELEPHONE		232.39				
							232.39			
						CHECK TOTAL	**232.39**			
58	A T & T	0011		INV	09/04/2024			380834	584061	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 626001		OPERATING	TELEPHONE		501.65				
							501.65			
						CHECK TOTAL	**501.65**			
58	A T & T	0011		INV	09/04/2024			381265	584500	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 626001		OPERATING	TELEPHONE		214.61				
							214.61			
						CHECK TOTAL	**214.61**			
58	A T & T	0011		INV	09/04/2024			381266	584501	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 311 626001		STS & DRAI	TELEPHONE		1,596.42				
							1,596.42			
						CHECK TOTAL	**1,596.42**			
58	A T & T	0015		INV	09/04/2024			381244	584479	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 111 626001		MAYOR	TELEPHONE		40.46				
							40.46			
						CHECK TOTAL	**40.46**			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	09/04/2024			381245	584480	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 115 626001		COUNCIL	TELEPHONE		34.70				
							34.70			
						CHECK TOTAL	**34.70**			
58	A T & T	0015		INV	09/04/2024			381246	584481	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 125 626001		CITY COURT	TELEPHONE		233.76				
							233.76			
						CHECK TOTAL	**233.76**			
58	A T & T	0015		INV	09/04/2024			381247	584482	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 135 626001		CITY ATTY	TELEPHONE		41.34				
							41.34			
						CHECK TOTAL	**41.34**			
58	A T & T	0015		INV	09/04/2024			381248	584483	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 145 626001		Finance	TELEPHONE		1,223.60				
							1,223.60			
						CHECK TOTAL	**1,223.60**			
58	A T & T	0015		INV	09/04/2024			381249	584484	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626001		OPERATING	TELEPHONE		1,699.79				
							1,699.79			
						CHECK TOTAL	**1,699.79**			
58	A T & T	0015		INV	09/04/2024			381250	584485	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 626001		FIRE	TELEPHONE		823.17				
							823.17			
						CHECK TOTAL	**823.17**			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	09/04/2024		381251	584486	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 315 626001		TRAFFIC	TELEPHONE	161.95				
						161.95			
					CHECK TOTAL	**161.95**			
58	A T & T	0015		INV	09/04/2024		381252	584487	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 325 626001		ENGINEER	TELEPHONE	25.02				
						25.02			
					CHECK TOTAL	**25.02**			
58	A T & T	0015		INV	09/04/2024		381253	584488	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 335 626001		MAINT GARA	TELEPHONE	19.26				
						19.26			
					CHECK TOTAL	**19.26**			
58	A T & T	0015		INV	09/04/2024		381254	584489	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 411 626001		LEISURE SE	TELEPHONE	2,134.86				
						2,134.86			
					CHECK TOTAL	**2,134.86**			
58	A T & T	0015		INV	09/04/2024		381255	584490	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 146 626001		Grant Mgmt	TELEPHONE	65.55				
						65.55			
					CHECK TOTAL	**65.55**			
58	A T & T	0015		INV	09/04/2024		381256	584491	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 611 626001		PLAN & ZON	TELEPHONE	291.04				
						291.04			
					CHECK TOTAL	**291.04**			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	09/04/2024			381257	584492	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 144 626001		Bus Dev	TELEPHONE		12.94				
							12.94			
						CHECK TOTAL	**12.94**			
58	A T & T	0015		INV	09/04/2024			381258	584493	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 445 626001		J T JONES	TELEPHONE		600.49				
							600.49			
						CHECK TOTAL	**600.49**			
58	A T & T	0015		INV	09/04/2024			381259	584494	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 811 626001		UTIL BILL	TELEPHONE		319.07				
							319.07			
						CHECK TOTAL	**319.07**			
58	A T & T	0015		INV	09/04/2024			381260	584495	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 626001		SEWER	TELEPHONE		10.89				
							10.89			
						CHECK TOTAL	**10.89**			
58	A T & T	0015		INV	09/04/2024			381261	584496	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 626001		WATER	TELEPHONE		421.11				
							421.11			
						CHECK TOTAL	**421.11**			
58	A T & T	0015		INV	09/04/2024			381262	584497	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 811 626001		UTIL BILL	TELEPHONE		510.29				
							510.29			
						CHECK TOTAL	**510.29**			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	09/04/2024			381263	584498	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 626001		OPERATING TELEPHONE			510.29				
							510.29			
						CHECK TOTAL	**510.29**			
58	A T & T	0015		INV	09/04/2024			381264	584499	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 411 626001		LEISURE SE TELEPHONE			510.29				
							510.29			
						CHECK TOTAL	**510.29**			
58	A T & T	0015		INV	09/04/2024			381268	584503	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 626001		OPERATING TELEPHONE			55.53				
							55.53			
						CHECK TOTAL	**55.53**			
25935	ADVANCED AUTO PARTS	0000	242604	INV	09/04/2024			380817	584044	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 611300		OPERATING MOTR VEH			238.21				
							238.21			
25935	ADVANCED AUTO PARTS	0000	242604	INV	09/04/2024			380818	584045	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 611300		OPERATING MOTR VEH			0.70				
							0.70			
25935	ADVANCED AUTO PARTS	0000	242604	INV	09/04/2024			380819	584046	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 611300		OPERATING MOTR VEH			14.03				
							14.03			
25935	ADVANCED AUTO PARTS	0000		INV	09/04/2024			380821	584048	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 611300		OPERATING MOTR VEH			343.92				
							343.92			
25935	ADVANCED AUTO PARTS	0000		INV	09/04/2024			380822	584049	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 611300		OPERATING MOTR VEH			42.99				
							42.99			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
25935	ADVANCED AUTO PARTS	0000		INV	09/04/2024			380823	584050	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 611300		OPERATING MOTR VEH			585.78				
							585.78			
25935	ADVANCED AUTO PARTS	0000	242797	INV	09/04/2024			380824	584051	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 611300		OPERATING MOTR VEH			90.00				
							90.00			
25935	ADVANCED AUTO PARTS	0000	242797	INV	09/04/2024			380825	584052	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 611300		OPERATING MOTR VEH			271.98				
							271.98			
25935	ADVANCED AUTO PARTS	0000	242797	INV	09/04/2024			380826	584053	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 611300		OPERATING MOTR VEH			83.90				
							83.90			
25935	ADVANCED AUTO PARTS	0000	242797	INV	09/04/2024			380827	584054	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 611300		OPERATING MOTR VEH			36.55				
							36.55			
25935	ADVANCED AUTO PARTS	0000	242797	INV	09/04/2024			380828	584055	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 611300		OPERATING MOTR VEH			337.66				
							337.66			
25935	ADVANCED AUTO PARTS	0000	242797	INV	09/04/2024			380829	584056	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 611300		OPERATING MOTR VEH			286.60				
							286.60			
25935	ADVANCED AUTO PARTS	0000	242797	INV	09/04/2024			380830	584057	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 611300		OPERATING MOTR VEH			97.24				
							97.24			
25935	ADVANCED AUTO PARTS	0000	242797	INV	09/04/2024			380831	584058	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 611300		OPERATING MOTR VEH			135.45				
							135.45			
						CHECK TOTAL	2,565.01			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
27268	AIRGAS INC	0001	242655	INV	09/04/2024		380832	584059	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 213 611300		OPERATING MOTR VEH		403.40				
						403.40			
27268	AIRGAS INC	0001		INV	08/09/2024		381022	584256	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 411 610700		LEISURE SE OPER SUPL		374.92				
						374.92			
					CHECK TOTAL	**778.32**			
90818	ALISHA'S BONDING	0000		INV	09/04/2024		380760	583983	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 010 210601		GENRL FUNDBONDS PAY		1,350.00				
						1,350.00			
					CHECK TOTAL	**1,350.00**			
6887	ALL SEASONS FARM EQUI	0000	241621	EFT	09/04/2024		380835	584062	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 213 611300		OPERATING MOTR VEH		84.80				
						84.80			
6887	ALL SEASONS FARM EQUI	0000	241621	EFT	09/04/2024		380836	584063	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 213 611300		OPERATING MOTR VEH		7.12				
						7.12			
					CHECK TOTAL	**91.92**			
43	ALL SIGNS INC	0000	242717	EFT	09/04/2024		380888	584116	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 445 610700		J T JONES OPER SUPL		89.80				
						89.80			
					CHECK TOTAL	**89.80**			
35800	ALLEYKAT CERAMICS LLC	0000	241615	EFT	09/04/2024		381009	584243	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 411 610700		LEISURE SE OPER SUPL		262.91				
						262.91			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
35800	ALLEYKAT CERAMICS LLC	0000	241615	EFT	09/04/2024		381010	584244	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 411 610700 LEISURE SE OPER SUPL				156.78				
						156.78			
					CHECK TOTAL	**419.69**			
42875	ALLISTONS LLC	0000		EFT	09/04/2024		380989	584222	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 445 610700 J T JONES OPER SUPL				299.88				
						299.88			
42875	ALLISTONS LLC	0000		EFT	08/09/2024		381073	584309	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 411 613400 LEISURE SE REC PROG				382.90				
						382.90			
					CHECK TOTAL	**682.78**			
31315	AMERICAN MUNICIPAL SE	0000		EFT	09/04/2024		381131	584367	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 811 620900 UTIL BILL CONTRACT				523.09				
						523.09			
					CHECK TOTAL	**523.09**			
43345	ANTHONY S BERMUDEZ	0000		INV	09/04/2024		381113	584349	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 290 622300 FIRE TRAIN PRG				116.00				
						116.00			
43345	ANTHONY S BERMUDEZ	0000		INV	09/04/2024		381114	584350	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 290 622300 FIRE TRAIN PRG				116.00				
						116.00			
					CHECK TOTAL	**232.00**			
39555	ASAP PLUMBING LLC	0000	242529	EFT	09/04/2024		381081	584317	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 411 612200 LEISURE SE REP&MAINT				8,100.00				
						8,100.00			
					CHECK TOTAL	**8,100.00**			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
644	ASSOCIATED ADJUSTERS	0000		EFT	09/04/2024			381347	584583	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 915 624100		WORKCOMP ADMIN FEE			17,016.97				
							17,016.97			
						CHECK TOTAL	17,016.97			
5078	AUTO ZONE INC	0000	242531	INV	09/04/2024			380837	584064	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 611300		OPERATING MOTR VEH			48.49				
							48.49			
5078	AUTO ZONE INC	0000	242531	INV	09/04/2024			380838	584065	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 611300		OPERATING MOTR VEH			79.98				
							79.98			
5078	AUTO ZONE INC	0000	242531	INV	09/04/2024			380839	584066	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 611300		OPERATING MOTR VEH			27.70				
							27.70			
5078	AUTO ZONE INC	0000	242531	INV	09/04/2024			380840	584067	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 611300		OPERATING MOTR VEH			75.98				
							75.98			
5078	AUTO ZONE INC	0000	242531	INV	09/04/2024			380841	584068	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 611300		OPERATING MOTR VEH			301.97				
							301.97			
5078	AUTO ZONE INC	0000	242531	INV	09/04/2024			380842	584069	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 611300		OPERATING MOTR VEH			250.98				
							250.98			
5078	AUTO ZONE INC	0000	242531	INV	09/04/2024			380843	584070	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 611300		OPERATING MOTR VEH			183.96				
							183.96			
						CHECK TOTAL	969.06			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
25373	AUTOMATION PERSONNEL	0000		EFT	09/04/2024		380942	584172	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			548.00			
						548.00			
25373	AUTOMATION PERSONNEL	0000		EFT	09/04/2024		381094	584330	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			548.00			
						548.00			
						CHECK TOTAL	**1,096.00**		
11073	BAY ICE CO INC	0000	240187	EFT	09/04/2024		380891	584119	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 614110		J T JONES	GOODS-RETA		110.00			
						110.00			
11073	BAY ICE CO INC	0000	240187	EFT	09/04/2024		380892	584120	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 614110		J T JONES	GOODS-RETA		82.50			
						82.50			
						CHECK TOTAL	**192.50**		
19719	BAYOU CONCRETE, LLC	0001	242005	EFT	09/04/2024		381140	584376	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 614300		WATER	GRAVEL		4,791.00			
						4,791.00			
19719	BAYOU CONCRETE, LLC	0001	242005	EFT	09/04/2024		381141	584377	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 614300		WATER	GRAVEL		664.00			
						664.00			
19719	BAYOU CONCRETE, LLC	0001	242005	EFT	09/04/2024		381142	584378	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 614300		WATER	GRAVEL		968.00			
						968.00			
19719	BAYOU CONCRETE, LLC	0001	242005	EFT	09/04/2024		381143	584379	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 614300		WATER	GRAVEL		717.50			
						717.50			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
19719	BAYOU CONCRETE, LLC	0001	242005	EFT	09/04/2024		381144	584380	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 815 614300		WATER	GRAVEL	407.00				
						407.00			
19719	BAYOU CONCRETE, LLC	0001	242005	EFT	09/04/2024		381269	584504	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 815 614300		WATER	GRAVEL	490.50				
						490.50			
19719	BAYOU CONCRETE, LLC	0001	242005	EFT	09/04/2024		381270	584505	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 815 614300		WATER	GRAVEL	1,040.00				
						1,040.00			
19719	BAYOU CONCRETE, LLC	0001	242005	EFT	09/04/2024		381271	584506	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 815 614300		WATER	GRAVEL	490.50				
						490.50			
19719	BAYOU CONCRETE, LLC	0001	242005	EFT	09/04/2024		381272	584507	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 815 614300		WATER	GRAVEL	574.00				
						574.00			
19719	BAYOU CONCRETE, LLC	0001	242005	EFT	09/04/2024		381273	584508	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 815 614300		WATER	GRAVEL	634.00				
						634.00			
19719	BAYOU CONCRETE, LLC	0001	242005	EFT	09/04/2024		381274	584509	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 815 614300		WATER	GRAVEL	480.50				
						480.50			
19719	BAYOU CONCRETE, LLC	0001	242005	EFT	09/04/2024		381275	584510	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 815 614300		WATER	GRAVEL	875.00				
						875.00			
19719	BAYOU CONCRETE, LLC	0001	242005	EFT	09/04/2024		381276	584511	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 815 614300		WATER	GRAVEL	791.00				
						791.00			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
19719	BAYOU CONCRETE, LLC	0001	242005	EFT	09/04/2024		381337	584573	

ACCOUNT DETAIL					LINE AMOUNT
1	815	614300	WATER	GRAVEL	930.00
					930.00

19719	BAYOU CONCRETE, LLC	0001	242005	EFT	09/04/2024		381338	584574	

ACCOUNT DETAIL					LINE AMOUNT
1	815	614300	WATER	GRAVEL	407.00
					407.00

19719	BAYOU CONCRETE, LLC	0001	242005	EFT	09/04/2024		381339	584575	

ACCOUNT DETAIL					LINE AMOUNT
1	815	614300	WATER	GRAVEL	407.00
					407.00

19719	BAYOU CONCRETE, LLC	0001	242005	EFT	09/04/2024		381341	584577	

ACCOUNT DETAIL					LINE AMOUNT
1	815	614300	WATER	GRAVEL	550.50
					550.50

19719	BAYOU CONCRETE, LLC	0001	242005	EFT	09/04/2024		381342	584578	

ACCOUNT DETAIL					LINE AMOUNT
1	815	614300	WATER	GRAVEL	397.00
					397.00
					CHECK TOTAL **15,614.50**

20674	BONDS SERVICES, INC	0000		EFT	09/04/2024		381050	584286	

ACCOUNT DETAIL					LINE AMOUNT
1	125	620900	CITY COURT	CONTRACT	1,950.00
2	145	620900	Finance	CONTRACT	2,083.33
3	150	610100	INFO TECH	JANITORIAL	425.00
4	155	620900	HR	CONTRACT	350.00
5	311	620900	STS & DRAI	CONTRACT	2,250.00
6	411	620900	LEISURE SE	CONTRACT	350.00
7	611	620900	PLAN & ZON	CONTRACT	533.33
8	811	620900	UTIL BILL	CONTRACT	1,083.34
					9,025.00
					CHECK TOTAL **9,025.00**

18597	BROOKWAY CORPORATION	0000	242738	INV	09/04/2024		381004	584238	

ACCOUNT DETAIL					LINE AMOUNT
1	411	630100	LEISURE SE	CAP OTLY	262.50

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

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WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						262.50			
18597	BROOKWAY CORPORATION	0000	242738	INV	09/04/2024		381005	584239	

ACCOUNT DETAIL					LINE AMOUNT
1	411	630100		LEISURE SE CAP OTLY	24,200.00
					24,200.00
				CHECK TOTAL	**24,462.50**

2073	BUSINESS COMMUNICATIO	0000	242418	INV	09/04/2024		380762	583985

ACCOUNT DETAIL						LINE AMOUNT
1	365	620900	24025	CITYFUND	CONTRACT	742.02
2	365	630400	24025	CITYFUND	COMPUTER	6,707.96
						7,449.98
					CHECK TOTAL	**7,449.98**

41840	BUSINESS FURNITURE SE	0000	242662	EFT	09/04/2024		381076	584312

ACCOUNT DETAIL					LINE AMOUNT
1	411	610700		LEISURE SE OPER SUPL	483.09
					483.09
				CHECK TOTAL	**483.09**

39331	BXS INSURANCE, INC	0000		EFT	09/04/2024		380747	583970

ACCOUNT DETAIL					LINE AMOUNT
1	917	629300		PROP LIAB INS PREM	150.00
					150.00
				CHECK TOTAL	**150.00**

25676	CELLULAR SOUTH, INC	0003		INV	09/04/2024		381352	584591

ACCOUNT DETAIL					LINE AMOUNT
1	411	626001		LEISURE SE TELEPHONE	408.21
					408.21
				CHECK TOTAL	**408.21**

70000	CABLE ONE	0000		INV	09/04/2024		381238	584473

ACCOUNT DETAIL					LINE AMOUNT
1	411	620900		LEISURE SE CONTRACT	78.97
					78.97

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

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WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
70000	CABLE ONE	0000		INV	09/04/2024		381239	584474	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 411 620900		LEISURE SE CONTRACT		60.00				
						60.00			
70000	CABLE ONE	0000		INV	09/07/2024		381240	584475	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 445 620900		J T JONES CONTRACT		300.00				
						300.00			
70000	CABLE ONE	0000		INV	09/05/2024		381241	584476	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 411 620900		LEISURE SE CONTRACT		300.00				
						300.00			
70000	CABLE ONE	0000		INV	09/05/2024		381242	584477	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 447 620900		HRB LGT EX CONTRACT		300.00				
						300.00			
70000	CABLE ONE	0000		INV	09/05/2024		381243	584478	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 447 620900		HRB LGT EX CONTRACT		300.00				
						300.00			
					CHECK TOTAL	**1,338.97**			
70000	SPARKLIGHT	0001		INV	09/04/2024		380771	583994	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 290 626001		FIRE TELEPHONE		264.49				
						264.49			
					CHECK TOTAL	**264.49**			
23107	CENTERPOINT ENERGY RE	0000		INV	09/04/2024		381182	584417	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 290 626004		FIRE GAS		54.53				
						54.53			
23107	CENTERPOINT ENERGY RE	0000		INV	09/04/2024		381183	584418	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 411 626004		LEISURE SE GAS		37.08				
						37.08			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
23107	CENTERPOINT ENERGY RE	0000		INV	09/04/2024		381184	584419	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 411 626004		LEISURE SE GAS		41.98				
						41.98			
23107	CENTERPOINT ENERGY RE	0000		INV	09/04/2024		381185	584420	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 290 626004		FIRE GAS		51.02				
						51.02			
23107	CENTERPOINT ENERGY RE	0000		INV	09/04/2024		381186	584421	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 411 626004		LEISURE SE GAS		39.68				
						39.68			
					CHECK TOTAL	**224.29**			
923	CENTRAL PIPE SUPPLY I	0000	241336	EFT	09/04/2024		381096	584332	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 815 616700		WATER WATERLINE		310.85				
						310.85			
					CHECK TOTAL	**310.85**			
20675	CHANCELLOR SUPPLY, IN	0001	240316	EFT	09/04/2024		380893	584121	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 445 611000		J T JONES BLG MAT		72.00				
						72.00			
20675	CHANCELLOR SUPPLY, IN	0001	241475	EFT	09/04/2024		380916	584146	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 415 624601		BLDG MAINT REPAIRS		108.00				
						108.00			
20675	CHANCELLOR SUPPLY, IN	0001	242585	EFT	09/04/2024		381069	584305	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 825 615800		SEWER LFT STATN		4,904.38				
						4,904.38			
20675	CHANCELLOR SUPPLY, IN	0001	242227	EFT	09/04/2024		381090	584326	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 825 615800		SEWER LFT STATN		3,945.62				
						3,945.62			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
20675	CHANCELLOR SUPPLY, IN	0001	242857	EFT	09/04/2024		381091	584327	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 815 610700		WATER	OPER SUPL	721.88				
						721.88			
20675	CHANCELLOR SUPPLY, IN	0001	240127	EFT	09/04/2024		381291	584526	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 315 610700		TRAFFIC	OPER SUPL	75.13				
						75.13			
20675	CHANCELLOR SUPPLY, IN	0001	240127	EFT	09/04/2024		381292	584527	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 815 610700		WATER	OPER SUPL	107.80				
						107.80			
20675	CHANCELLOR SUPPLY, IN	0001	240127	EFT	09/04/2024		381293	584528	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 815 610700		WATER	OPER SUPL	82.38				
						82.38			
20675	CHANCELLOR SUPPLY, IN	0001	240127	EFT	09/04/2024		381294	584529	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 815 610700		WATER	OPER SUPL	85.36				
						85.36			
20675	CHANCELLOR SUPPLY, IN	0001	242886	EFT	09/04/2024		381335	584571	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 825 610700		SEWER	OPER SUPL	279.36				
						279.36			
					CHECK TOTAL	**10,381.91**			
43348	CHASE T JONES	0000		INV	09/04/2024		381115	584351	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 290 622300		FIRE	TRAIN PRG	116.00				
						116.00			
43348	CHASE T JONES	0000		INV	09/04/2024		381116	584352	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 290 622300		FIRE	TRAIN PRG	116.00				
						116.00			
					CHECK TOTAL	**232.00**			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
166	CINTAS CORP 240	0000		EFT	09/04/2024		380755	583978	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 213 610100		OPERATING JANITORIAL		40.00				
						40.00			
166	CINTAS CORP 240	0000	240944	EFT	09/04/2024		381008	584242	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 411 610700		LEISURE SE OPER SUPL		86.66				
						86.66			
166	CINTAS CORP 240	0000	242262	EFT	09/04/2024		381129	584365	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 325 612500		ENGINEER UNIFORMS		248.76				
						248.76			
166	CINTAS CORP 240	0000	242262	EFT	09/04/2024		381130	584366	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 325 612500		ENGINEER UNIFORMS		66.19				
						66.19			
166	CINTAS CORP 240	0000		EFT	09/04/2024		381312	584547	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 815 620900		WATER CONTRACT		229.52				
						229.52			
166	CINTAS CORP 240	0000		EFT	09/04/2024		381313	584549	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 815 620900		WATER CONTRACT		229.52				
						229.52			
					CHECK TOTAL	**900.65**			
90089	CITY OF GULFPORT	0000		INV	09/04/2024		381154	584389	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 290 626003		FIRE WATER		110.76				
						110.76			
					CHECK TOTAL	**110.76**			
12604	KELLEY CLARK	0000	242801	INV	09/04/2024		380733	583955	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 213 626900		OPERATING TRAVEL		104.00				
						104.00			
					CHECK TOTAL	**104.00**			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
3283	COAST COCA COLA BOTTL	0000		INV	09/04/2024			381019	584253	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 411 610700		LEISURE SE	OPER SUPL		378.00				
							378.00			
						CHECK TOTAL	378.00			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024			381187	584422	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 825 626002		SEWER	ELECTRIC		86.64				
							86.64			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024			381188	584423	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 325 625100		ENGINEER	STREET LHT		1,665.45				
							1,665.45			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024			381189	584424	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 825 626002		SEWER	ELECTRIC		84.29				
							84.29			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024			381190	584425	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 325 625100		ENGINEER	STREET LHT		68.23				
							68.23			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024			381191	584426	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 815 626002		WATER	ELECTRIC		1,872.66				
							1,872.66			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024			381192	584427	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 325 625100		ENGINEER	STREET LHT		98.17				
							98.17			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024			381193	584428	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 825 626002		SEWER	ELECTRIC		60.85				
							60.85			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024			381194	584429	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 825 626002		SEWER	ELECTRIC		57.49				
							57.49			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381195	584430	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 825 626002		SEWER	ELECTRIC	106.99				
						106.99			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381196	584431	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 825 626002		SEWER	ELECTRIC	77.01				
						77.01			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381197	584432	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 825 626002		SEWER	ELECTRIC	89.91				
						89.91			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381198	584433	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 825 626002		SEWER	ELECTRIC	77.20				
						77.20			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381199	584434	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 825 626002		SEWER	ELECTRIC	222.52				
						222.52			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381200	584435	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 815 626002		WATER	ELECTRIC	1,381.96				
						1,381.96			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381201	584436	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 825 626002		SEWER	ELECTRIC	116.23				
						116.23			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381202	584437	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 325 625100		ENGINEER	STREET LHT	286.14				
						286.14			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381203	584438	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 825 626002		SEWER	ELECTRIC	66.38				
						66.38			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381204	584439	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 325 625100		ENGINEER	STREET LHT	72.34				
						72.34			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381205	584440	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 815 626002		WATER	ELECTRIC	105.60				
						105.60			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381206	584441	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 825 626002		SEWER	ELECTRIC	143.15				
						143.15			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381207	584442	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 325 625100		ENGINEER	STREET LHT	66.00				
						66.00			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381208	584443	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 325 625100		ENGINEER	STREET LHT	65.80				
						65.80			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381209	584444	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 325 625100		ENGINEER	STREET LHT	65.90				
						65.90			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381210	584445	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 325 625100		ENGINEER	STREET LHT	55.38				
						55.38			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381211	584446	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 325 625100		ENGINEER	STREET LHT	58.24				
						58.24			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381212	584447	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 825 626002		SEWER	ELECTRIC	136.31				
						136.31			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381213	584448	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 825 626002		SEWER	ELECTRIC	66.55				
						66.55			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381214	584449	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 825 626002		SEWER	ELECTRIC	90.98				
						90.98			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381215	584450	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 325 625100		ENGINEER	STREET LHT	60.16				
						60.16			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381216	584451	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 825 626002		SEWER	ELECTRIC	74.82				
						74.82			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381217	584452	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 325 625100		ENGINEER	STREET LHT	68.67				
						68.67			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381218	584453	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 825 626002		SEWER	ELECTRIC	114.78				
						114.78			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381219	584454	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 325 625100		ENGINEER	STREET LHT	84.95				
						84.95			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381220	584455	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 311 626002		STS & DRAI	ELECTRIC	78.32				
						78.32			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381221	584456	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 815 626002		WATER	ELECTRIC	2,514.38				
						2,514.38			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381222	584457	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 825 626002		SEWER	ELECTRIC	72.25				
						72.25			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381223	584458	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 825 626002		SEWER	ELECTRIC	59.36				
						59.36			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381224	584459	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 325 625100		ENGINEER	STREET LHT	75.15				
						75.15			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381225	584460	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 290 626002		FIRE	ELECTRIC	573.66				
						573.66			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381226	584461	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 290 626002		FIRE	ELECTRIC	755.60				
						755.60			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381227	584462	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 825 626002		SEWER	ELECTRIC	54.88				
						54.88			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381228	584463	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 825 626002		SEWER	ELECTRIC	61.22				
						61.22			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381229	584464	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 825 626002		SEWER	ELECTRIC	66.08				
						66.08			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381230	584465	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 825 626002		SEWER	ELECTRIC	341.68				
						341.68			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381231	584466	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 825 626002		SEWER	ELECTRIC	64.63				
						64.63			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381232	584467	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 325 625100		ENGINEER	STREET LHT	59.16				
						59.16			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381233	584468	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 325 625100		ENGINEER	STREET LHT	82.66				
						82.66			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381234	584469	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 325 625100		ENGINEER	STREET LHT	757.75				
						757.75			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381235	584470	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 411 626002		LEISURE SE	ELECTRIC	4,251.83				
						4,251.83			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381236	584471	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 825 626002		SEWER	ELECTRIC	63.56				
						63.56			
193	COAST ELECTRIC POWER	0000		INV	09/04/2024		381237	584472	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 825 626002		SEWER	ELECTRIC	64.50				
						64.50			
					CHECK TOTAL	17,744.42			
29073	COBURN SUPPLY COMPANY	0000	241827	INV	09/04/2024		380713	583934	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 415 611000		BLDG MAINT	BLG MAT	14.90				
						14.90			
29073	COBURN SUPPLY COMPANY	0000	241827	INV	09/04/2024		380913	584143	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 415 611000		BLDG MAINT	BLG MAT	19.88				
						19.88			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

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WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
29073	COBURN SUPPLY COMPANY	0000	241827	INV	09/04/2024		380914	584144	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 415 611000 BLDG MAINT BLG MAT				43.34				
						43.34			
29073	COBURN SUPPLY COMPANY	0000	241827	INV	09/04/2024		380915	584145	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 415 611000 BLDG MAINT BLG MAT				70.04				
						70.04			
29073	COBURN SUPPLY COMPANY	0000	241827	INV	09/04/2024		380917	584147	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 415 611000 BLDG MAINT BLG MAT				16.56				
						16.56			
					CHECK TOTAL	**164.72**			
26190	ROBIN EWING POOL SUPP	0000	242103	EFT	09/04/2024		381041	584276	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 411 612200 LEISURE SE REP&MAINT				444.45				
						444.45			
26190	ROBIN EWING POOL SUPP	0000		EFT	09/04/2024		381042	584277	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 411 612200 LEISURE SE REP&MAINT				750.00				
						750.00			
26190	ROBIN EWING POOL SUPP	0000	242664	EFT	09/04/2024		381043	584278	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 411 610700 LEISURE SE OPER SUPL				4,584.00				
						4,584.00			
					CHECK TOTAL	**5,778.45**			
42007	COMMUNICATIONS INTERN	0000	241883	EFT	09/04/2024		380800	584027	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 290 612200 FIRE REP&MAINT				358.50				
						358.50			
					CHECK TOTAL	**358.50**			
177	CONSOLIDATED PIPE CO	0000	241219	INV	09/04/2024		381052	584288	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 815 616700 WATER WATERLINE				6,160.00				
						6,160.00			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
177	CONSOLIDATED PIPE CO	0000	242319	INV	09/04/2024		381053	584289	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 815 616700		WATER	WATERLINE	210.00				
						210.00			
177	CONSOLIDATED PIPE CO	0000	242319	INV	09/04/2024		381055	584291	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 815 616700		WATER	WATERLINE	623.00				
						623.00			
177	CONSOLIDATED PIPE CO	0000	241601	INV	09/04/2024		381057	584293	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 825 616100		SEWER	SEWER-SUPP	4,221.00				
						4,221.00			
177	CONSOLIDATED PIPE CO	0000	241601	INV	09/04/2024		381058	584294	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 825 616100		SEWER	SEWER-SUPP	1,040.00				
						1,040.00			
177	CONSOLIDATED PIPE CO	0000	241601	INV	09/04/2024		381059	584295	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 825 616100		SEWER	SEWER-SUPP	7,690.00				
						7,690.00			
177	CONSOLIDATED PIPE CO	0000	242114	INV	09/04/2024		381060	584296	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 815 616700		WATER	WATERLINE	4,300.00				
						4,300.00			
					CHECK TOTAL	**24,244.00**			
20659	CORNETT BOLT & SCREW,	0000	240385	EFT	09/04/2024		381033	584266	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 445 611000		J T JONES	BLG MAT	24.24				
						24.24			
20659	CORNETT BOLT & SCREW,	0000	240027	EFT	09/04/2024		381301	584536	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 815 610700		WATER	OPER SUPL	5.16				
						5.16			
					CHECK TOTAL	**29.40**			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1576	COVINGTON SALES & SER	0000	242788	EFT	09/04/2024		381100	584336	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 311 613800		STS & DRAI ASPHALT		3,003.16				
						3,003.16			
					CHECK TOTAL	**3,003.16**			
43150	CRAWFORD ELECTRIC SUP	0000	242716	EFT	09/04/2024		381098	584334	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 315 615600		TRAFFIC TRAFFIC SG		6,983.02				
						6,983.02			
					CHECK TOTAL	**6,983.02**			
42957	CROWN LEISURE INC	0000	242704	EFT	09/04/2024		380844	584071	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 213 611300		OPERATING MOTR VEH		34.78				
						34.78			
					CHECK TOTAL	**34.78**			
29393	D R WALKER INC	0000	242139	EFT	09/04/2024		380845	584072	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 213 611300		OPERATING MOTR VEH		5,314.36				
						5,314.36			
					CHECK TOTAL	**5,314.36**			
34789	DAVID DREHER	0000	242799	EFT	09/04/2024		380796	584023	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 447 630100		HRB LGT EX CAP OTLY		12,995.00				
						12,995.00			
					CHECK TOTAL	**12,995.00**			
43377	DEBBIE HORIMOTO	0000		INV	09/04/2024		380761	583984	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 010 210601		GENRL FUNDBONDS PAY		677.25				
						677.25			
					CHECK TOTAL	**677.25**			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

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WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
10297	DESIGN PRECAST INC	0000	242838	EFT	09/04/2024			381066	584302	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 825 616100		SEWER	SEWER-SUPP		440.00				
							440.00			
10297	DESIGN PRECAST INC	0000	242749	EFT	09/04/2024			381067	584303	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 311 614600		STS & DRAI	STORM PIPE		789.60				
							789.60			
10297	DESIGN PRECAST INC	0000	242749	EFT	09/04/2024			381068	584304	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 311 614600		STS & DRAI	STORM PIPE		7,106.40				
							7,106.40			
						CHECK TOTAL	**8,336.00**			
42915	DEVONTA TILLMAN	0000	242833	INV	09/04/2024			380805	584032	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 626900		OPERATING	TRAVEL		135.00				
							135.00			
						CHECK TOTAL	**135.00**			
42605	DISTRIBUTORS HOLDING	0000	240143	EFT	09/04/2024			380847	584074	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 611300		OPERATING	MOTR VEH		94.44				
							94.44			
42605	DISTRIBUTORS HOLDING	0000	242818	EFT	09/04/2024			380848	584075	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 611300		OPERATING	MOTR VEH		94.44				
							94.44			
42605	DISTRIBUTORS HOLDING	0000	242818	EFT	09/04/2024			380849	584076	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 611300		OPERATING	MOTR VEH		208.58				
							208.58			
42605	DISTRIBUTORS HOLDING	0000	242818	EFT	09/04/2024			380890	584118	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 611300		OPERATING	MOTR VEH		1,000.00				
							1,000.00			
						CHECK TOTAL	**1,397.46**			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

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WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39351	E FIRE SOUTHERN INC	0000	242637	EFT	09/04/2024		380070	583189	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 415 624601		BLDG MAINT REPAIRS		500.00				
						500.00			
39351	E FIRE SOUTHERN INC	0000	242605	EFT	09/04/2024		380901	584130	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 213 612200		OPERATING REP&MAINT		1,350.00				
						1,350.00			
					CHECK TOTAL	**1,850.00**			
11424	EAGLE ENERGY INC.	0000	242762	EFT	09/04/2024		380763	583986	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 213 614000		OPERATING FUEL		3,206.97				
						3,206.97			
11424	EAGLE ENERGY INC.	0000		EFT	09/04/2024		380894	584122	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 445 614100		J T JONES FUEL RETAI		5,189.49				
						5,189.49			
11424	EAGLE ENERGY INC.	0000		EFT	09/04/2024		380895	584123	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 445 614100		J T JONES FUEL RETAI		4,292.89				
						4,292.89			
11424	EAGLE ENERGY INC.	0000		EFT	09/04/2024		380963	584194	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 445 614100		J T JONES FUEL RETAI		1,345.93				
						1,345.93			
11424	EAGLE ENERGY INC.	0000		EFT	09/04/2024		380980	584212	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 445 614100		J T JONES FUEL RETAI		1,544.27				
						1,544.27			
					CHECK TOTAL	**15,579.55**			
40843	EAGLE SERVICES, INC.	0000	242530	EFT	09/04/2024		380366	583531	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 415 624601		BLDG MAINT REPAIRS		85.00				
						85.00			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
40843	EAGLE SERVICES, INC.	0000	242439	EFT	09/04/2024			380996	584229	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 415 624601		BLDG MAINT	REPAIRS		124.50				
							124.50			
						CHECK TOTAL	**209.50**			
71695	ELECTRONIC CASE MANAG	0000		INV	09/04/2024			381146	584381	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 135 621900		CITY ATTY	MEMBER DUE		10.00				
							10.00			
						CHECK TOTAL	**10.00**			
42675	ELITE SCREEN PRINTING	0000	242822	INV	09/04/2024			380816	584043	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 143 612500		CAO Office	UNIFORMS		48.00				
							48.00			
						CHECK TOTAL	**48.00**			
2802	EVIDENT INC	0000	242751	EFT	09/04/2024			380862	584089	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 615200		OPERATING	PHOTO		859.22				
							859.22			
						CHECK TOTAL	**859.22**			
40354	EXPERT INSULATION LLC	0000	242574	INV	09/04/2024			380977	584208	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 612200		FIRE	REP&MAINT		4,660.74				
							4,660.74			
						CHECK TOTAL	**4,660.74**			
16063	FAZZIOS HOME & FARM C	0000	242869	INV	09/04/2024			381092	584328	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 311 610700		STS & DRAI	OPER SUPL		1,180.65				
							1,180.65			
						CHECK TOTAL	**1,180.65**			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
1075	FEDEX	0001		INV	09/04/2024			381317	584553	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 625700		WATER	POSTAGE		11.00				
							11.00			
						CHECK TOTAL	**11.00**			
6528	FLEETCOR	0001		EFT	09/04/2024			380709	583929	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 215 614000		Code Enf	FUEL		163.14				
	2 213 614000		OPERATING	FUEL		11,858.62				
							12,021.76			
6528	FLEETCOR	0001		EFT	09/04/2024			380750	583973	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 611 614000		PLAN & ZON	FUEL		195.71				
							195.71			
6528	FLEETCOR	0001		EFT	09/04/2024			380756	583979	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 215 614000		Code Enf	FUEL		89.72				
	2 213 614000		OPERATING	FUEL		10,913.52				
							11,003.24			
6528	FLEETCOR	0001		EFT	09/04/2024			380770	583993	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 145 614000		Finance	FUEL		44.19				
							44.19			
6528	FLEETCOR	0001		EFT	09/04/2024			380772	583995	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 614000		FIRE	FUEL		4,200.80				
							4,200.80			
6528	FLEETCOR	0001		EFT	09/04/2024			380794	584021	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 415 614000		BLDG MAINT	FUEL		224.61				
							224.61			
6528	FLEETCOR	0001		EFT	09/04/2024			380799	584026	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 614000		LEISURE SE	FUEL		43.96				
	2 447 614000		HRB LGT EX	FUEL		65.50				
							109.46			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	09/04/2024		380955	584186	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 611 614000		PLAN & ZON FUEL		204.41				
						204.41			
6528	FLEETCOR	0001		EFT	09/04/2024		380958	584190	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 290 614000		FIRE FUEL		2,149.80				
						2,149.80			
6528	FLEETCOR	0001		EFT	09/04/2024		380981	584213	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 445 614000		J T JONES FUEL		64.95				
						64.95			
6528	FLEETCOR	0001		EFT	09/04/2024		380982	584214	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 445 614000		J T JONES FUEL		60.09				
						60.09			
6528	FLEETCOR	0001		EFT	09/04/2024		380985	584218	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 415 614000		BLDG MAINT FUEL		62.99				
						62.99			
6528	FLEETCOR	0001		EFT	09/04/2024		381025	584259	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 411 614000		LEISURE SE FUEL		48.83				
						48.83			
6528	FLEETCOR	0001		EFT	09/04/2024		381026	584260	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 411 614000		LEISURE SE FUEL		688.75				
						688.75			
6528	FLEETCOR	0001		EFT	09/04/2024		381027	584261	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 411 614000		LEISURE SE FUEL		2,251.88				
						2,251.88			
6528	FLEETCOR	0001		EFT	09/04/2024		381108	584344	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 411 614000		LEISURE SE FUEL		37.47				
						37.47			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	09/04/2024		381324	584560	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 313 614000		PUB WORK AFUEL		297.82				
						297.82			
6528	FLEETCOR	0001		EFT	09/04/2024		381325	584561	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 325 614000		ENGINEER FUEL		87.58				
						87.58			
6528	FLEETCOR	0001		EFT	09/04/2024		381326	584562	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 315 614000		TRAFFIC FUEL		617.47				
						617.47			
6528	FLEETCOR	0001		EFT	09/04/2024		381327	584563	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 313 614000		PUB WORK AFUEL		337.20				
						337.20			
6528	FLEETCOR	0001		EFT	09/04/2024		381328	584564	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 815 614000		WATER FUEL		49.21				
						49.21			
6528	FLEETCOR	0001		EFT	09/04/2024		381329	584565	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 325 614000		ENGINEER FUEL		50.24				
						50.24			
6528	FLEETCOR	0001		EFT	09/04/2024		381330	584566	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 315 614000		TRAFFIC FUEL		501.08				
						501.08			
6528	FLEETCOR	0001		EFT	09/04/2024		381331	584567	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 313 614000		PUB WORK AFUEL		226.16				
						226.16			
6528	FLEETCOR	0001		EFT	09/04/2024		381332	584568	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 815 614000		WATER FUEL		90.07				
						90.07			

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WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	09/04/2024		381333	584569	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 325 614000		ENGINEER FUEL		103.09				
						103.09			
6528	FLEETCOR	0001		EFT	09/04/2024		381334	584570	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 315 614000		TRAFFIC FUEL		458.48				
						458.48			
					CHECK TOTAL	**36,187.34**			
40289	GABRIEL M SHABAZZ	0000	242503	EFT	09/04/2024		380714	583935	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 215 625500		Code Enf LOT ASSESS		2,800.00				
						2,800.00			
					CHECK TOTAL	**2,800.00**			
384	GALLS LLC	0000	241370	EFT	09/04/2024		380779	584005	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 290 612500		FIRE UNIFORMS		67.32				
						67.32			
					CHECK TOTAL	**67.32**			
282	GEIGER BROTHERS	0000	242774	EFT	09/04/2024		381119	584355	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 290 610400		FIRE OFF SUPPLS		730.62				
						730.62			
282	GEIGER BROTHERS	0000	242774	EFT	09/04/2024		381120	584356	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 290 610400		FIRE OFF SUPPLS		1,347.90				
						1,347.90			
					CHECK TOTAL	**2,078.52**			
39514	JOHNATHON T GENTRY	0000	242752	INV	09/04/2024		381320	584556	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 313 626900		PUB WORK ATRAVEL		338.95				
						338.95			

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CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39514	JOHNATHON T GENTRY	0000	242753	INV	09/04/2024		381321	584557	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 313 626900		PUB WORK ATRAVEL		390.00				
						390.00			
					CHECK TOTAL	**728.95**			
34366	GLOBAL EQUIPMENT COMP	0000	242766	INV	09/04/2024		381111	584347	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 447 630100		HRB LGT EX CAP OTLY		4,132.26				
						4,132.26			
34366	GLOBAL EQUIPMENT COMP	0000	242766	INV	09/04/2024		381112	584348	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 447 610700		HRB LGT EX OP SUPPLIE		372.24				
	2 447 630100		HRB LGT EX CAP OTLY		49.80				
						422.04			
					CHECK TOTAL	**4,554.30**			
39641	GLOBE MANUFACTURING L	0000	241988	EFT	09/04/2024		380746	583969	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 290 612500		FIRE	UNIFORMS	157.37				
						157.37			
39641	GLOBE MANUFACTURING L	0000	241642	EFT	09/04/2024		380898	584127	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 290 612500		FIRE	UNIFORMS	371.56				
						371.56			
39641	GLOBE MANUFACTURING L	0000	241514	EFT	09/04/2024		380919	584149	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 290 612500		FIRE	UNIFORMS	834.22				
	2 290 625700		FIRE	POSTAGE	16.87				
						851.09			
39641	GLOBE MANUFACTURING L	0000	241390	EFT	09/04/2024		380920	584150	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 290 612500		FIRE	UNIFORMS	437.19				
	2 290 625700		FIRE	POSTAGE	27.37				
						464.56			
					CHECK TOTAL	**1,844.58**			

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CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
43179	GRACE AARON	0000		INV	09/04/2024			381126	584363	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 145 620900		Finance	CONTRACT		22,500.00				
							22,500.00			
						CHECK TOTAL	**22,500.00**			
43284	GRIZZLY INDUSTRIAL IN	0000	242843	INV	09/04/2024			381109	584345	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 610700		HRB LGT EX OP SUPPLIE			200.30				
							200.30			
43284	GRIZZLY INDUSTRIAL IN	0000	242843	INV	09/04/2024			381110	584346	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 630100		HRB LGT EX CAP OTLY			2,384.00				
							2,384.00			
						CHECK TOTAL	**2,584.30**			
329	GULF COAST BUSINESS S	0000	242816	EFT	09/04/2024			380878	584105	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 611 610400		PLAN & ZON OFF SUPPLS			108.18				
							108.18			
329	GULF COAST BUSINESS S	0000		EFT	09/04/2024			380882	584109	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 610100		FIRE	JANITORIAL		30.00				
							30.00			
329	GULF COAST BUSINESS S	0000	242882	EFT	09/04/2024			381123	584359	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 610100		LEISURE SE	JANITORIAL		1,204.22				
							1,204.22			
329	GULF COAST BUSINESS S	0000	242670	EFT	09/04/2024			381137	584373	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 811 610400		UTIL BILL	OFF SUPPLS		71.40				
							71.40			
329	GULF COAST BUSINESS S	0000	242670	EFT	09/04/2024			381139	584375	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 811 610400		UTIL BILL	OFF SUPPLS		139.80				
	2 811 610700		UTIL BILL	OPER SUPL		1,030.87				
							1,170.67			
						CHECK TOTAL	**2,584.47**			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1457	GULF STATES ENGINEERI	0000		EFT	09/04/2024		381311	584546	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 620900		SEWER	CONTRACT		1,110.00			
						1,110.00			
						CHECK TOTAL **1,110.00**			
39025	HARRISON COUNTY CIRCU	0000		INV	09/04/2024		381346	584582	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 365 640300 02807		CITYFUND	REAL ACQ		1,006.37			
						1,006.37			
						CHECK TOTAL **1,006.37**			
456	HARRISON COUNTY SHERI	0000		INV	09/04/2024		380778	584004	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 623500		OPERATING	PRISONER		53,375.48			
						53,375.48			
456	HARRISON COUNTY SHERI	0000		INV	09/04/2024		380783	584010	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 214 620900 24012		POL GRANTS	CONTRACT		16,385.00			
						16,385.00			
						CHECK TOTAL **69,760.48**			
468	HARRISON COUNTY UTILI	0000	240020	INV	09/04/2024		381297	584532	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 845 627500		HCWWSWMD	WWATER TRT		569,550.00			
						569,550.00			
						CHECK TOTAL **569,550.00**			
39300	JEREMY R HARRISON	0000	242786	INV	09/04/2024		381319	584555	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 626900		ENGINEER	TRAVEL		352.00			
						352.00			
						CHECK TOTAL **352.00**			
2066	HAVARD PEST CONTROL	0001		EFT	09/04/2024		380776	584000	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150 610700		INFO TECH	OP SUPPLIE		35.00			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						35.00			
2066	HAVARD PEST CONTROL	0001		EFT	09/04/2024		380781	584008	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 620900		OPERATING CONTRACT			40.00			
						40.00			
2066	HAVARD PEST CONTROL	0001		EFT	09/04/2024		380811	584038	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 620900		Finance CONTRACT			16.68			
						16.68			
2066	HAVARD PEST CONTROL	0001		EFT	09/04/2024		380813	584040	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 621700		FIRE MAINT CONT			40.00			
						40.00			
2066	HAVARD PEST CONTROL	0001		EFT	09/04/2024		380899	584128	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 611 620900		PLAN & ZON CONTRACT			16.66			
						16.66			
2066	HAVARD PEST CONTROL	0001		EFT	09/04/2024		380918	584148	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 111 621700		MAYOR MAINT CONT			13.34			
	2 143 610100		CAO Office JANITORIAL			13.33			
	3 147 610100		Marketing JANITORIAL			13.33			
						40.00			
2066	HAVARD PEST CONTROL	0001		EFT	09/04/2024		380947	584179	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 620900		Finance CONTRACT			115.00			
						115.00			
2066	HAVARD PEST CONTROL	0001	240179	EFT	09/04/2024		381039	584273	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			100.00			
						100.00			
2066	HAVARD PEST CONTROL	0001		EFT	09/04/2024		381132	584368	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 811 627900		UTIL BILL MISC			16.66			
						16.66			
2066	HAVARD PEST CONTROL	0001		EFT	09/04/2024		381314	584550	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 620900		WATER CONTRACT			45.00			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
							45.00			
2066	HAVARD PEST CONTROL	0001		EFT	09/04/2024			381315	584551	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 620900		WATER	CONTRACT		90.00				
							90.00			
						CHECK TOTAL	**555.00**			
548	HUMANE SOCIETY OF S M	0000		EFT	09/04/2024			380780	584007	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 614900		OPERATING	ANIMAL CON		18,026.20				
							18,026.20			
						CHECK TOTAL	**18,026.20**			
42384	IMPERIAL BAG & PAPER,	0000	242856	EFT	09/04/2024			380953	584184	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 145 610100		Finance	JANITORIAL		81.81				
	2 611 610100		PLAN & ZON	JANITORIAL		81.81				
	3 811 610100		UTIL BILL	JANITORIAL		81.82				
							245.44			
						CHECK TOTAL	**245.44**			
19232	INTERIOR EXTERIOR ENT	0000	240049	EFT	09/04/2024			380782	584009	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 415 611000		BLDG MAINT	BLG MAT		80.00				
							80.00			
						CHECK TOTAL	**80.00**			
275	J H WRIGHT & ASSOC	0001	242316	EFT	09/04/2024			381071	584307	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 620900		WATER	CONTRACT		3,250.00				
							3,250.00			
275	J H WRIGHT & ASSOC	0001	242712	EFT	09/04/2024			381093	584329	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 615800		SEWER	LFT STATN		4,500.00				
							4,500.00			
275	J H WRIGHT & ASSOC	0001	242722	EFT	09/04/2024			381095	584331	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 615800		SEWER	LFT STATN		4,875.00				

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
							4,875.00			
						CHECK TOTAL	**12,625.00**			
43022	JAAF LLC	0000	241627	EFT	09/04/2024			380851	584078	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		226.46				
							226.46			
43022	JAAF LLC	0000	241627	EFT	09/04/2024			380852	584079	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		1,125.64				
							1,125.64			
43022	JAAF LLC	0000	241784	EFT	09/04/2024			380854	584081	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 611300		FIRE	MOTR VEH		510.34				
							510.34			
43022	JAAF LLC	0000	241784	EFT	09/04/2024			380972	584203	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 611300		FIRE	MOTR VEH		527.14				
							527.14			
						CHECK TOTAL	**2,389.58**			
43346	JAXON T SCREWS	0000		INV	09/04/2024			381117	584353	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 622300		FIRE	TRAIN PRG		116.00				
							116.00			
43346	JAXON T SCREWS	0000		INV	09/04/2024			381118	584354	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 622300		FIRE	TRAIN PRG		116.00				
							116.00			
						CHECK TOTAL	**232.00**			
42317	GULF COAST RESTROOM T	0000	241728	EFT	09/04/2024			380912	584142	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 148 627800 24003		Events	EVENT		250.00				
							250.00			
						CHECK TOTAL	**250.00**			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39355	JE TALLEY CONSTRUCTIO	0000	230771	INV	09/04/2024		381125	584361	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 030 640100 Z8592 HURRICANE CAP CONST				2,000.00				
						2,000.00			
					CHECK TOTAL	**2,000.00**			
40115	JESSICA SCHWARTZ	0000	242802	INV	09/04/2024		380734	583956	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 213 626900 OPERATING TRAVEL				104.00				
						104.00			
					CHECK TOTAL	**104.00**			
43151	JHS ENTERPRISES INC	0000	242793	EFT	09/04/2024		381101	584337	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 815 610700 WATER OPER SUPL				508.00				
						508.00			
43151	JHS ENTERPRISES INC	0000		EFT	09/04/2024		381138	584374	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 811 626500 UTIL BILL PRINTING				975.00				
						975.00			
					CHECK TOTAL	**1,483.00**			
11185	LEE J JOHNSON	0000	242467	INV	09/04/2024		381040	584275	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 411 620900 LEISURE SE CONTRACT				7,500.00				
						7,500.00			
					CHECK TOTAL	**7,500.00**			
1279	JOHNSTONE SUPPLY CO	0001	242858	INV	09/04/2024		381105	584341	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 447 611000 HRB LGT EX BLDG MATLS				36.54				
						36.54			
1279	JOHNSTONE SUPPLY CO	0001	242858	INV	09/04/2024		381106	584342	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 447 611000 HRB LGT EX BLDG MATLS				282.46				
						282.46			
					CHECK TOTAL	**319.00**			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

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WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42355	ASCEND LEARNING HOLDI	0000	242641	INV	09/04/2024		380930	584160	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 290 622300		FIRE	TRAIN PRG	2,764.09				
						2,764.09			
					CHECK TOTAL	**2,764.09**			
320	KEELING CO	0000	241469	EFT	09/04/2024		381015	584249	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 411 610600		LEISURE SE	LANDSCAPE	1,128.89				
						1,128.89			
320	KEELING CO	0000	241469	EFT	09/04/2024		381017	584251	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 411 610600		LEISURE SE	LANDSCAPE	319.44				
						319.44			
320	KEELING CO	0000	241469	EFT	09/04/2024		381018	584252	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 411 610600		LEISURE SE	LANDSCAPE	542.40				
						542.40			
320	KEELING CO	0000	242811	EFT	09/04/2024		381075	584311	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 411 613700		LEISURE SE	CHEMICALS	2,353.91				
						2,353.91			
					CHECK TOTAL	**4,344.64**			
35998	KINGS SPRINKLER SYSTE	0000	241355	EFT	09/04/2024		381034	584268	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT	5,567.75				
						5,567.75			
35998	KINGS SPRINKLER SYSTE	0000	241355	EFT	08/09/2024		381035	584269	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT	2,295.00				
						2,295.00			
35998	KINGS SPRINKLER SYSTE	0000	241355	EFT	09/04/2024		381036	584270	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT	3,824.00				
						3,824.00			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
35998	KINGS SPRINKLER SYSTE	0000	241355	EFT	09/04/2024			381082	584318	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE CONTRACT			2,345.00				
							2,345.00			
35998	KINGS SPRINKLER SYSTE	0000	241355	EFT	09/04/2024			381344	584580	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE CONTRACT			4,846.25				
							4,846.25			
35998	KINGS SPRINKLER SYSTE	0000	241355	EFT	09/04/2024			381345	584581	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE CONTRACT			2,756.00				
							2,756.00			
						CHECK TOTAL	**21,634.00**			
40198	KRISTEN MARTIN	0000	242755	INV	09/04/2024			380739	583961	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626900		OPERATING TRAVEL			180.00				
							180.00			
						CHECK TOTAL	**180.00**			
357	LAND SHAPER INC	0000	242594	EFT	09/04/2024			381065	584301	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 311 614300		STS & DRAI GRAVEL			10,000.00				
							10,000.00			
						CHECK TOTAL	**10,000.00**			
41810	LANDERS SOUTH, LLC	0000	242091	EFT	09/04/2024			380807	584034	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 630100 24028		FIRE CAP OTLY			59,109.00				
							59,109.00			
						CHECK TOTAL	**59,109.00**			
41693	LESLIE SLADE	0000	242819	EFT	09/04/2024			380850	584077	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 611300		LEISURE SE MOTR VEH			450.00				
							450.00			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
41693	LESLIE SLADE	0000	241636	EFT	09/04/2024		380853	584080	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 213 611300		OPERATING MOTR VEH		358.00				
						358.00			
41693	LESLIE SLADE	0000	241636	EFT	09/04/2024		380855	584082	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 213 611300		OPERATING MOTR VEH		269.00				
						269.00			
					CHECK TOTAL	**1,077.00**			
40605	LILLIE MONROE	0000	242620	INV	09/04/2024		380717	583938	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 215 625500		Code Enf	LOT ASSESS	2,975.00				
						2,975.00			
					CHECK TOTAL	**2,975.00**			
42389	LMR HARDWARE	0000	240029	EFT	09/04/2024		381304	584539	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 315 610700		TRAFFIC	OPER SUPL	91.97				
						91.97			
					CHECK TOTAL	**91.97**			
380	LOWES ACCTS RECEIVABL	0001	242372	INV	09/04/2024		380715	583936	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 213 611000		OPERATING BLG MAT		213.77				
	2 213 611300		OPERATING MOTR VEH		213.78				
						427.55			
380	LOWES ACCTS RECEIVABL	0001	242377	INV	09/04/2024		380743	583966	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 290 610700		FIRE	OPER SUPL	11.16				
						11.16			
380	LOWES ACCTS RECEIVABL	0001	242377	INV	09/04/2024		380758	583981	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 290 610700		FIRE	OPER SUPL	27.25				
						27.25			

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WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	242372	INV	09/04/2024		380767	583990	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 213 611000		OPERATING BLG MAT		28.48				
	2 213 611300		OPERATING MOTR VEH		28.48				
						56.96			
380	LOWES ACCTS RECEIVABL	0001		INV	09/04/2024		380774	583997	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 415 611000		BLDG MAINT BLG MAT		31.33				
						31.33			
380	LOWES ACCTS RECEIVABL	0001	242054	INV	09/04/2024		380801	584028	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 447 611000		HRB LGT EX BLDG MATLS		5.07				
						5.07			
380	LOWES ACCTS RECEIVABL	0001	242372	INV	09/04/2024		380856	584083	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 213 611000		OPERATING BLG MAT		40.56				
	2 213 611300		OPERATING MOTR VEH		40.55				
						81.11			
380	LOWES ACCTS RECEIVABL	0001	242372	INV	09/04/2024		380857	584084	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 213 611000		OPERATING BLG MAT		80.96				
	2 213 611300		OPERATING MOTR VEH		80.97				
						161.93			
380	LOWES ACCTS RECEIVABL	0001	242372	INV	09/04/2024		380858	584085	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 213 611000		OPERATING BLG MAT		136.31				
	2 213 611300		OPERATING MOTR VEH		136.30				
						272.61			
380	LOWES ACCTS RECEIVABL	0001	240379	INV	09/04/2024		380896	584124	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 445 611000		J T JONES BLG MAT		413.19				
						413.19			
380	LOWES ACCTS RECEIVABL	0001	242544	INV	09/04/2024		380908	584138	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 447 611000		HRB LGT EX BLDG MATLS		62.49				
						62.49			

CITY OF GULFPORT

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WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001		INV	09/04/2024		380921	584151	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 345 630100 24032	CP-CAP	CAP OTLY		198.34				
						198.34			
380	LOWES ACCTS RECEIVABL	0001	242377	INV	09/04/2024		380922	584152	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 290 610700	FIRE	OPER SUPL		41.76				
						41.76			
380	LOWES ACCTS RECEIVABL	0001	242377	INV	09/04/2024		380929	584159	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 290 610700	FIRE	OPER SUPL		75.98				
						75.98			
380	LOWES ACCTS RECEIVABL	0001	242377	INV	09/04/2024		380950	584181	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 290 610700	FIRE	OPER SUPL		67.38				
						67.38			
380	LOWES ACCTS RECEIVABL	0001		INV	09/04/2024		380975	584206	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 290 610700	FIRE	OPER SUPL		473.10				
						473.10			
380	LOWES ACCTS RECEIVABL	0001	240182	INV	09/04/2024		381012	584246	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 411 610700	LEISURE SE	OPER SUPL		46.90				
						46.90			
380	LOWES ACCTS RECEIVABL	0001	242061	INV	09/04/2024		381013	584247	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 411 610700	LEISURE SE	OPER SUPL		66.62				
						66.62			
380	LOWES ACCTS RECEIVABL	0001	240182	INV	09/04/2024		381014	584248	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 411 610700	LEISURE SE	OPER SUPL		38.98				
						38.98			
380	LOWES ACCTS RECEIVABL	0001		CRM	08/09/2024		381021	584255	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 411 610700	LEISURE SE	OPER SUPL		-160.55				
						-160.55			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	242377	INV	09/04/2024		381072	584308	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 290 610700		FIRE	OPER SUPL	521.74				
						521.74			
380	LOWES ACCTS RECEIVABL	0001	240379	INV	09/04/2024		381074	584310	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 445 611000		J T JONES	BLG MAT	413.19				
						413.19			
380	LOWES ACCTS RECEIVABL	0001	242061	INV	09/04/2024		381078	584314	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 411 610700		LEISURE SE	OPER SUPL	285.70				
						285.70			
380	LOWES ACCTS RECEIVABL	0001	242614	INV	09/04/2024		381087	584323	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 815 610700		WATER	OPER SUPL	1,173.60				
						1,173.60			
380	LOWES ACCTS RECEIVABL	0001	242401	INV	09/04/2024		381088	584324	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 311 610700		STS & DRAI	OPER SUPL	3,363.60				
						3,363.60			
380	LOWES ACCTS RECEIVABL	0001	242836	INV	09/04/2024		381089	584325	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 311 610700		STS & DRAI	OPER SUPL	1,062.72				
						1,062.72			
380	LOWES ACCTS RECEIVABL	0001	241929	INV	09/04/2024		381103	584339	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 148 624601		Events	REPAIRS	40.40				
						40.40			
380	LOWES ACCTS RECEIVABL	0001	242544	INV	09/04/2024		381107	584343	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 447 611000		HRB LGT EX	BLDG MATLS	35.11				
						35.11			
380	LOWES ACCTS RECEIVABL	0001	240058	INV	09/04/2024		381305	584540	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 311 610700		STS & DRAI	OPER SUPL	84.90				
						84.90			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240058	INV	09/04/2024			381306	584541	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 315 610700		TRAFFIC	OPER SUPL		86.35				
							86.35			
380	LOWES ACCTS RECEIVABL	0001	242377	INV	09/04/2024			381384	584626	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 290 610700		FIRE	OPER SUPL		16.14				
							16.14			
						CHECK TOTAL	9,482.61			
42260	MANDAL AUTOMOTIVE OF	0000	242375	INV	09/04/2024			380859	584086	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 611300		OPERATING	MOTR VEH		76.25				
							76.25			
42260	MANDAL AUTOMOTIVE OF	0000	242375	INV	09/04/2024			380860	584087	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 611300		OPERATING	MOTR VEH		322.95				
							322.95			
42260	MANDAL AUTOMOTIVE OF	0000	242375	INV	09/04/2024			380861	584088	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 611300		OPERATING	MOTR VEH		32.44				
							32.44			
42260	MANDAL AUTOMOTIVE OF	0000	242642	INV	09/04/2024			380864	584091	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 611300		OPERATING	MOTR VEH		19.38				
							19.38			
42260	MANDAL AUTOMOTIVE OF	0000	242642	INV	09/04/2024			380865	584092	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 213 611300		OPERATING	MOTR VEH		163.88				
							163.88			
						CHECK TOTAL	614.90			
36515	MCDANIELS GENERAL MER	0000	240013	EFT	09/04/2024			380952	584183	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 290 610700		FIRE	OPER SUPL		260.99				
							260.99			
						CHECK TOTAL	260.99			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
17631	MEDICAL ANALYSIS LLC	0000	240402	EFT	09/04/2024		380998	584231	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 215100		GENRL FUNDEMP CLINIC			19,400.00			
						19,400.00			
						CHECK TOTAL **19,400.00**			
1054	MICRO METHODS INC	0000	242266	EFT	09/04/2024		381295	584530	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 620900		WATER	CONTRACT		180.00			
						180.00			
1054	MICRO METHODS INC	0000	242266	EFT	09/04/2024		381296	584531	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 620900		WATER	CONTRACT		120.00			
						120.00			
						CHECK TOTAL **300.00**			
316	MID SOUTH UNIFORM & S	0000		EFT	09/04/2024		380924	584154	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 610700		FIRE	OPER SUPL		563.18			
						563.18			
						CHECK TOTAL **563.18**			
43371	MILLION PRINTS LLC	0000	242771	INV	09/04/2024		381351	584589	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 612500		Finance	UNIFORMS		68.86			
	2 811 612500		UTIL BILL	UNIFORMS		65.12			
						133.98			
						CHECK TOTAL **133.98**			
385	MISSISSIPPI DEPT OF R	0000		INV	09/04/2024		380764	583987	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 624500		OPERATING TAXES\LISC			80.00			
						80.00			
						CHECK TOTAL **80.00**			
385	MISSISSIPPI DEPT OF R	0000		INV	09/04/2024		380765	583988	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 624500		OPERATING TAXES\LISC			112.00			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
							112.00			
						CHECK TOTAL	**112.00**			
385	MISSISSIPPI DEPT OF R	0000		INV	09/04/2024			380768	583991	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 620900		HRB LGT EX CONTRACT			12.00				
							12.00			
						CHECK TOTAL	**12.00**			
385	MISSISSIPPI DEPT OF R	0000		INV	09/04/2024			380769	583992	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 620900		HRB LGT EX CONTRACT			12.00				
							12.00			
						CHECK TOTAL	**12.00**			
385	MISSISSIPPI DEPT OF R	0000		INV	09/04/2024			380815	584042	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 624500		FIRE	TAXES\LISC		12.00				
							12.00			
						CHECK TOTAL	**12.00**			
385	MISSISSIPPI DEPT OF R	0000		INV	09/04/2024			380902	584131	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 611 627900		PLAN & ZON MISC			24.00				
							24.00			
						CHECK TOTAL	**24.00**			
11590	MISSION COMMUNICATION	0000		EFT	09/04/2024			381310	584545	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 620900		SEWER	CONTRACT		347.40				
							347.40			
						CHECK TOTAL	**347.40**			
42812	MOBILE SOLVENTS & SUP	0000	242623	EFT	09/04/2024			381302	584537	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 616700		WATER	WATERLINE		6,277.50				
							6,277.50			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42812	MOBILE SOLVENTS & SUP	0000	242623	EFT	09/04/2024		381303	584538	

ACCOUNT DETAIL					LINE AMOUNT
1	815	616700	WATER	WATERLINE	6,885.00
					6,885.00
				CHECK TOTAL	**13,162.50**

39295	GEORGE R MOONEY	0000	242785	INV	09/04/2024		381318	584554

ACCOUNT DETAIL					LINE AMOUNT
1	325	626900	ENGINEER	TRAVEL	352.00
					352.00
				CHECK TOTAL	**352.00**

41868	MOTOROLA SOLUTIONS LL	0000	242243	EFT	09/04/2024		380820	584047

ACCOUNT DETAIL						LINE AMOUNT
1	290	630100	24028	FIRE	CAP OTLY	8,833.71
						8,833.71
					CHECK TOTAL	**8,833.71**

11022	MS COAST TRANSPORTATI	0000	240326	EFT	09/04/2024		380941	584171

ACCOUNT DETAIL					LINE AMOUNT
1	115	627700	COUNCIL	CONTRIBUTE	104,500.00
					104,500.00
				CHECK TOTAL	**104,500.00**

6843	MS DEPT OF EMPLOYMENT	0000		INV	09/04/2024		380964	584195

ACCOUNT DETAIL					LINE AMOUNT
1	447	602800	HRB LGT EX	UNEMPLMT	47.85
2	447	602800	HRB LGT EX	UNEMPLMT	22.41
3	447	602800	HRB LGT EX	UNEMPLMT	34.20
4	447	602800	HRB LGT EX	UNEMPLMT	52.38
5	411	602800	LEISURE SE	UNEMPLMT	12.61
6	447	602800	HRB LGT EX	UNEMPLMT	49.60
					219.05
				CHECK TOTAL	**219.05**

374	MS MUNICIPAL LEAGUE	0000		EFT	10/31/2024		381016	584250

ACCOUNT DETAIL					LINE AMOUNT
1	145	621900	Finance	MEMBER DUE	29,570.40

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
							29,570.40			
						CHECK TOTAL	**29,570.40**			
378	MS POWER COMPANY	0000		INV	09/04/2024			381155	584390	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 626002		FIRE	ELECTRIC		110.61				
							110.61			
378	MS POWER COMPANY	0000		INV	09/04/2024			381156	584391	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626002		OPERATING	ELECTRIC		16,674.31				
							16,674.31			
378	MS POWER COMPANY	0000		INV	09/04/2024			381157	584392	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 125 626002		CITY COURT	ELECTRIC		5,558.10				
							5,558.10			
378	MS POWER COMPANY	0000		INV	09/04/2024			381158	584393	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 325 625100		ENGINEER	STREET LHT		92.73				
							92.73			
378	MS POWER COMPANY	0000		INV	09/04/2024			381159	584394	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 626002		LEISURE SE	ELECTRIC		123.28				
							123.28			
378	MS POWER COMPANY	0000		INV	09/04/2024			381160	584395	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 626002		LEISURE SE	ELECTRIC		122.43				
							122.43			
378	MS POWER COMPANY	0000		INV	09/04/2024			381161	584396	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 626002		FIRE	ELECTRIC		1,666.01				
							1,666.01			
378	MS POWER COMPANY	0000		INV	09/04/2024			381162	584397	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 626002		SEWER	ELECTRIC		137.85				
							137.85			
378	MS POWER COMPANY	0000		INV	09/04/2024			381163	584398	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 325 625100		ENGINEER	STREET LHT		55.64				

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						55.64			
378	MS POWER COMPANY	0000		INV	09/04/2024		381164	584399	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE ELECTRIC			50.30			
						50.30			
378	MS POWER COMPANY	0000		INV	09/04/2024		381165	584400	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER STREET LHT			33.77			
						33.77			
378	MS POWER COMPANY	0000		INV	09/04/2024		381166	584401	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER STREET LHT			142.69			
						142.69			
378	MS POWER COMPANY	0000		INV	09/04/2024		381167	584402	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER STREET LHT			254.74			
						254.74			
378	MS POWER COMPANY	0000		INV	09/04/2024		381168	584403	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626002		Finance ELECTRIC			4,373.84			
						4,373.84			
378	MS POWER COMPANY	0000		INV	09/04/2024		381169	584404	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE ELECTRIC			140.95			
						140.95			
378	MS POWER COMPANY	0000		INV	09/04/2024		381170	584405	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER STREET LHT			225.77			
						225.77			
378	MS POWER COMPANY	0000		INV	09/04/2024		381171	584406	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER STREET LHT			749.03			
						749.03			
378	MS POWER COMPANY	0000		INV	09/04/2024		381172	584407	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER ELECTRIC			57.03			
						57.03			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
378	MS POWER COMPANY	0000		INV	09/04/2024			381173	584408	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 626002		WATER	ELECTRIC		11,882.74				
							11,882.74			
378	MS POWER COMPANY	0000		INV	09/04/2024			381174	584409	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626002		OPERATING	ELECTRIC		3,486.33				
							3,486.33			
378	MS POWER COMPANY	0000		INV	09/04/2024			381175	584410	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 325 625100		ENGINEER	STREET LHT		89,635.96				
							89,635.96			
378	MS POWER COMPANY	0000		INV	09/04/2024			381176	584411	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 626002		FIRE	ELECTRIC		8,598.99				
							8,598.99			
378	MS POWER COMPANY	0000		INV	09/04/2024			381177	584412	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 626002		LEISURE SE	ELECTRIC		547.12				
							547.12			
378	MS POWER COMPANY	0000		INV	09/04/2024			381178	584413	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 145 626002		Finance	ELECTRIC		1,462.70				
							1,462.70			
378	MS POWER COMPANY	0000		INV	09/04/2024			381179	584414	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 325 625100		ENGINEER	STREET LHT		7,381.78				
							7,381.78			
378	MS POWER COMPANY	0000		INV	09/04/2024			381180	584415	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 626002		SEWER	ELECTRIC		6,745.80				
							6,745.80			
378	MS POWER COMPANY	0000		INV	09/04/2024			381181	584416	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 626002		LEISURE SE	ELECTRIC		5,417.46				
							5,417.46			
						CHECK TOTAL	**165,727.96**			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

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WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
35088	MUNICO CORP	0000	242807	INV	09/04/2024		380909	584139	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 447 610700		HRB LGT EX OP SUPPLIE		1,728.31				
						1,728.31			
					CHECK TOTAL	**1,728.31**			
42387	MYSIDEWALK INC	0000		INV	09/04/2024		381000	584234	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 290 610700		FIRE	OPER SUPL	900.00				
						900.00			
					CHECK TOTAL	**900.00**			
2566	NORLAB INC	0000	242597	EFT	09/04/2024		381102	584338	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 825 610700		SEWER	OPER SUPL	1,160.00				
						1,160.00			
					CHECK TOTAL	**1,160.00**			
323	NORTH ALABAMA FIRE EQ	0000	242506	INV	09/04/2024		380927	584157	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 290 612500		FIRE	UNIFORMS	712.00				
						712.00			
					CHECK TOTAL	**712.00**			
389	OREILLY AUTO PARTS	0001	242551	EFT	09/04/2024		380866	584093	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 213 611300		OPERATING MOTR VEH		51.06				
						51.06			
389	OREILLY AUTO PARTS	0001	242551	EFT	09/04/2024		380867	584094	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 213 611300		OPERATING MOTR VEH		15.87				
						15.87			
389	OREILLY AUTO PARTS	0001	242551	EFT	09/04/2024		380868	584095	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 213 611300		OPERATING MOTR VEH		388.22				
						388.22			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

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WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
389	OREILLY AUTO PARTS	0001	242551	EFT	09/04/2024		380869	584096	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 213 611300		OPERATING MOTR VEH		357.00				
						357.00			
389	OREILLY AUTO PARTS	0001	242551	EFT	09/04/2024		380870	584097	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 213 611300		OPERATING MOTR VEH		349.98				
						349.98			
389	OREILLY AUTO PARTS	0001	242551	EFT	09/04/2024		380871	584098	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 213 611300		OPERATING MOTR VEH		50.91				
						50.91			
389	OREILLY AUTO PARTS	0001	242551	EFT	09/04/2024		380872	584099	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 213 611300		OPERATING MOTR VEH		87.43				
						87.43			
389	OREILLY AUTO PARTS	0001	242551	EFT	09/04/2024		380873	584100	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 213 611300		OPERATING MOTR VEH		222.17				
						222.17			
389	OREILLY AUTO PARTS	0001	242551	EFT	09/04/2024		380874	584101	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 213 611300		OPERATING MOTR VEH		87.43				
						87.43			
389	OREILLY AUTO PARTS	0001	242551	EFT	09/04/2024		380875	584102	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 213 611300		OPERATING MOTR VEH		207.89				
						207.89			
389	OREILLY AUTO PARTS	0001		EFT	09/04/2024		380889	584117	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 213 611300		OPERATING MOTR VEH		780.81				
						780.81			
					CHECK TOTAL	**2,598.77**			
9995	DAMARIO SANDERS	0000		INV	09/04/2024		380993	584226	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 010 505800 41143		GENRL FUNDRENTS		180.00				
						180.00			

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WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**180.00**			
9995	HAL MERRITT	0000		INV	09/04/2024			380751	583974	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 010 505800 41143		GENRL FUNDRENTS			175.00				
							175.00			
						CHECK TOTAL	**175.00**			
9995	KEESLER FEDERAL CREDI	0000		INV	09/04/2024			380994	584227	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 010 505800 41140		GENRL FUNDRENTS			175.00				
							175.00			
						CHECK TOTAL	**175.00**			
9995	NACOLE MCDONALD	0000		INV	09/04/2024			380991	584224	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 010 505800 41142		GENRL FUNDRENTS			100.00				
							100.00			
						CHECK TOTAL	**100.00**			
9995	ROTARY OF GULFPORT-OR	0000		INV	09/04/2024			380990	584223	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 010 505800 41139		GENRL FUNDRENTS			200.00				
							200.00			
						CHECK TOTAL	**200.00**			
9995	SAHARA HARRISON	0000		INV	09/04/2024			380992	584225	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 010 505800 41142		GENRL FUNDRENTS			100.00				
							100.00			
						CHECK TOTAL	**100.00**			
9995	SHARON FLOYD	0000		INV	09/04/2024			381147	584382	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 010 505800 41145		GENRL FUNDRENTS			175.00				
							175.00			
						CHECK TOTAL	**175.00**			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
9996	JOHN ROUNSAVILLE	0000		INV	09/04/2024		380956	584187	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 420 505200		HARBOR	DOCKAGE	641.93				
						641.93			
					CHECK TOTAL	**641.93**			
9996	NICKY NAZARETAIN	0000		INV	09/04/2024		380957	584189	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 420 505200		HARBOR	DOCKAGE	53.84				
						53.84			
					CHECK TOTAL	**53.84**			
9990	DAVID & LESLIE JOHNST	0000		INV	09/04/2024		380948	584178	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 010 420400		GENRL FUND	PERM-BLDG	100.00				
						100.00			
					CHECK TOTAL	**100.00**			
39457	OSBURN ASSOCIATES INC	0000	242778	EFT	09/04/2024		381063	584299	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 315 615500		TRAFFIC	TRAFFIC	92.40				
						92.40			
39457	OSBURN ASSOCIATES INC	0000	242778	EFT	09/04/2024		381064	584300	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 315 615500		TRAFFIC	TRAFFIC	92.40				
						92.40			
					CHECK TOTAL	**184.80**			
43130	OVERSTREET AND ASSOCI	0000	240790	INV	09/04/2024		381127	584362	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 345 630100	23028	CP-CAP	CAP OTLY	10,241.50				
						10,241.50			
					CHECK TOTAL	**10,241.50**			
22287	PARTS AND SUPPLY INC	0000	242702	EFT	09/04/2024		380876	584103	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH	105.15				
						105.15			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
22287	PARTS AND SUPPLY INC	0000	242702	EFT	09/04/2024		380877	584104	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 213 611300 OPERATING MOTR VEH				244.58				
						244.58			
22287	PARTS AND SUPPLY INC	0000	242702	EFT	09/04/2024		380879	584106	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 213 611300 OPERATING MOTR VEH				318.49				
						318.49			
22287	PARTS AND SUPPLY INC	0000	242702	EFT	09/04/2024		380880	584107	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 213 611300 OPERATING MOTR VEH				182.72				
						182.72			
22287	PARTS AND SUPPLY INC	0000	240011	EFT	09/04/2024		380973	584204	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 290 611300 FIRE MOTR VEH				121.16				
						121.16			
22287	PARTS AND SUPPLY INC	0000	240011	EFT	09/04/2024		380978	584209	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 290 611300 FIRE MOTR VEH				21.77				
						21.77			
					CHECK TOTAL	**993.87**			
42247	PAYMENTUS CORPORATION	0000		EFT	09/04/2024		381133	584369	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 811 620900 UTIL BILL CONTRACT				132.00				
						132.00			
					CHECK TOTAL	**132.00**			
377	PERFORMANCE TIRE & WH	0001		EFT	09/04/2024		380757	583980	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 290 611300 FIRE MOTR VEH				58.50				
						58.50			
377	PERFORMANCE TIRE & WH	0001		EFT	09/04/2024		380960	584192	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 290 611300 FIRE MOTR VEH				106.45				
						106.45			
					CHECK TOTAL	**164.95**			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

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WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43237	PRECISION CONCRETE CU	0000	242724	EFT	09/04/2024		381051	584274	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 311 624602 STS & DRAI ADACOMP				4,249.26				
						4,249.26			
					CHECK TOTAL	**4,249.26**			
43378	PREMIER AUTOMOTIVE OF	0000	242815	INV	09/04/2024		380804	584031	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 611 630100 PLAN & ZON CAP OTLY				68,100.00				
						68,100.00			
					CHECK TOTAL	**68,100.00**			
1112	PRO CHEM INC	0000	242828	EFT	09/04/2024		381099	584335	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 311 610700 STS & DRAI OPER SUPL				1,999.20				
						1,999.20			
					CHECK TOTAL	**1,999.20**			
43342	RELIABLE CONCRETE LLC	0000	242526	EFT	09/04/2024		381298	584533	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 815 620900 WATER CONTRACT				350.00				
						350.00			
43342	RELIABLE CONCRETE LLC	0000	242526	EFT	09/04/2024		381299	584534	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 815 620900 WATER CONTRACT				350.00				
						350.00			
43342	RELIABLE CONCRETE LLC	0000	242526	EFT	09/04/2024		381300	584535	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 815 620900 WATER CONTRACT				350.00				
						350.00			
					CHECK TOTAL	**1,050.00**			
37049	RIEMANN MONUMENT COMP	0000		INV	09/04/2024		380754	583976	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 411 612200 LEISURE SE REP&MAINT				300.00				
						300.00			
					CHECK TOTAL	**300.00**			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

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WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
18256	ROUSES ENTERPRISES LL	0000	241022	EFT	09/04/2024		381122	584358	

ACCOUNT DETAIL					LINE AMOUNT
1	411	623600		LEISURE SE MEALS	49.86
					49.86
				CHECK TOTAL	**49.86**

38378	SAFEWARE INC	0000	242093	EFT	09/04/2024		380795	584022	

ACCOUNT DETAIL						LINE AMOUNT
1	290	630100	24028	FIRE	CAP OTLY	4,996.90
						4,996.90
					CHECK TOTAL	**4,996.90**

25565	SCRIBBLE SOFTWARE, IN	0000	240774	INV	09/04/2024		380900	584129	

ACCOUNT DETAIL						LINE AMOUNT
1	445	610700		J T JONES	OPER SUPL	240.00
						240.00
					CHECK TOTAL	**240.00**

34048	SEYMOUR ENGINEERING P	0000	241350	INV	09/04/2024		381128	584364	

ACCOUNT DETAIL						LINE AMOUNT
1	362	640200	24022	CP ARPA EX	CAP ENG	10,300.00
						10,300.00
					CHECK TOTAL	**10,300.00**

860	THE SHERWIN WILLIAMS	0000	240591	EFT	09/04/2024		380983	584216	

ACCOUNT DETAIL						LINE AMOUNT
1	415	624601		BLDG MAINT	REPAIRS	9.92
						9.92
					CHECK TOTAL	**9.92**

42266	SIJ HOLDINGS, LLC	0000	240924	EFT	09/04/2024		380934	584164	

ACCOUNT DETAIL						LINE AMOUNT
1	115	626100		COUNCIL	ADVERTSNG	40.00
						40.00

42266	SIJ HOLDINGS, LLC	0000	240924	EFT	09/04/2024		380935	584165	

ACCOUNT DETAIL						LINE AMOUNT
1	115	626100		COUNCIL	ADVERTSNG	37.90
						37.90

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

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WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	09/04/2024			381046	584281	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 145 626100		Finance	ADVERTSNG		208.40				
							208.40			
						CHECK TOTAL	**286.30**			
220	NORMA JEAN SOROE	0000	240317	EFT	09/04/2024			380944	584174	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 611 622100		PLAN & ZON PROF FEES			224.53				
							224.53			
						CHECK TOTAL	**224.53**			
1777	SOUTHERN MS PLANNING	0001	240178	EFT	09/04/2024			381047	584283	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 411 623600		LEISURE SE MEALS			84.71				
							84.71			
						CHECK TOTAL	**84.71**			
611	SOUTHERN PIPE & SUPPL	0000		EFT	09/04/2024			380784	584011	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 415 611000		BLDG MAINT	BLG MAT		45.76				
							45.76			
611	SOUTHERN PIPE & SUPPL	0000		EFT	09/04/2024			380785	584012	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 415 611000		BLDG MAINT	BLG MAT		135.88				
							135.88			
611	SOUTHERN PIPE & SUPPL	0000		EFT	09/04/2024			380786	584013	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 415 611000		BLDG MAINT	BLG MAT		343.12				
							343.12			
611	SOUTHERN PIPE & SUPPL	0000		EFT	09/04/2024			380788	584015	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 415 611000		BLDG MAINT	BLG MAT		31.66				
							31.66			
611	SOUTHERN PIPE & SUPPL	0000		EFT	09/04/2024			380789	584016	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 415 611000		BLDG MAINT	BLG MAT		24.85				
							24.85			

CITY OF GULFPORT

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WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
611	SOUTHERN PIPE & SUPPL	0000		EFT	09/04/2024			380790	584017	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 415 611000		BLDG MAINT	BLG MAT		104.22				
							104.22			
611	SOUTHERN PIPE & SUPPL	0000		EFT	09/04/2024			380791	584018	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 415 611000		BLDG MAINT	BLG MAT		69.74				
							69.74			
611	SOUTHERN PIPE & SUPPL	0000		EFT	09/04/2024			380928	584158	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 611000		FIRE	BLG MAT		18.00				
							18.00			
						CHECK TOTAL	**773.23**			
6167	SOUTHERN TIRE MART LL	0000	242780	INV	09/04/2024			380904	584135	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 610700		FIRE	OPER SUPL		3,308.12				
							3,308.12			
						CHECK TOTAL	**3,308.12**			
17329	SOUTHERN WATERWORKS S	0000	241604	INV	09/04/2024			381070	584306	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 616700		WATER	WATERLINE		1,709.52				
							1,709.52			
17329	SOUTHERN WATERWORKS S	0000	242830	INV	09/04/2024			381086	584322	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 610700		WATER	OPER SUPL		1,039.50				
							1,039.50			
						CHECK TOTAL	**2,749.02**			
1103	STATE OF MISSISSIPPI	0000		INV	09/04/2024			380962	584193	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 611 622100		PLAN & ZON	PROF FEES		25.00				
							25.00			
						CHECK TOTAL	**25.00**			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
42603	SUDDEN SERVICE INC	0000	242508	EFT	09/04/2024			380759	583982	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 612200		FIRE	REP&MAINT		3,005.76				
							3,005.76			
						CHECK TOTAL	**3,005.76**			
23563	SUN COAST BUSINESS SU	0000	242736	EFT	09/04/2024			380069	583188	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 125 610700		CITY COURT	OPER SUPL		442.30				
							442.30			
23563	SUN COAST BUSINESS SU	0000	242817	EFT	09/04/2024			380803	584030	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 611 610400		PLAN & ZON	OFF SUPPLS		238.81				
							238.81			
23563	SUN COAST BUSINESS SU	0000	242864	EFT	09/04/2024			380971	584202	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 611 610400		PLAN & ZON	OFF SUPPLS		131.31				
							131.31			
23563	SUN COAST BUSINESS SU	0000	242887	EFT	09/04/2024			381124	584360	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 610400		LEISURE SE	OFF SUPPLS		308.95				
							308.95			
23563	SUN COAST BUSINESS SU	0000	242671	EFT	09/04/2024			381134	584370	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 811 610400		UTIL BILL	OFF SUPPLS		12.24				
							12.24			
23563	SUN COAST BUSINESS SU	0000	242779	EFT	09/04/2024			381145	584211	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 135 610400		CITY ATTY	OFF SUPPLS		59.73				
							59.73			
						CHECK TOTAL	**1,193.34**			
31544	SUN SOUTH LLC	0001	241614	EFT	09/04/2024			380999	584233	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 611300		LEISURE SE	MOTR VEH		251.23				
							251.23			
						CHECK TOTAL	**251.23**			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

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WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
610	SUNBELT FIRE INC	0000	242750	EFT	09/04/2024		380744	583967	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 290 611300		FIRE	MOTR VEH	491.10				
						491.10			
610	SUNBELT FIRE INC	0000		EFT	09/04/2024		380905	584136	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 290 610700		FIRE	OPER SUPL	95.00				
						95.00			
610	SUNBELT FIRE INC	0000	241686	EFT	09/04/2024		380906	584137	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 290 611300		FIRE	MOTR VEH	181.36				
						181.36			
					CHECK TOTAL	**767.46**			
34740	SUNRISE NETWORK SOLUT	0000	242376	INV	09/04/2024		380937	584167	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 365 620900 24025		CITYFUND	CONTRACT	49,935.00				
						49,935.00			
					CHECK TOTAL	**49,935.00**			
18084	SWETMAN SECURITY SERV	0000		EFT	09/04/2024		380987	584220	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 445 620900		J T JONES	CONTRACT	1,508.55				
						1,508.55			
18084	SWETMAN SECURITY SERV	0000		EFT	09/04/2024		380988	584221	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 445 620900		J T JONES	CONTRACT	644.10				
						644.10			
18084	SWETMAN SECURITY SERV	0000	242485	EFT	09/04/2024		381077	584313	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 445 620900		J T JONES	CONTRACT	1,211.55				
						1,211.55			
					CHECK TOTAL	**3,364.20**			
42634	TAYLOR MADE LAWN CARE	0000	240778	INV	09/04/2024		381002	584236	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT	503.67				
						503.67			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42634	TAYLOR MADE LAWN CARE	0000	240778	INV	09/04/2024		381028	584262	

ACCOUNT DETAIL				LINE AMOUNT
1	411	620900	LEISURE SE CONTRACT	503.67
				503.67
			CHECK TOTAL	**1,007.34**

23654	TEC OF JACKSON INC	0000		EFT	09/04/2024		380903	584133

ACCOUNT DETAIL					LINE AMOUNT
1	145	626001	Finance	TELEPHONE	297.72
2	213	626001	OPERATING	TELEPHONE	60.55
3	325	626001	ENGINEER	TELEPHONE	0.24
4	125	626001	CITY COURT	TELEPHONE	0.24
5	411	626001	LEISURE SE	TELEPHONE	0.96
6	445	626001	J T JONES	TELEPHONE	2.98
					362.69
				CHECK TOTAL	**362.69**

37190	THE BEISTLE COMPANY	0001	242773	INV	09/04/2024		380979	584210

ACCOUNT DETAIL					LINE AMOUNT
1	290	610400	FIRE	OFF SUPPLS	2,220.00
					2,220.00
				CHECK TOTAL	**2,220.00**

25114	THE PRINT SHED LLC	0000	242650	EFT	09/04/2024		380741	583963

ACCOUNT DETAIL					LINE AMOUNT
1	611	612500	PLAN & ZON	UNIFORMS	1,568.00
					1,568.00

25114	THE PRINT SHED LLC	0000		EFT	09/04/2024		380926	584156

ACCOUNT DETAIL					LINE AMOUNT
1	290	626500	FIRE	PRINTING	468.00
					468.00
				CHECK TOTAL	**2,036.00**

41972	TIMOTHY WESTBROOK	0000	242621	EFT	09/04/2024		380716	583937

ACCOUNT DETAIL					LINE AMOUNT
1	215	625500	Code Enf	LOT ASSESS	800.00
					800.00

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CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
41972	TIMOTHY WESTBROOK	0000	242504	EFT	09/04/2024		380718	583939	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 215 625500		Code Enf	LOT ASSESS	1,000.00				
						1,000.00			
					CHECK TOTAL	**1,800.00**			
41789	TROY CARPENTER	0000	242686	INV	09/04/2024		380738	583960	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 213 626900		OPERATING	TRAVEL	225.00				
						225.00			
					CHECK TOTAL	**225.00**			
10316	TYLER TECHNOLOGIES, I	0001	232897	INV	09/04/2024		381135	584371	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 811 620900		UTIL BILL	CONTRACT	800.00				
						800.00			
10316	TYLER TECHNOLOGIES, I	0001	232897	INV	09/04/2024		381136	584372	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 811 620900		UTIL BILL	CONTRACT	40,000.00				
						40,000.00			
					CHECK TOTAL	**40,800.00**			
40826	TYREE A DAVIS	0000	242719	EFT	09/04/2024		381003	584237	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT	2,500.00				
						2,500.00			
40826	TYREE A DAVIS	0000		EFT	09/04/2024		381030	584264	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT	2,500.00				
						2,500.00			
40826	TYREE A DAVIS	0000	242719	EFT	09/04/2024		381048	584284	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT	3,500.00				
						3,500.00			
					CHECK TOTAL	**8,500.00**			

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CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
26616	ULINE, INC.	0001	242633	EFT	09/04/2024		381024	584258	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 411 610700		LEISURE SE OPER SUPL		1,834.22				
						1,834.22			
					CHECK TOTAL	**1,834.22**			
6539	UNITED PARCEL SERVICE	0000		INV	09/04/2024		380735	583957	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 213 625700		OPERATING POSTAGE		226.38				
						226.38			
					CHECK TOTAL	**226.38**			
42233	VARSITY BRANDS HOLDIN	0001		EFT	09/04/2024		381038	584272	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 411 613100		LEISURE SE ATHLETIC		83.40				
						83.40			
					CHECK TOTAL	**83.40**			
6664	VERIZON WIRELESS	0001		INV	09/04/2024		380954	584185	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 815 626001		WATER TELEPHONE		1,431.61				
						1,431.61			
					CHECK TOTAL	**1,431.61**			
40125	VERONICA WEAVER	0000	242754	INV	09/04/2024		381322	584558	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 313 626900		PUB WORK ATRAVEL		390.00				
						390.00			
					CHECK TOTAL	**390.00**			
17804	VISION SERVICE PLAN I	0001		INV	09/04/2024		380809	584036	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 001 214350		POOL CASH W/H-VISION		4,632.98				
						4,632.98			
17804	VISION SERVICE PLAN I	0001		INV	09/04/2024		380810	584037	
	ACCOUNT DETAIL				**LINE AMOUNT**				
	1 001 214350		POOL CASH W/H-VISION		7.80				
						7.80			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	4,640.78			
1169	W W GRAINGER	0002	242795	EFT	09/04/2024			380797	584024	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 447 610700		HRB LGT EX OP SUPPLIE			1,541.46				
							1,541.46			
1169	W W GRAINGER	0002	242795	EFT	09/04/2024			380798	584025	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 447 610700		HRB LGT EX OP SUPPLIE			513.82				
							513.82			
						CHECK TOTAL	2,055.28			
883	WARREN PAVING INC	0000	242521	EFT	09/04/2024			381277	584512	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 311 613800		STS & DRAI ASPHALT			436.77				
							436.77			
883	WARREN PAVING INC	0000	242521	EFT	09/04/2024			381278	584513	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 311 613800		STS & DRAI ASPHALT			333.03				
							333.03			
883	WARREN PAVING INC	0000	242521	EFT	09/04/2024			381279	584514	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 311 613800		STS & DRAI ASPHALT			569.28				
							569.28			
883	WARREN PAVING INC	0000	242521	EFT	09/04/2024			381280	584515	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 311 613800		STS & DRAI ASPHALT			722.73				
							722.73			
883	WARREN PAVING INC	0000	242521	EFT	09/04/2024			381281	584516	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 311 613800		STS & DRAI ASPHALT			327.80				
							327.80			
883	WARREN PAVING INC	0000	242521	EFT	09/04/2024			381282	584517	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 311 613800		STS & DRAI ASPHALT			442.00				
							442.00			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
883	WARREN PAVING INC	0000	242521	EFT	09/04/2024		381283	584518	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 311 613800 STS & DRAI ASPHALT				312.10				
						312.10			
883	WARREN PAVING INC	0000	242521	EFT	09/04/2024		381284	584519	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 311 613800 STS & DRAI ASPHALT				358.31				
						358.31			
883	WARREN PAVING INC	0000	242521	EFT	09/04/2024		381285	584520	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 311 613800 STS & DRAI ASPHALT				437.64				
						437.64			
883	WARREN PAVING INC	0000	242521	EFT	09/04/2024		381286	584521	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 311 613800 STS & DRAI ASPHALT				306.00				
						306.00			
883	WARREN PAVING INC	0000	242521	EFT	09/04/2024		381287	584522	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 311 613800 STS & DRAI ASPHALT				307.74				
						307.74			
883	WARREN PAVING INC	0000	242821	EFT	09/04/2024		381288	584523	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 311 613800 STS & DRAI ASPHALT				1,396.63				
						1,396.63			
883	WARREN PAVING INC	0000	242821	EFT	09/04/2024		381289	584524	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 311 613800 STS & DRAI ASPHALT				306.87				
						306.87			
883	WARREN PAVING INC	0000	242300	EFT	09/04/2024		381290	584525	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 311 613800 STS & DRAI ASPHALT				515.45				
						515.45			
883	WARREN PAVING INC	0000		EFT	09/04/2024		381316	584552	
	ACCOUNT DETAIL				LINE AMOUNT				
	1 311 613800 STS & DRAI ASPHALT				437.64				
						437.64			
					CHECK TOTAL	**7,209.99**			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
969	WASTE MANAGEMENT OF M	0000		INV	09/04/2024			381323	584559	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 850 627100		Sld Wst Ex	SOLID WSTE		6,292.52				
							6,292.52			
						CHECK TOTAL	**6,292.52**			
1726	WASTE OIL COLLECTORS	0000		INV	09/04/2024			380897	584126	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 445 612200		J T JONES	REP&MAINT		193.50				
							193.50			
						CHECK TOTAL	**193.50**			
40182	WASTE PRO OF MISSISSI	0000		EFT	09/04/2024			381148	584383	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		773.69				
							773.69			
40182	WASTE PRO OF MISSISSI	0000		EFT	09/04/2024			381149	584384	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 311 626700		STS & DRAI	RENTAL		37.76				
							37.76			
40182	WASTE PRO OF MISSISSI	0000		EFT	09/04/2024			381150	584385	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		232.50				
							232.50			
40182	WASTE PRO OF MISSISSI	0000		EFT	09/04/2024			381151	584386	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		92.65				
							92.65			
40182	WASTE PRO OF MISSISSI	0000		EFT	09/04/2024			381152	584387	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		74.00				
							74.00			
40182	WASTE PRO OF MISSISSI	0000		EFT	09/04/2024			381153	584388	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 620900		HRB LGT EX	CONTRACT		19.35				
							19.35			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
40182	WASTE PRO OF MISSISSI	0000		EFT	09/04/2024			381307	584542	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 626700		SEWER	RENTAL		92.65				
							92.65			
40182	WASTE PRO OF MISSISSI	0000		EFT	09/04/2024			381309	584544	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 626700		SEWER	RENTAL		92.65				
							92.65			
						CHECK TOTAL	**1,415.25**			
24702	WEAVER ELECTRIC INC	0000	242708	EFT	09/04/2024			380910	584140	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 611000		HRB LGT EX	BLDG MATLS		1,965.50				
	2 447 620900		HRB LGT EX	CONTRACT		2,400.00				
							4,365.50			
24702	WEAVER ELECTRIC INC	0000		EFT	09/04/2024			381085	584321	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 445 612200		J T JONES	REP&MAINT		320.00				
							320.00			
						CHECK TOTAL	**4,685.50**			
20603	HD SUPPLY WHITE CAP C	0001	242746	INV	09/04/2024			381056	584292	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 311 610700		STS & DRAI	OPER SUPL		439.00				
							439.00			
						CHECK TOTAL	**439.00**			
40514	WOERNER LANDSCAPE SOU	0000	242321	EFT	09/04/2024			381061	584297	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 311 614300		STS & DRAI	GRAVEL		205.00				
							205.00			
40514	WOERNER LANDSCAPE SOU	0000	242699	EFT	09/04/2024			381062	584298	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 614300		WATER	GRAVEL		820.00				
							820.00			
						CHECK TOTAL	**1,025.00**			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 09042024 09/04/2024

CASH ACCOUNT: 001	100350	ACCOUNTS PAYABLE CLEARING							
VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
42660	WOLVERTON PROPERTY MA	0000	241353	EFT	09/04/2024			381001	584235	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 411 620900		LEISURE SE CONTRACT			8,100.00				
							8,100.00			
42660	WOLVERTON PROPERTY MA	0000	241353	EFT	09/04/2024			381049	584285	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 411 620900		LEISURE SE CONTRACT			19,200.00				
							19,200.00			
42660	WOLVERTON PROPERTY MA	0000		EFT	09/04/2024			381054	584290	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 411 620900		LEISURE SE CONTRACT			4,195.00				
							4,195.00			
						CHECK TOTAL	31,495.00			
38546	ZACHARY REGAN	0000		EFT	09/04/2024			381083	584319	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 290 610700		FIRE	OPER SUPL		2,105.95				
							2,105.95			
38546	ZACHARY REGAN	0000	242759	EFT	09/04/2024			381097	584333	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 290 611300		FIRE	MOTR VEH		8,835.44				
							8,835.44			
						CHECK TOTAL	10,941.39			
549	INVOICES		WARRANT TOTAL			1,763,241.94	1,763,241.94			

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Warrant Summary

WARRANT: 09042024 09/04/2024

FUND	ORG		ACCOUNT		AMOUNT
001	001	POOLED CASH	001 -000-000-000-000-214350-	WITHHOLDING-VISION 10	4,640.78
				FUND TOTAL	**4,640.78**
010	010	REVENUES - CITY GENER	010 -000-000-000-000-210601-	BONDS PAYABLE	2,027.25
010	010	REVENUES - CITY GENER	010 -000-000-000-000-215100-	ACCRUAL - EMPLOYEE CL	19,400.00
010	010	REVENUES - CITY GENER	010 -000-000-000-000-420400-	PERMITS-BUILDING	100.00
010	010	REVENUES - CITY GENER	010 -000-000-000-000-505800-41139	RENTS	200.00
010	010	REVENUES - CITY GENER	010 -000-000-000-000-505800-41140	RENTS	175.00
010	010	REVENUES - CITY GENER	010 -000-000-000-000-505800-41142	RENTS	200.00
010	010	REVENUES - CITY GENER	010 -000-000-000-000-505800-41143	RENTS	355.00
010	010	REVENUES - CITY GENER	010 -000-000-000-000-505800-41145	RENTS	175.00
010	111	EXECUTIVE	010 -100-111-000-000-621700-	MAINTENANCE CONTRACTS	13.34
010	111	EXECUTIVE	010 -100-111-000-000-626001-	TELEPHONE	40.46
010	115	LEGISLATIVE	010 -100-115-000-000-626001-	TELEPHONE	34.70
010	115	LEGISLATIVE	010 -100-115-000-000-626100-	ADVERTISING	77.90
010	115	LEGISLATIVE	010 -100-115-000-000-627700-	CONTRIBUTIONS	104,500.00
010	125	JUDICIAL	010 -100-125-000-000-610700-	OPERATING SUPPLIES	442.30
010	125	JUDICIAL	010 -100-125-000-000-620900-	CONTRACTUAL FEES	1,950.00
010	125	JUDICIAL	010 -100-125-000-000-626001-	TELEPHONE	234.00
010	125	JUDICIAL	010 -100-125-000-000-626002-	ELECTRIC	5,558.10
010	135	LEGAL	010 -100-135-000-000-610400-	OFFICE SUPPLIES	59.73
010	135	LEGAL	010 -100-135-000-000-621900-	MEMBERSHIP DUES AND S	10.00
010	135	LEGAL	010 -100-135-000-000-626001-	TELEPHONE	41.34
010	143	CAO Office	010 -100-145-143-000-610100-	CLEANING AND JANITORI	13.33
010	143	CAO Office	010 -100-145-143-000-612500-	UNIFORMS/PERSONAL GEA	48.00
010	144	Business Development	010 -100-145-144-000-626001-	TELEPHONE	12.94
010	145	Finance	010 -100-145-145-000-6101-00-	CLEANING AND JANITORI	81.81
010	145	Finance	010 -100-145-145-000-6125-00-	UNIFORMS	68.86
010	145	Finance	010 -100-145-145-000-6140-00-	GASOLINE, OIL, GREASE	44.19
010	145	Finance	010 -100-145-145-000-6209-00-	CONTRACTUAL FEES	24,715.01
010	145	Finance	010 -100-145-145-000-6219-00-	MEMBERSHIP DUES AND S	29,570.40
010	145	Finance	010 -100-145-145-000-6260-01-	TELEPHONE	1,521.32
010	145	Finance	010 -100-145-145-000-6260-02-	ELECTRIC	5,836.54
010	145	Finance	010 -100-145-145-000-6261-00-	ADVERTISING	208.40
010	146	Grants Management	010 -100-145-146-000-626001-	TELEPHONE	65.55
010	147	Marketing	010 -100-145-147-000-610100-	CLEANING AND JANITORI	13.33
010	148	City Events	010 -100-650-148-000-6246-01-	REPAIRS AND MAINTENAN	40.40
010	148	City Events	010 -100-650-148-000-627800-24003	EVENT EXPENSES	250.00
010	150	INFORMATION TECHNOLOG	010 -100-150-150-000-6101-00-	CLEANING AND JANITORI	425.00

ACCOUNTS PAYABLE WARRANT REPORT

010	150	INFORMATION TECHNOLOG	010 -100-150-150-000-6107-00-	OPER SUPPLIES/NONCAPI	35.00
010	155	Human Resources	010 -100-145-155-000-620900-	CONTRACTUAL FEES	350.00
010	213	POLICE OPERATING	010 -200-212-213-000-610100-	CLEANING AND JANITORI	40.00
010	213	POLICE OPERATING	010 -200-212-213-000-611000-	BLDG MATERIALS AND SU	500.08
010	213	POLICE OPERATING	010 -200-212-213-000-611300-	MOTOR VEHICLE REPAIRS	17,319.78
010	213	POLICE OPERATING	010 -200-212-213-000-612200-	REPAIRS AND MAINTENAN	1,350.00
010	213	POLICE OPERATING	010 -200-212-213-000-614000-	GASOLINE, OIL, GREASE	25,979.11
010	213	POLICE OPERATING	010 -200-212-213-000-614900-	ANIMAL CONTROL	18,026.20
010	213	POLICE OPERATING	010 -200-212-213-000-615200-	PHOTOGRAPHY AND FINGE	859.22
010	213	POLICE OPERATING	010 -200-212-213-000-620900-	CONTRACTUAL FEES	40.00
010	213	POLICE OPERATING	010 -200-212-213-000-623500-	PRISONER MEALS AND HO	53,375.48
010	213	POLICE OPERATING	010 -200-212-213-000-624500-	TAXES AND LICENSES	192.00
010	213	POLICE OPERATING	010 -200-212-213-000-625700-	POSTAGE	226.38
010	213	POLICE OPERATING	010 -200-212-213-000-626001-	TELEPHONE	3,274.81
010	213	POLICE OPERATING	010 -200-212-213-000-626002-	ELECTRIC	20,160.64
010	213	POLICE OPERATING	010 -200-212-213-000-626900-	TRAVEL	748.00
010	214	POLICE GRANTS	010 -200-212-214-000-620900-24012	CONTRACTUAL FEES	16,385.00
010	215	Code Enforcement	010 -200-212-215-000-614000-	GASOLINE, OIL, GREASE	252.86
010	215	Code Enforcement	010 -200-212-215-000-625500-	LOT ASSESSMENTS	7,575.00
010	290	FIRE	010 -200-290-000-000-610100-	CLEANING AND JANITORI	30.00
010	290	FIRE	010 -200-290-000-000-610400-	OFFICE SUPPLIES	4,298.52
010	290	FIRE	010 -200-290-000-000-610700-	OPERATING SUPPLIES	8,467.75
010	290	FIRE	010 -200-290-000-000-611000-	BLDG MATERIALS AND SU	18.00
010	290	FIRE	010 -200-290-000-000-611300-	MOTOR VEHICLE REPAIRS	10,853.26
010	290	FIRE	010 -200-290-000-000-612200-	REPAIRS AND MAINTENAN	8,025.00
010	290	FIRE	010 -200-290-000-000-612500-	UNIFORMS	2,579.66
010	290	FIRE	010 -200-290-000-000-614000-	GASOLINE, OIL, GREASE	6,350.60
010	290	FIRE	010 -200-290-000-000-621700-	MAINTENANCE CONTRACTS	40.00
010	290	FIRE	010 -200-290-000-000-622300-	TRAINING PROGRAMS	3,460.09
010	290	FIRE	010 -200-290-000-000-624500-	TAXES AND LICENSES	12.00
010	290	FIRE	010 -200-290-000-000-625700-	POSTAGE	44.24
010	290	FIRE	010 -200-290-000-000-626001-	TELEPHONE	1,087.66
010	290	FIRE	010 -200-290-000-000-626002-	ELECTRIC	11,704.87
010	290	FIRE	010 -200-290-000-000-626003-	WATER	110.76
010	290	FIRE	010 -200-290-000-000-626004-	GAS	105.55
010	290	FIRE	010 -200-290-000-000-626500-	PRINTING AND BINDING	468.00
010	290	FIRE	010 -200-290-000-000-630100-24028	CAPITAL OUTLAY	72,939.61
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-610700-	OPERATING SUPPLIES	8,130.07
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-613800-	ASPHALT	10,213.15
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-614300-	SHELLS,GRAVEL,SAND	10,205.00
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-614600-	STORM DRAIN PIPES	7,896.00
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-620900-	CONTRACTUAL FEES	2,250.00
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-624602-	ADA COMPLIANCE	4,249.26
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-626001-	TELEPHONE	1,596.42
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-626002-	ELECTRIC	78.32

010	311	STREETS AND DRAINAGE	010 -300-309-311-000-626700-	RENTAL	37.76
010	313	PUBLIC WORKS ADMIN	010 -300-309-313-000-614000-	GASOLINE, OIL, GREASE	861.18
010	313	PUBLIC WORKS ADMIN	010 -300-309-313-000-626900-	TRAVEL	1,118.95
010	315	TRAFFIC CONTROL AND S	010 -300-309-315-000-610700-	OPERATING SUPPLIES	253.45
010	315	TRAFFIC CONTROL AND S	010 -300-309-315-000-614000-	GASOLINE, OIL, GREASE	1,577.03
010	315	TRAFFIC CONTROL AND S	010 -300-309-315-000-615500-	TRAFFIC CONTROL	184.80
010	315	TRAFFIC CONTROL AND S	010 -300-309-315-000-615600-	TRAFFIC SIGNAL SUPPLI	6,983.02
010	315	TRAFFIC CONTROL AND S	010 -300-309-315-000-626001-	TELEPHONE	161.95
010	325	ENGINEERING	010 -300-325-000-000-612500-	UNIFORMS	314.95
010	325	ENGINEERING	010 -300-325-000-000-614000-	GASOLINE, OIL, GREASE	240.91
010	325	ENGINEERING	010 -300-325-000-000-625100-	STREETS AND TRAFFIC L	102,262.26
010	325	ENGINEERING	010 -300-325-000-000-626001-	TELEPHONE	25.26
010	325	ENGINEERING	010 -300-325-000-000-626900-	TRAVEL	704.00
010	335	MAINTENANCE GARAGE	010 -300-309-335-000-626001-	TELEPHONE	19.26
010	411	LEISURE SERVICES	010 -400-407-411-000-602800-	UNEMPLOYMENT	12.61
010	411	LEISURE SERVICES	010 -400-407-411-000-610100-	CLEANING AND JANITORI	1,204.22
010	411	LEISURE SERVICES	010 -400-407-411-000-610400-	OFFICE SUPPLIES	308.95
010	411	LEISURE SERVICES	010 -400-407-411-000-610600-	LANDSCAPE SUPPLIES	1,990.73
010	411	LEISURE SERVICES	010 -400-407-411-000-610700-	OPERATING SUPPLIES	8,438.23
010	411	LEISURE SERVICES	010 -400-407-411-000-611300-	MOTOR VEHICLE REPAIRS	701.23
010	411	LEISURE SERVICES	010 -400-407-411-000-612200-	REPAIRS AND MAINTENAN	9,594.45
010	411	LEISURE SERVICES	010 -400-407-411-000-613100-	ATHLETIC PROGRAM SUPP	83.40
010	411	LEISURE SERVICES	010 -400-407-411-000-613400-	RECREATIONAL PROGRAMS	382.90
010	411	LEISURE SERVICES	010 -400-407-411-000-613700-	CHEMICALS	2,353.91
010	411	LEISURE SERVICES	010 -400-407-411-000-614000-	GASOLINE, OIL, GREASE	3,070.89
010	411	LEISURE SERVICES	010 -400-407-411-000-620900-	CONTRACTUAL FEES	73,294.15
010	411	LEISURE SERVICES	010 -400-407-411-000-623600-	SENIOR CENTER MEALS	134.57
010	411	LEISURE SERVICES	010 -400-407-411-000-626001-	TELEPHONE	3,054.32
010	411	LEISURE SERVICES	010 -400-407-411-000-626002-	ELECTRIC	10,653.37
010	411	LEISURE SERVICES	010 -400-407-411-000-626004-	GAS	118.74
010	411	LEISURE SERVICES	010 -400-407-411-000-630100-	CAPITAL OUTLAY	24,462.50
010	415	BUILDING MAINTENANCE	010 -100-660-415-000-6110-00-	BLDG MATERIALS AND SU	1,031.28
010	415	BUILDING MAINTENANCE	010 -100-660-415-000-6140-00-	GASOLINE, OIL, GREASE	287.60
010	415	BUILDING MAINTENANCE	010 -100-660-415-000-6246-01-	REPAIRS AND MAINTENAN	827.42
010	611	PLANNING AND ZONING	010 -600-611-611-000-610100-	CLEANING AND JANITORI	81.81
010	611	PLANNING AND ZONING	010 -600-611-611-000-610400-	OFFICE SUPPLIES	478.30
010	611	PLANNING AND ZONING	010 -600-611-611-000-612500-	UNIFORMS	1,568.00
010	611	PLANNING AND ZONING	010 -600-611-611-000-614000-	GASOLINE, OIL, GREASE	400.12
010	611	PLANNING AND ZONING	010 -600-611-611-000-620900-	CONTRACTUAL FEES	549.99
010	611	PLANNING AND ZONING	010 -600-611-611-000-622100-	PROFESSIONAL FEES	249.53
010	611	PLANNING AND ZONING	010 -600-611-611-000-626001-	TELEPHONE	291.04
010	611	PLANNING AND ZONING	010 -600-611-611-000-627900-	MISC SERVICES AND CHA	24.00
010	611	PLANNING AND ZONING	010 -600-611-611-000-630100-	CAPITAL OUTLAY	68,100.00
				FUND TOTAL	**868,905.59**

030	030	HURRICANE FUND	030 -000-000-000-000-640100-Z8592	CAP PRJ - CONSTRUCTIO	2,000.00
				FUND TOTAL	**2,000.00**
100	345	CAPITAL PROJECTS - CA	100 -300-345-000-000-6301-00-23028	CAPITAL OUTLAY	10,241.50
100	345	CAPITAL PROJECTS - CA	100 -300-345-000-000-630100-24032	CAPITAL OUTLAY	198.34
				FUND TOTAL	**10,439.84**
105	362	CAP PROJ ARPA EXP	105 -920-100-100-000-640200-24022	Engineering	10,300.00
				FUND TOTAL	**10,300.00**
107	365	NON REIMBURSABLE - CI	107 -920-100-100-100-620900-24025	CONTRACTUAL FEES	50,677.02
107	365	NON REIMBURSABLE - CI	107 -920-100-100-100-630400-24025	COMPUTER EQUIPMENT	6,707.96
107	365	NON REIMBURSABLE - CI	107 -920-100-100-100-640300-02807	REAL ESTATE ACQUISITI	1,006.37
				FUND TOTAL	**58,391.35**
400	811	UTILITY BILLING	400 -800-811-000-000-610100-	CLEANING AND JANITORI	81.82
400	811	UTILITY BILLING	400 -800-811-000-000-610400-	OFFICE SUPPLIES	223.44
400	811	UTILITY BILLING	400 -800-811-000-000-610700-	OPERATING SUPPLIES	1,030.87
400	811	UTILITY BILLING	400 -800-811-000-000-612500-	UNIFORMS	65.12
400	811	UTILITY BILLING	400 -800-811-000-000-620900-	CONTRACTUAL FEES	42,538.43
400	811	UTILITY BILLING	400 -800-811-000-000-626001-	TELEPHONE	5,526.22
400	811	UTILITY BILLING	400 -800-811-000-000-626500-	PRINTING AND BINDING	975.00
400	811	UTILITY BILLING	400 -800-811-000-000-627900-	MISC SERVICES AND CHA	16.66
400	815	WATER OPERATIONS	400 -800-815-000-000-610700-	OPERATING SUPPLIES	3,723.68
400	815	WATER OPERATIONS	400 -800-815-000-000-614000-	GASOLINE, OIL, GREASE	139.28
400	815	WATER OPERATIONS	400 -800-815-000-000-614300-	SHELLS,GRAVEL,SAND	16,434.50
400	815	WATER OPERATIONS	400 -800-815-000-000-616700-	WATERLINE SUPPLIES	26,475.87
400	815	WATER OPERATIONS	400 -800-815-000-000-620900-	CONTRACTUAL FEES	5,194.04
400	815	WATER OPERATIONS	400 -800-815-000-000-625700-	POSTAGE	11.00
400	815	WATER OPERATIONS	400 -800-815-000-000-626001-	TELEPHONE	1,852.72
400	815	WATER OPERATIONS	400 -800-815-000-000-626002-	ELECTRIC	17,757.34
400	825	SEWER OPERATIONS	400 -800-825-000-000-610700-	OPERATING SUPPLIES	1,439.36
400	825	SEWER OPERATIONS	400 -800-825-000-000-615800-	LIFT STATION SUPPLIES	18,225.00
400	825	SEWER OPERATIONS	400 -800-825-000-000-616100-	SEWERLINE SUPPLIES	13,391.00
400	825	SEWER OPERATIONS	400 -800-825-000-000-620900-	CONTRACTUAL FEES	1,457.40
400	825	SEWER OPERATIONS	400 -800-825-000-000-626001-	TELEPHONE	10.89
400	825	SEWER OPERATIONS	400 -800-825-000-000-626002-	ELECTRIC	9,460.94
400	825	SEWER OPERATIONS	400 -800-825-000-000-626700-	RENTAL	185.30
400	845	HCWWSWMD	400 -800-845-000-000-627500-	WASTEWATER TREATMENT	569,550.00

				FUND TOTAL	**735,765.88**
405	850	Solid Waste Expenditu	405 -850-850-000-000-627100-	SOLID WASTE DISPOSAL	6,292.52
				FUND TOTAL	**6,292.52**
420	420	JOSEPH T JONES	420 -000-000-000-000-505200-	DOCKAGE FEES	695.77
420	445	JOSEPH T JONES	420 -400-445-000-000-610700-	OPERATING SUPPLIES	629.68
420	445	JOSEPH T JONES	420 -400-445-000-000-611000-	BLDG MATERIALS AND SU	922.62
420	445	JOSEPH T JONES	420 -400-445-000-000-612200-	REPAIRS AND MAINTENAN	513.50
420	445	JOSEPH T JONES	420 -400-445-000-000-614000-	GASOLINE, OIL, GREASE	125.04
420	445	JOSEPH T JONES	420 -400-445-000-000-614100-	FUEL FOR RETAIL	12,372.58
420	445	JOSEPH T JONES	420 -400-445-000-000-614110-	GOODS FOR RETAIL	192.50
420	445	JOSEPH T JONES	420 -400-445-000-000-620900-	CONTRACTUAL FEES	3,664.20
420	445	JOSEPH T JONES	420 -400-445-000-000-626001-	TELEPHONE	603.47
				FUND TOTAL	**19,719.36**
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-602800-	UNEMPLOYMENT	206.44
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-610700-	OPER SUPPLIES/NONCAPI	4,356.13
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-611000-	BLDG MATERIALS AND SU	2,387.17
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-614000-	GASOLINE, OIL, GREASE	65.50
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-620900-	CONTRACTUAL FEES	3,043.35
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-630100-	CAPITAL OUTLAY	19,561.06
				FUND TOTAL	**29,619.65**
510	915	WORKERS COMPENSATION	510 -900-915-000-000-624100-	ADMINISTRATIVE FEE	17,016.97
510	917	GEN LIAB AND PROP CAS	510 -900-915-000-010-629300-	INSURANCE PREMIUMS	150.00
				FUND TOTAL	**17,166.97**
				WARRANT SUMMARY TOTAL	**1,763,241.94**
				GRAND TOTAL	**1,763,241.94**

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Warrant List by Voucher

WARRANT: 09042024 09/04/2024

VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
583188	23563	SUN COAST BUSINESS SUPPLY	380069	242736	EFT	09/04/2024	442.30	COPY PAPER
583189	39351	E FIRE SOUTHERN INC	380070	242637	EFT	09/04/2024	500.00	135 COURTHOUSE RD AL
583531	40843	EAGLE SERVICES, INC.	380366	242530	EFT	09/04/2024	85.00	EMERGENCY SERVICE CAL
583929	6528	FLEETCOR	380709		EFT	09/04/2024	12,021.76	FUEL
583934	29073	COBURN SUPPLY COMPANY INC	380713	241827	INV	09/04/2024	14.90	SUPPLIES
583935	40289	GABRIEL M SHABAZZ	380714	242503	EFT	09/04/2024	2,800.00	LOT CLEAN-UP
583936	380	LOWES ACCTS RECEIVABLE PR	380715	242372	INV	09/04/2024	427.55	BLANKET PO / SUPPLIES
583937	41972	TIMOTHY WESTBROOK	380716	242621	EFT	09/04/2024	800.00	LOT CLEAN-UP
583938	40605	LILLIE MONROE	380717	242620	INV	09/04/2024	2,975.00	LOT CLEAN-UP/DEMO
583939	41972	TIMOTHY WESTBROOK	380718	242504	EFT	09/04/2024	1,000.00	LOT CLEAN-UP
583955	12604	KELLEY CLARK	380733	242801	INV	09/04/2024	104.00	FOOD ALLOWANCE
583956	40115	JESSICA SCHWARTZ	380734	242802	INV	09/04/2024	104.00	FOOD ALLOWANCE
583957	6539	UNITED PARCEL SERVICE	380735		INV	09/04/2024	226.38	POSTAGE - UPS
583960	41789	TROY CARPENTER	380738	242686	INV	09/04/2024	225.00	FOOD ALLOWANCE
583961	40198	KRISTEN MARTIN	380739	242755	INV	09/04/2024	180.00	FOOD ALLOWANCE
583963	25114	THE PRINT SHED LLC	380741	242650	EFT	09/04/2024	1,568.00	2024 SHIRT ORDER
583966	380	LOWES ACCTS RECEIVABLE PR	380743	242377	INV	09/04/2024	11.16	BLANKET PO FY24
583967	610	SUNBELT FIRE INC	380744	242750	EFT	09/04/2024	491.10	VEHICLE MAINTENANCE /
583969	39641	GLOBE MANUFACTURING LLC	380746	241988	EFT	09/04/2024	157.37	FIRE PROTECTIVE GEAR
583970	39331	BXS INSURANCE, INC	380747		EFT	09/04/2024	150.00	Renewal Notary: Rashi
583973	6528	FLEETCOR	380750		EFT	09/04/2024	195.71	VEHICLE FUEL
583974	9995	HAL MERRITT	380751		INV	09/04/2024	175.00	REFUND -- WEST SIDE
583976	37049	RIEMANN MONUMENT COMPANY	380754		INV	09/04/2024	300.00	REPAIR
583978	166	CINTAS CORP 240	380755		EFT	09/04/2024	40.00	CARPET CLEANING
583979	6528	FLEETCOR	380756		EFT	09/04/2024	11,003.24	FUEL
583980	377	PERFORMANCE TIRE & WHEEL	380757		EFT	09/04/2024	58.50	VEHICLE TIRE REPAIR
583981	380	LOWES ACCTS RECEIVABLE PR	380758	242377	INV	09/04/2024	27.25	BLANKET PO FY24
583982	42603	SUDDEN SERVICE INC	380759	242508	EFT	09/04/2024	3,005.76	BUILDING MAINTENANCE
583983	90818	ALISHA'S BONDING	380760		INV	09/04/2024	1,350.00	202220599 ALISHA'S BO
583984	43377	DEBBIE HORIMOTO	380761		INV	09/04/2024	677.25	202403449 DEBBIE HORI
583985	2073	BUSINESS COMMUNICATIONS I	380762	242418	INV	09/04/2024	7,449.98	VERTIV LIEBERT UPS AN
583986	11424	EAGLE ENERGY INC.	380763	242762	EFT	09/04/2024	3,206.97	DIESEL FOR GENERATOR
583987	385	MISSISSIPPI DEPT OF REVEN	380764		INV	09/04/2024	80.00	PD Tag Renewals : Aug
583988	385	MISSISSIPPI DEPT OF REVEN	380765		INV	09/04/2024	112.00	PD Tag Renewals : Sep
583990	380	LOWES ACCTS RECEIVABLE PR	380767	242372	INV	09/04/2024	56.96	BLANKET PO / SUPPLIES
583991	385	MISSISSIPPI DEPT OF REVEN	380768		INV	09/04/2024	12.00	Government Tag for As
583992	385	MISSISSIPPI DEPT OF REVEN	380769		INV	09/04/2024	12.00	Government Tag for As
583993	6528	FLEETCOR	380770		EFT	09/04/2024	44.19	2224103
583994	70000	SPARKLIGHT	380771		INV	09/04/2024	264.49	SUBSCRIPTION MEMBERSH
583995	6528	FLEETCOR	380772		EFT	09/04/2024	4,200.80	FUELMAN CHARGES FOR G

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Warrant List by Voucher

WARRANT: 09042024 09/04/2024

VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
583997	380	LOWES ACCTS RECEIVABLE PR	380774		INV	09/04/2024	31.33	
584000	2066	HAVARD PEST CONTROL	380776		EFT	09/04/2024	35.00	HAVARD PEST CONTROL A
584004	456	HARRISON COUNTY SHERIFF	380778		INV	09/04/2024	53,375.48	PRISONER HOUSING / PH
584005	384	GALLS LLC	380779	241370	EFT	09/04/2024	67.32	UNIFORMS
584007	548	HUMANE SOCIETY OF S MS IN	380780		EFT	09/04/2024	18,026.20	ANIMAL CONTROL AND BI
584008	2066	HAVARD PEST CONTROL	380781		EFT	09/04/2024	40.00	PEST CONTROL - PD SID
584009	19232	INTERIOR EXTERIOR ENTERPR	380782	240049	EFT	09/04/2024	80.00	OPEN PO FOR SUPPLIES
584010	456	HARRISON COUNTY SHERIFF	380783		INV	09/04/2024	16,385.00	FY 2023 JAG GRANT
584011	611	SOUTHERN PIPE & SUPPLY CO	380784		EFT	09/04/2024	45.76	SUPPLIES
584012	611	SOUTHERN PIPE & SUPPLY CO	380785		EFT	09/04/2024	135.88	SUPPLIES
584013	611	SOUTHERN PIPE & SUPPLY CO	380786		EFT	09/04/2024	343.12	SUPPLIES
584015	611	SOUTHERN PIPE & SUPPLY CO	380788		EFT	09/04/2024	31.66	SUPPLIES
584016	611	SOUTHERN PIPE & SUPPLY CO	380789		EFT	09/04/2024	24.85	SUPPLIES
584017	611	SOUTHERN PIPE & SUPPLY CO	380790		EFT	09/04/2024	104.22	SUPPLIES
584018	611	SOUTHERN PIPE & SUPPLY CO	380791		EFT	09/04/2024	69.74	SUPPLIES
584021	6528	FLEETCOR	380794		EFT	09/04/2024	224.61	FUEL
584022	38378	SAFEWARE INC	380795	242093	EFT	09/04/2024	4,996.90	MOHS FY 23 GRANT gran
584023	34789	DAVID DREHER	380796	242799	EFT	09/04/2024	12,995.00	HARBOR LIGHTS GOLF CA
584024	1169	W W GRAINGER	380797	242795	EFT	09/04/2024	1,541.46	HL TICKET BOOTH CHAIR
584025	1169	W W GRAINGER	380798	242795	EFT	09/04/2024	513.82	HL TICKET BOOTH CHAIR
584026	6528	FLEETCOR	380799		EFT	09/04/2024	109.46	NP66942588 8/5/24 -
584027	42007	COMMUNICATIONS INTERNATIO	380800	241883	EFT	09/04/2024	358.50	BLANKET PURCHASE ORDE
584028	380	LOWES ACCTS RECEIVABLE PR	380801	242054	INV	09/04/2024	5.07	HARBOR LIGHTS SHOW OF
584030	23563	SUN COAST BUSINESS SUPPLY	380803	242817	EFT	09/04/2024	238.81	OFFICE SUPPLIES
584031	43378	PREMIER AUTOMOTIVE OF MS	380804	242815	INV	09/04/2024	68,100.00	TRUCKS FOR INSPECTORS
584032	42915	DEVONTA TILLMAN	380805	242833	INV	09/04/2024	135.00	FOOD ALLOWANCE
584034	41810	LANDERS SOUTH, LLC	380807	242091	EFT	09/04/2024	59,109.00	MOHS FY23 GRANT
584036	17804	VISION SERVICE PLAN INSUR	380809		INV	09/04/2024	4,632.98	VSP AUGUST 24 INVOICE
584037	17804	VISION SERVICE PLAN INSUR	380810		INV	09/04/2024	7.80	VSP AUGUST 24 COBRA
584038	2066	HAVARD PEST CONTROL	380811		EFT	09/04/2024	16.68	FINANCE- RODENT
584040	2066	HAVARD PEST CONTROL	380813		EFT	09/04/2024	40.00	PEST CONTROL STATION
584042	385	MISSISSIPPI DEPT OF REVEN	380815		INV	09/04/2024	12.00	GOVERNMENT TAG ASSET#
584043	42675	ELITE SCREEN PRINTING LLC	380816	242822	INV	09/04/2024	48.00	EMBROIDERY
584044	25935	ADVANCED AUTO PARTS	380817	242604	INV	09/04/2024	238.21	BLANKET PO FOR MOTOR
584045	25935	ADVANCED AUTO PARTS	380818	242604	INV	09/04/2024	0.70	BLANKET PO FOR MOTOR
584046	25935	ADVANCED AUTO PARTS	380819	242604	INV	09/04/2024	14.03	BLANKET PO FOR MOTOR
584047	41868	MOTOROLA SOLUTIONS LLC	380820	242243	EFT	09/04/2024	8,833.71	MOTOROLA RADIOS
584048	25935	ADVANCED AUTO PARTS	380821		INV	09/04/2024	343.92	BLANKET PO FOR MOTOR
584049	25935	ADVANCED AUTO PARTS	380822		INV	09/04/2024	42.99	BLANKET PO FOR MOTOR
584050	25935	ADVANCED AUTO PARTS	380823		INV	09/04/2024	585.78	BLANKET PO FOR MOTOR

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Warrant List by Voucher

WARRANT: 09042024 09/04/2024

VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
584051	25935	ADVANCED AUTO PARTS	380824	242797	INV	09/04/2024	90.00	BLANKET PO FOR MOTOR
584052	25935	ADVANCED AUTO PARTS	380825	242797	INV	09/04/2024	271.98	BLANKET PO FOR MOTOR
584053	25935	ADVANCED AUTO PARTS	380826	242797	INV	09/04/2024	83.90	BLANKET PO FOR MOTOR
584054	25935	ADVANCED AUTO PARTS	380827	242797	INV	09/04/2024	36.55	BLANKET PO FOR MOTOR
584055	25935	ADVANCED AUTO PARTS	380828	242797	INV	09/04/2024	337.66	BLANKET PO FOR MOTOR
584056	25935	ADVANCED AUTO PARTS	380829	242797	INV	09/04/2024	286.60	BLANKET PO FOR MOTOR
584057	25935	ADVANCED AUTO PARTS	380830	242797	INV	09/04/2024	97.24	BLANKET PO FOR MOTOR
584058	25935	ADVANCED AUTO PARTS	380831	242797	INV	09/04/2024	135.45	BLANKET PO FOR MOTOR
584059	27268	AIRGAS INC	380832	242655	INV	09/04/2024	403.40	WELDING MATERIALS
584060	58	A T & T	380833		INV	09/04/2024	232.39	PD PHONE LINES
584061	58	A T & T	380834		INV	09/04/2024	501.65	PD ROUTER/ BANDWITH
584062	6887	ALL SEASONS FARM EQUIPMEN	380835	241621	EFT	09/04/2024	84.80	BLANKET PO
584063	6887	ALL SEASONS FARM EQUIPMEN	380836	241621	EFT	09/04/2024	7.12	BLANKET PO
584064	5078	AUTO ZONE INC	380837	242531	INV	09/04/2024	48.49	BLANKET PO / VEHICLE
584065	5078	AUTO ZONE INC	380838	242531	INV	09/04/2024	79.98	BLANKET PO / VEHICLE
584066	5078	AUTO ZONE INC	380839	242531	INV	09/04/2024	27.70	BLANKET PO / VEHICLE
584067	5078	AUTO ZONE INC	380840	242531	INV	09/04/2024	75.98	BLANKET PO / VEHICLE
584068	5078	AUTO ZONE INC	380841	242531	INV	09/04/2024	301.97	BLANKET PO / VEHICLE
584069	5078	AUTO ZONE INC	380842	242531	INV	09/04/2024	250.98	BLANKET PO / VEHICLE
584070	5078	AUTO ZONE INC	380843	242531	INV	09/04/2024	183.96	BLANKET PO / VEHICLE
584071	42957	CROWN LEISURE INC	380844	242704	EFT	09/04/2024	34.78	BLANKET PO / BOAT REP
584072	29393	D R WALKER INC	380845	242139	EFT	09/04/2024	5,314.36	CAMSHAFT REPAIR
584074	42605	DISTRIBUTORS HOLDING CORP	380847	240143	EFT	09/04/2024	94.44	BLANKET PO / VEHICLE
584075	42605	DISTRIBUTORS HOLDING CORP	380848	242818	EFT	09/04/2024	94.44	BLANKET PO / VEHICLE
584076	42605	DISTRIBUTORS HOLDING CORP	380849	242818	EFT	09/04/2024	208.58	BLANKET PO / VEHICLE
584077	41693	LESLIE SLADE	380850	242819	EFT	09/04/2024	450.00	LS AD WINDOW TINT
584078	43022	JAAF LLC	380851	241627	EFT	09/04/2024	226.46	BLANKET PO FOR MOTOR
584079	43022	JAAF LLC	380852	241627	EFT	09/04/2024	1,125.64	BLANKET PO FOR MOTOR
584080	41693	LESLIE SLADE	380853	241636	EFT	09/04/2024	358.00	WINDOW TINT
584081	43022	JAAF LLC	380854	241784	EFT	09/04/2024	510.34	BLANKET PO FY24
584082	41693	LESLIE SLADE	380855	241636	EFT	09/04/2024	269.00	WINDOW TINT
584083	380	LOWES ACCTS RECEIVABLE PR	380856	242372	INV	09/04/2024	81.11	BLANKET PO / SUPPLIES
584084	380	LOWES ACCTS RECEIVABLE PR	380857	242372	INV	09/04/2024	161.93	BLANKET PO / SUPPLIES
584085	380	LOWES ACCTS RECEIVABLE PR	380858	242372	INV	09/04/2024	272.61	BLANKET PO / SUPPLIES
584086	42260	MANDAL AUTOMOTIVE OF DIBE	380859	242375	INV	09/04/2024	76.25	BLANKET PO / VEHICLE
584087	42260	MANDAL AUTOMOTIVE OF DIBE	380860	242375	INV	09/04/2024	322.95	BLANKET PO / VEHICLE
584088	42260	MANDAL AUTOMOTIVE OF DIBE	380861	242375	INV	09/04/2024	32.44	BLANKET PO / VEHICLE
584089	2802	EVIDENT INC	380862	242751	EFT	09/04/2024	859.22	FORENSIC SUPPLIES
584091	42260	MANDAL AUTOMOTIVE OF DIBE	380864	242642	INV	09/04/2024	19.38	BLANKET PO / VEHICLE
584092	42260	MANDAL AUTOMOTIVE OF DIBE	380865	242642	INV	09/04/2024	163.88	BLANKET PO / VEHICLE

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584093	389	OREILLY AUTO PARTS	380866	242551	EFT	09/04/2024	51.06	BLANKET PO / VEHICLE
584094	389	OREILLY AUTO PARTS	380867	242551	EFT	09/04/2024	15.87	BLANKET PO / VEHICLE
584095	389	OREILLY AUTO PARTS	380868	242551	EFT	09/04/2024	388.22	BLANKET PO / VEHICLE
584096	389	OREILLY AUTO PARTS	380869	242551	EFT	09/04/2024	357.00	BLANKET PO / VEHICLE
584097	389	OREILLY AUTO PARTS	380870	242551	EFT	09/04/2024	349.98	BLANKET PO / VEHICLE
584098	389	OREILLY AUTO PARTS	380871	242551	EFT	09/04/2024	50.91	BLANKET PO / VEHICLE
584099	389	OREILLY AUTO PARTS	380872	242551	EFT	09/04/2024	87.43	BLANKET PO / VEHICLE
584100	389	OREILLY AUTO PARTS	380873	242551	EFT	09/04/2024	222.17	BLANKET PO / VEHICLE
584101	389	OREILLY AUTO PARTS	380874	242551	EFT	09/04/2024	87.43	BLANKET PO / VEHICLE
584102	389	OREILLY AUTO PARTS	380875	242551	EFT	09/04/2024	207.89	BLANKET PO / VEHICLE
584103	22287	PARTS AND SUPPLY INC	380876	242702	EFT	09/04/2024	105.15	BLANKET PO FOR MOTOR
584104	22287	PARTS AND SUPPLY INC	380877	242702	EFT	09/04/2024	244.58	BLANKET PO FOR MOTOR
584105	329	GULF COAST BUSINESS SUPPL	380878	242816	EFT	09/04/2024	108.18	OFFICE SUPPLIES
584106	22287	PARTS AND SUPPLY INC	380879	242702	EFT	09/04/2024	318.49	BLANKET PO FOR MOTOR
584107	22287	PARTS AND SUPPLY INC	380880	242702	EFT	09/04/2024	182.72	BLANKET PO FOR MOTOR
584109	329	GULF COAST BUSINESS SUPPL	380882		EFT	09/04/2024	30.00	BALANCE DUE FROM PO 2
584116	43	ALL SIGNS INC	380888	242717	EFT	09/04/2024	89.80	DECALS FOR GOLF CART
584117	389	OREILLY AUTO PARTS	380889		EFT	09/04/2024	780.81	VEHICLE PARTS
584118	42605	DISTRIBUTORS HOLDING CORP	380890	242818	EFT	09/04/2024	1,000.00	BLANKET PO / VEHICLE
584119	11073	BAY ICE CO INC	380891	240187	EFT	09/04/2024	110.00	OPEN PO FOR HARBOR
584120	11073	BAY ICE CO INC	380892	240187	EFT	09/04/2024	82.50	OPEN PO FOR HARBOR
584121	20675	CHANCELLOR SUPPLY, INC	380893	240316	EFT	09/04/2024	72.00	OPEN PO FOR HARBOR
584122	11424	EAGLE ENERGY INC.	380894		EFT	09/04/2024	5,189.49	FUEL FOR RETAIL SALE
584123	11424	EAGLE ENERGY INC.	380895		EFT	09/04/2024	4,292.89	FUEL FOR RETAIL SALE
584124	380	LOWES ACCTS RECEIVABLE PR	380896	240379	INV	09/04/2024	413.19	MATERIALS AND SUPPLIE
584126	1726	WASTE OIL COLLECTORS INC	380897		INV	09/04/2024	193.50	WASTE OIL PICK UP FOR
584127	39641	GLOBE MANUFACTURING LLC	380898	241642	EFT	09/04/2024	371.56	FIRE PROTECTIVE GEAR
584128	2066	HAVARD PEST CONTROL	380899		EFT	09/04/2024	16.66	PEST CONTROL
584129	25565	SCRIBBLE SOFTWARE, INC.	380900	240774	INV	09/04/2024	240.00	SOFTWARE SUPPORT
584130	39351	E FIRE SOUTHERN INC	380901	242605	EFT	09/04/2024	1,350.00	TROUBLESHOOT FIRE ALA
584131	385	MISSISSIPPI DEPT OF REVEN	380902		INV	09/04/2024	24.00	Government Tag for As
584133	23654	TEC OF JACKSON INC	380903		EFT	09/04/2024	362.69	030818
584135	6167	SOUTHERN TIRE MART LLC	380904	242780	INV	09/04/2024	3,308.12	VEHICLE MAINTENANCE /
584136	610	SUNBELT FIRE INC	380905		EFT	09/04/2024	95.00	STATION 2 EQUIPMENT
584137	610	SUNBELT FIRE INC	380906	241686	EFT	09/04/2024	181.36	BLANKET PO FY24
584138	380	LOWES ACCTS RECEIVABLE PR	380908	242544	INV	09/04/2024	62.49	HL OPEN PO FOR BUILDI
584139	35088	MUNICO CORP	380909	242807	INV	09/04/2024	1,728.31	HL PORTABLE BARRICADE
584140	24702	WEAVER ELECTRIC INC	380910	242708	EFT	09/04/2024	4,365.50	HL WAREHOUSE CNC MACH
584142	42317	GULF COAST RESTROOM TRAIL	380912	241728	EFT	09/04/2024	250.00	CINEMA BY THE SHORE P
584143	29073	COBURN SUPPLY COMPANY INC	380913	241827	INV	09/04/2024	19.88	SUPPLIES

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584144	29073	COBURN SUPPLY COMPANY INC	380914	241827	INV	09/04/2024	43.34	SUPPLIES
584145	29073	COBURN SUPPLY COMPANY INC	380915	241827	INV	09/04/2024	70.04	SUPPLIES
584146	20675	CHANCELLOR SUPPLY, INC	380916	241475	EFT	09/04/2024	108.00	OPEN PO FOR SUPPLIES
584147	29073	COBURN SUPPLY COMPANY INC	380917	241827	INV	09/04/2024	16.56	SUPPLIES
584148	2066	HAVARD PEST CONTROL	380918		EFT	09/04/2024	40.00	
584149	39641	GLOBE MANUFACTURING LLC	380919	241514	EFT	09/04/2024	851.09	FIRE PROTECTIVE GEAR
584150	39641	GLOBE MANUFACTURING LLC	380920	241390	EFT	09/04/2024	464.56	FIRE PROTECTIVE GEAR
584151	380	LOWES ACCTS RECEIVABLE PR	380921		INV	09/04/2024	198.34	STATION 2 MATERIAL
584152	380	LOWES ACCTS RECEIVABLE PR	380922	242377	INV	09/04/2024	41.76	BLANKET PO FY24
584154	316	MID SOUTH UNIFORM & SUPPL	380924		EFT	09/04/2024	563.18	UNIFORMS
584156	25114	THE PRINT SHED LLC	380926		EFT	09/04/2024	468.00	SHIRT LOGO
584157	323	NORTH ALABAMA FIRE EQUIP	380927	242506	INV	09/04/2024	712.00	UNIFORMS
584158	611	SOUTHERN PIPE & SUPPLY CO	380928		EFT	09/04/2024	18.00	AC FILTERS
584159	380	LOWES ACCTS RECEIVABLE PR	380929	242377	INV	09/04/2024	75.98	BLANKET PO FY24
584160	42355	ASCEND LEARNING HOLDINGS,	380930	242641	INV	09/04/2024	2,764.09	TRAINING MATERIAL
584164	42266	SIJ HOLDINGS, LLC	380934	240924	EFT	09/04/2024	40.00	FY24 ADVERTISEMENT OF
584165	42266	SIJ HOLDINGS, LLC	380935	240924	EFT	09/04/2024	37.90	FY24 ADVERTISEMENT OF
584167	34740	SUNRISE NETWORK SOLUTIONS	380937	242376	INV	09/04/2024	49,935.00	FIBER UPGRADE CITY OF
584171	11022	MS COAST TRANSPORTATION A	380941	240326	EFT	09/04/2024	104,500.00	FY24 ALLOCATION APPRO
584172	25373	AUTOMATION PERSONNEL SERV	380942		EFT	09/04/2024	548.00	TEMP SERVICES
584174	220	NORMA JEAN SOROE	380944	240317	EFT	09/04/2024	224.53	TRANSCRIPTS FOR ALL M
584178	9990	DAVID & LESLIE JOHNSTON	380948		INV	09/04/2024	100.00	REFUND ON DEMO PERMIT
584179	2066	HAVARD PEST CONTROL	380947		EFT	09/04/2024	115.00	PEST MONTHLY RODENT
584181	380	LOWES ACCTS RECEIVABLE PR	380950	242377	INV	09/04/2024	67.38	BLANKET PO FY24
584183	36515	MCDANIELS GENERAL MERCHAN	380952	240013	EFT	09/04/2024	260.99	BLANKET PO FOR FY24
584184	42384	IMPERIAL BAG & PAPER, LLC	380953	242856	EFT	09/04/2024	245.44	CLEANING SUPPLIES
584185	6664	VERIZON WIRELESS	380954		INV	09/04/2024	1,431.61	442090680-00001
584186	6528	FLEETCOR	380955		EFT	09/04/2024	204.41	VEHICLE FUEL
584187	9996	JOHN ROUNSAVILLE	380956		INV	09/04/2024	641.93	REFUND
584189	9996	NICKY NAZARETAIN	380957		INV	09/04/2024	53.84	REFUND
584190	6528	FLEETCOR	380958		EFT	09/04/2024	2,149.80	GFD FUELMAN CHARGES F
584192	377	PERFORMANCE TIRE & WHEEL	380960		EFT	09/04/2024	106.45	THRUST ANGLE ALGNMENT
584193	1103	STATE OF MISSISSIPPI	380962		INV	09/04/2024	25.00	NOTARY RENEWAL
584194	11424	EAGLE ENERGY INC.	380963		EFT	09/04/2024	1,345.93	FUEL FOR RETAIL SALE
584195	6843	MS DEPT OF EMPLOYMENT SEC	380964		INV	09/04/2024	219.05	MDES UNEMPLOYMENT CHA
584202	23563	SUN COAST BUSINESS SUPPLY	380971	242864	EFT	09/04/2024	131.31	OFFICE SUPPLIES
584203	43022	JAAF LLC	380972	241784	EFT	09/04/2024	527.14	BLANKET PO FY24
584204	22287	PARTS AND SUPPLY INC	380973	240011	EFT	09/04/2024	121.16	BLANKET PO FOR FY24
584206	380	LOWES ACCTS RECEIVABLE PR	380975		INV	09/04/2024	473.10	WP 670009 ELEC DRYER
584208	40354	EXPERT INSULATION LLC	380977	242574	INV	09/04/2024	4,660.74	STATION 7 MOLD/MILDEW

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
584209	22287	PARTS AND SUPPLY INC	380978	240011	EFT	09/04/2024	21.77	BLANKET PO FOR FY24
584210	37190	THE BEISTLE COMPANY	380979	242773	INV	09/04/2024	2,220.00	FIRE PREVENTION PROMO
584211	23563	SUN COAST BUSINESS SUPPLY	381145	242779	EFT	09/04/2024	59.73	OFFICE SUPPLIES - FIL
584212	11424	EAGLE ENERGY INC.	380980		EFT	09/04/2024	1,544.27	FUEL FOR RETAIL CCAP
584213	6528	FLEETCOR	380981		EFT	09/04/2024	64.95	FUEL FOR MARINA
584214	6528	FLEETCOR	380982		EFT	09/04/2024	60.09	FUEL FOR MARINA
584216	860	THE SHERWIN WILLIAMS CO	380983	240591	EFT	09/04/2024	9.92	SUPPLIES
584218	6528	FLEETCOR	380985		EFT	09/04/2024	62.99	
584220	18084	SWETMAN SECURITY SERVICE	380987		EFT	09/04/2024	1,508.55	SECURITY FOR MARINA-J
584221	18084	SWETMAN SECURITY SERVICE	380988		EFT	09/04/2024	644.10	SECURITY FOR MARINA
584222	42875	ALLISTONS LLC	380989		EFT	09/04/2024	299.88	UNIFORM SHIRTS FOR MA
584223	9995	ROTARY OF GULFPORT-ORANGE	380990		INV	09/04/2024	200.00	REFUND -- LYMAN CC
584224	9995	NACOLE MCDONALD	380991		INV	09/04/2024	100.00	REFUND - HANDSBORO
584225	9995	SAHARA HARRISON	380992		INV	09/04/2024	100.00	REFUND - HANDSBORO
584226	9995	DAMARIO SANDERS	380993		INV	09/04/2024	180.00	REFUND - WESTSIDE
584227	9995	KEESLER FEDERAL CREDIT UN	380994		INV	09/04/2024	175.00	REFUND - ORANGE GROVE
584229	40843	EAGLE SERVICES, INC.	380996	242439	EFT	09/04/2024	124.50	HABOR MASTERS OFFICE
584231	17631	MEDICAL ANALYSIS LLC	380998	240402	EFT	09/04/2024	19,400.00	WELLNESS EMPLOYEE CLI
584233	31544	SUN SOUTH LLC	380999	241614	EFT	09/04/2024	251.23	PARTS
584234	42387	MYSIDEWALK INC	381000		INV	09/04/2024	900.00	CRAIG 1300 PRO COMMUN
584235	42660	WOLVERTON PROPERTY MANAGE	381001	241353	EFT	09/04/2024	8,100.00	GROUNDS MAINTENANCE F
584236	42634	TAYLOR MADE LAWN CARE INC	381002	240778	INV	09/04/2024	503.67	GROUNDS MAINTENANCE F
584237	40826	TYREE A DAVIS	381003	242719	EFT	09/04/2024	2,500.00	GRASS CUTTING
584238	18597	BROOKWAY CORPORATION	381004	242738	INV	09/04/2024	262.50	VEHICLE FOR LEISURE S
584239	18597	BROOKWAY CORPORATION	381005	242738	INV	09/04/2024	24,200.00	VEHICLE FOR LEISURE S
584242	166	CINTAS CORP 240	381008	240944	EFT	09/04/2024	86.66	FIRST AID SUPPLIES
584243	35800	ALLEYKAT CERAMICS LLC	381009	241615	EFT	09/04/2024	262.91	SUPPLIES
584244	35800	ALLEYKAT CERAMICS LLC	381010	241615	EFT	09/04/2024	156.78	SUPPLIES
584246	380	LOWES ACCTS RECEIVABLE PR	381012	240182	INV	09/04/2024	46.90	SUPPLIES
584247	380	LOWES ACCTS RECEIVABLE PR	381013	242061	INV	09/04/2024	66.62	SUPPLIES
584248	380	LOWES ACCTS RECEIVABLE PR	381014	240182	INV	09/04/2024	38.98	SUPPLIES
584249	320	KEELING CO	381015	241469	EFT	09/04/2024	1,128.89	IRRIGATION PARTS
584250	374	MS MUNICIPAL LEAGUE	381016		EFT	10/31/2024	29,570.40	2024-2025 MML MEMBERS
584251	320	KEELING CO	381017	241469	EFT	09/04/2024	319.44	IRRIGATION PARTS
584252	320	KEELING CO	381018	241469	EFT	09/04/2024	542.40	IRRIGATION PARTS
584253	3283	COAST COCA COLA BOTTLING	381019		INV	09/04/2024	378.00	WATER
584255	380	LOWES ACCTS RECEIVABLE PR	381021		CRM	08/09/2024	-160.55	RETURN
584256	27268	AIRGAS INC	381022		INV	08/09/2024	374.92	TANK RENTAL
584258	26616	ULINE, INC.	381024	242633	EFT	09/04/2024	1,834.22	SUPPLIES
584259	6528	FLEETCOR	381025		EFT	09/04/2024	48.83	FUEL FOR VEHICLES

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584260	6528	FLEETCOR	381026		EFT	09/04/2024	688.75	FUEL FOR VEHICLES
584261	6528	FLEETCOR	381027		EFT	09/04/2024	2,251.88	FUEL FOR VEHICLES
584262	42634	TAYLOR MADE LAWN CARE INC	381028	240778	INV	09/04/2024	503.67	GROUNDS MAINTENANCE F
584264	40826	TYREE A DAVIS	381030		EFT	09/04/2024	2,500.00	GRASS CUTTING
584266	20659	CORNETT BOLT & SCREW, INC	381033	240385	EFT	09/04/2024	24.24	MATERIALS AND SUPPLIE
584268	35998	KINGS SPRINKLER SYSTEMS I	381034	241355	EFT	09/04/2024	5,567.75	GROUNDS MAINTENANCE F
584269	35998	KINGS SPRINKLER SYSTEMS I	381035	241355	EFT	08/09/2024	2,295.00	GROUNDS MAINTENANCE F
584270	35998	KINGS SPRINKLER SYSTEMS I	381036	241355	EFT	09/04/2024	3,824.00	GROUNDS MAINTENANCE F
584272	42233	VARSITY BRANDS HOLDING CO	381038		EFT	09/04/2024	83.40	ATHLETIC SUPPLIES
584273	2066	HAVARD PEST CONTROL	381039	240179	EFT	09/04/2024	100.00	PEST CONTROL
584274	43237	PRECISION CONCRETE CUTTIN	381051	242724	EFT	09/04/2024	4,249.26	CURB CUTS AND GRINDIN
584275	11185	LEE J JOHNSON	381040	242467	INV	09/04/2024	7,500.00	LABOR
584276	26190	ROBIN EWING POOL SUPPLIES	381041	242103	EFT	09/04/2024	444.45	MAINTENANCE
584277	26190	ROBIN EWING POOL SUPPLIES	381042		EFT	09/04/2024	750.00	MAINTENANCE
584278	26190	ROBIN EWING POOL SUPPLIES	381043	242664	EFT	09/04/2024	4,584.00	CHEMICALS
584281	42266	SIJ HOLDINGS, LLC	381046	240007	EFT	09/04/2024	208.40	LEGAL NOTICES
584283	1777	SOUTHERN MS PLANNING AND	381047	240178	EFT	09/04/2024	84.71	SENIOR MEALS
584284	40826	TYREE A DAVIS	381048	242719	EFT	09/04/2024	3,500.00	GRASS CUTTING
584285	42660	WOLVERTON PROPERTY MANAGE	381049	241353	EFT	09/04/2024	19,200.00	GROUNDS MAINTENANCE F
584286	20674	BONDS SERVICES, INC	381050		EFT	09/04/2024	9,025.00	JANITORIAL SERVICES
584288	177	CONSOLIDATED PIPE CO	381052	241219	INV	09/04/2024	6,160.00	RESTOCK - GATE VALVES
584289	177	CONSOLIDATED PIPE CO	381053	242319	INV	09/04/2024	210.00	RESTOCK INVENTORY - W
584290	42660	WOLVERTON PROPERTY MANAGE	381054		EFT	09/04/2024	4,195.00	GROUNDS MAINTENANCE F
584291	177	CONSOLIDATED PIPE CO	381055	242319	INV	09/04/2024	623.00	RESTOCK INVENTORY - W
584292	20603	HD SUPPLY WHITE CAP CONST	381056	242746	INV	09/04/2024	439.00	RESTOCK INVENTORY - S
584293	177	CONSOLIDATED PIPE CO	381057	241601	INV	09/04/2024	4,221.00	RESTOCK INVENTORY --
584294	177	CONSOLIDATED PIPE CO	381058	241601	INV	09/04/2024	1,040.00	RESTOCK INVENTORY --
584295	177	CONSOLIDATED PIPE CO	381059	241601	INV	09/04/2024	7,690.00	RESTOCK INVENTORY --
584296	177	CONSOLIDATED PIPE CO	381060	242114	INV	09/04/2024	4,300.00	TAPPING GATE VALVES F
584297	40514	WOERNER LANDSCAPE SOURCE	381061	242321	EFT	09/04/2024	205.00	ZOYSIA PALISADES SOD,
584298	40514	WOERNER LANDSCAPE SOURCE	381062	242699	EFT	09/04/2024	820.00	ZOYSIA PALISADES SOD
584299	39457	OSBURN ASSOCIATES INC	381063	242778	EFT	09/04/2024	92.40	WIRES FOR PRINTER HEA
584300	39457	OSBURN ASSOCIATES INC	381064	242778	EFT	09/04/2024	92.40	WIRES FOR PRINTER HEA
584301	357	LAND SHAPER INC	381065	242594	EFT	09/04/2024	10,000.00	RESTOCK INVENTORY - T
584302	10297	DESIGN PRECAST INC	381066	242838	EFT	09/04/2024	440.00	RESTOCK INVENTORY - R
584303	10297	DESIGN PRECAST INC	381067	242749	EFT	09/04/2024	789.60	RESTOCK INVENTORY - 1
584304	10297	DESIGN PRECAST INC	381068	242749	EFT	09/04/2024	7,106.40	RESTOCK INVENTORY - 1
584305	20675	CHANCELLOR SUPPLY, INC	381069	242585	EFT	09/04/2024	4,904.38	SUPPLIES FOR NEW JUNC
584306	17329	SOUTHERN WATERWORKS SUPP	381070	241604	INV	09/04/2024	1,709.52	RESTOCK BULL PIN INVE
584307	275	J H WRIGHT & ASSOC	381071	242316	EFT	09/04/2024	3,250.00	REMOVE/REPLACE VFD AT

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ACCOUNTS PAYABLE WARRANT REPORT

Warrant List by Voucher

WARRANT: 09042024 09/04/2024

VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
584308	380	LOWES ACCTS RECEIVABLE PR	381072	242377	INV	09/04/2024	521.74	BLANKET PO FY24
584309	42875	ALLISTONS LLC	381073		EFT	08/09/2024	382.90	AWARDS
584310	380	LOWES ACCTS RECEIVABLE PR	381074	240379	INV	09/04/2024	413.19	MATERIALS AND SUPPLIE
584311	320	KEELING CO	381075	242811	EFT	09/04/2024	2,353.91	CHEMICALS
584312	41840	BUSINESS FURNITURE SERVIC	381076	242662	EFT	09/04/2024	483.09	HUTCH
584313	18084	SWETMAN SECURITY SERVICE	381077	242485	EFT	09/04/2024	1,211.55	SECURITY
584314	380	LOWES ACCTS RECEIVABLE PR	381078	242061	INV	09/04/2024	285.70	SUPPLIES
584317	39555	ASAP PLUMBING LLC	381081	242529	EFT	09/04/2024	8,100.00	REPAIR LEAK
584318	35998	KINGS SPRINKLER SYSTEMS I	381082	241355	EFT	09/04/2024	2,345.00	GROUNDS MAINTENANCE F
584319	38546	ZACHARY REGAN	381083		EFT	09/04/2024	2,105.95	SERVICE ORDER 1441 UN
584321	24702	WEAVER ELECTRIC INC	381085		EFT	09/04/2024	320.00	CCAP 8/18/20 EMERGENC
584322	17329	SOUTHERN WATERWORKS SUPP	381086	242830	INV	09/04/2024	1,039.50	RESTOCK INVENTORY --
584323	380	LOWES ACCTS RECEIVABLE PR	381087	242614	INV	09/04/2024	1,173.60	RESTOCK INVENTORY --
584324	380	LOWES ACCTS RECEIVABLE PR	381088	242401	INV	09/04/2024	3,363.60	RESTOCK INVENTORY - 1
584325	380	LOWES ACCTS RECEIVABLE PR	381089	242836	INV	09/04/2024	1,062.72	RESTOCK INVENTORY --
584326	20675	CHANCELLOR SUPPLY, INC	381090	242227	EFT	09/04/2024	3,945.62	REPLENISH STOCK FOR L
584327	20675	CHANCELLOR SUPPLY, INC	381091	242857	EFT	09/04/2024	721.88	REMOVE/REPLACE BROKEN
584328	16063	FAZZIOS HOME & FARM CENTE	381092	242869	INV	09/04/2024	1,180.65	RESTOCK INVENTORY - B
584329	275	J H WRIGHT & ASSOC	381093	242712	EFT	09/04/2024	4,500.00	ACADIAN L/S - 5 HP GR
584330	25373	AUTOMATION PERSONNEL SERV	381094		EFT	09/04/2024	548.00	TEMP SERVICES
584331	275	J H WRIGHT & ASSOC	381095	242722	EFT	09/04/2024	4,875.00	PC3000X PUMP CONTROLL
584332	923	CENTRAL PIPE SUPPLY INC	381096	241336	EFT	09/04/2024	310.85	RESTOCK INVENTORY - W
584333	38546	ZACHARY REGAN	381097	242759	EFT	09/04/2024	8,835.44	VEHICLE MAINTENANCE /
584334	43150	CRAWFORD ELECTRIC SUPPLY	381098	242716	EFT	09/04/2024	6,983.02	TRAFFIC SIGNAL CABLE
584335	1112	PRO CHEM INC	381099	242828	EFT	09/04/2024	1,999.20	RESTOCK INVENTORY - C
584336	1576	COVINGTON SALES & SERVICE	381100	242788	EFT	09/04/2024	3,003.16	RESTOCK INVENTORY - 5
584337	43151	JHS ENTERPRISES INC	381101	242793	EFT	09/04/2024	508.00	RETOCK WELL LOG BOOKS
584338	2566	NORLAB INC	381102	242597	EFT	09/04/2024	1,160.00	RESTOCK INVENTORY - D
584339	380	LOWES ACCTS RECEIVABLE PR	381103	241929	INV	09/04/2024	40.40	STAGE MAINTENANCE
584341	1279	JOHNSTONE SUPPLY CO	381105	242858	INV	09/04/2024	36.54	HL BUILDING SUPPLIES
584342	1279	JOHNSTONE SUPPLY CO	381106	242858	INV	09/04/2024	282.46	HL BUILDING SUPPLIES
584343	380	LOWES ACCTS RECEIVABLE PR	381107	242544	INV	09/04/2024	35.11	HL OPEN PO FOR BUILDI
584344	6528	FLEETCOR	381108		EFT	09/04/2024	37.47	NP66965553 8/12/24-8/
584345	43284	GRIZZLY INDUSTRIAL INC	381109	242843	INV	09/04/2024	200.30	HL TOOLS
584346	43284	GRIZZLY INDUSTRIAL INC	381110	242843	INV	09/04/2024	2,384.00	HL TOOLS
584347	34366	GLOBAL EQUIPMENT COMPANY	381111	242766	INV	09/04/2024	4,132.26	TRAINSTATION TRAFFIC
584348	34366	GLOBAL EQUIPMENT COMPANY	381112	242766	INV	09/04/2024	422.04	TRAINSTATION TRAFFIC
584349	43345	ANTHONY S BERMUDEZ	381113		INV	09/04/2024	116.00	FOOD ALLOWANCE SFA WE
584350	43345	ANTHONY S BERMUDEZ	381114		INV	09/04/2024	116.00	FOOD ALLOWANCE SFA WE
584351	43348	CHASE T JONES	381115		INV	09/04/2024	116.00	FOOD ALLOWANCE SFA WE

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
584352	43348	CHASE T JONES	381116		INV	09/04/2024	116.00	FOOD ALLOWANCE SFA WE
584353	43346	JAXON T SCREWS	381117		INV	09/04/2024	116.00	FOOD ALLOWANCE SFA WE
584354	43346	JAXON T SCREWS	381118		INV	09/04/2024	116.00	FOOD ALLOWANCE SFA WE
584355	282	GEIGER BROTHERS	381119	242774	EFT	09/04/2024	730.62	FIRE PREVENTION PROMO
584356	282	GEIGER BROTHERS	381120	242774	EFT	09/04/2024	1,347.90	FIRE PREVENTION PROMO
584358	18256	ROUSES ENTERPRISES LLC	381122	241022	EFT	09/04/2024	49.86	SENIOR MEALS
584359	329	GULF COAST BUSINESS SUPPL	381123	242882	EFT	09/04/2024	1,204.22	SUPPLIES
584360	23563	SUN COAST BUSINESS SUPPLY	381124	242887	EFT	09/04/2024	308.95	SUPPLIES
584361	39355	JE TALLEY CONSTRUCTION IN	381125	230771	INV	09/04/2024	2,000.00	REPAIRS TO MOSES PIER
584362	43130	OVERSTREET AND ASSOCIATES	381127	240790	INV	09/04/2024	10,241.50	PRELIMINARY ENGINEERI
584363	43179	GRACE AARON	381126		INV	09/04/2024	22,500.00	PROFESSIONAL ADMIN SE
584364	34048	SEYMOUR ENGINEERING PLLC	381128	241350	INV	09/04/2024	10,300.00	DEBUYS RD PUMP STA SW
584365	166	CINTAS CORP 240	381129	242262	EFT	09/04/2024	248.76	POLOS/UNIFORM SHIRTS
584366	166	CINTAS CORP 240	381130	242262	EFT	09/04/2024	66.19	POLOS/UNIFORM SHIRTS
584367	31315	AMERICAN MUNICIPAL SERVIC	381131		EFT	09/04/2024	523.09	JULY 2024 AMS COLLECT
584368	2066	HAVARD PEST CONTROL	381132		EFT	09/04/2024	16.66	UB PART FOR PEST CONT
584369	42247	PAYMENTUS CORPORATION	381133		EFT	09/04/2024	132.00	TRANSACTIONS FEES FOR
584370	23563	SUN COAST BUSINESS SUPPLY	381134	242671	EFT	09/04/2024	12.24	OFFICE SUPPLIES
584371	10316	TYLER TECHNOLOGIES, INC.	381135	232897	INV	09/04/2024	800.00	TYLER NOTIFY
584372	10316	TYLER TECHNOLOGIES, INC.	381136	232897	INV	09/04/2024	40,000.00	TYLER NOTIFY
584373	329	GULF COAST BUSINESS SUPPL	381137	242670	EFT	09/04/2024	71.40	OFFICE SUPPLIES
584374	43151	JHS ENTERPRISES INC	381138		EFT	09/04/2024	975.00	5,000 DELQ DOOR HANGE
584375	329	GULF COAST BUSINESS SUPPL	381139	242670	EFT	09/04/2024	1,170.67	OFFICE SUPPLIES
584376	19719	BAYOU CONCRETE, LLC	381140	242005	EFT	09/04/2024	4,791.00	BLANKET PO FOR CONCRE
584377	19719	BAYOU CONCRETE, LLC	381141	242005	EFT	09/04/2024	664.00	BLANKET PO FOR CONCRE
584378	19719	BAYOU CONCRETE, LLC	381142	242005	EFT	09/04/2024	968.00	BLANKET PO FOR CONCRE
584379	19719	BAYOU CONCRETE, LLC	381143	242005	EFT	09/04/2024	717.50	BLANKET PO FOR CONCRE
584380	19719	BAYOU CONCRETE, LLC	381144	242005	EFT	09/04/2024	407.00	BLANKET PO FOR CONCRE
584381	71695	ELECTRONIC CASE MANAGEMEN	381146		INV	09/04/2024	10.00	MEC ANNUAL RENEWAL FO
584382	9995	SHARON FLOYD	381147		INV	09/04/2024	175.00	REFUND - KATIE BOOTH
584383	40182	WASTE PRO OF MISSISSIPPI	381148		EFT	09/04/2024	773.69	012394-SUMMARY BILL
584384	40182	WASTE PRO OF MISSISSIPPI	381149		EFT	09/04/2024	37.76	012396- LANDFILL 7500
584385	40182	WASTE PRO OF MISSISSIPPI	381150		EFT	09/04/2024	232.50	040171-ARMORY 3310 17
584386	40182	WASTE PRO OF MISSISSIPPI	381151		EFT	09/04/2024	92.65	040406-CITY OF GPT 90
584387	40182	WASTE PRO OF MISSISSIPPI	381152		EFT	09/04/2024	74.00	042862- KATIE BOOTH C
584388	40182	WASTE PRO OF MISSISSIPPI	381153		EFT	09/04/2024	19.35	066200-1535 29TH AVE
584389	90089	CITY OF GULFPORT	381154		INV	09/04/2024	110.76	700023690 STATION 8
584390	378	MS POWER COMPANY	381155		INV	09/04/2024	110.61	2509 23RD AVE
584391	378	MS POWER COMPANY	381156		INV	09/04/2024	16,674.31	2227 15TH ST
584392	378	MS POWER COMPANY	381157		INV	09/04/2024	5,558.10	2226 15TH ST

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
584393	378	MS POWER COMPANY	381158		INV	09/04/2024	92.73	2101 E BEACH BLVD
584394	378	MS POWER COMPANY	381159		INV	09/04/2024	123.28	GRASS LAWN
584395	378	MS POWER COMPANY	381160		INV	09/04/2024	122.43	GRASS LAWN
584396	378	MS POWER COMPANY	381161		INV	09/04/2024	1,666.01	210 COWAN RD FIRE STA
584397	378	MS POWER COMPANY	381162		INV	09/04/2024	137.85	57 51ST ST WATER TOWE
584398	378	MS POWER COMPANY	381163		INV	09/04/2024	55.64	199 DEBUYS RD
584399	378	MS POWER COMPANY	381164		INV	09/04/2024	50.30	1919 BULLIS AVE
584400	378	MS POWER COMPANY	381165		INV	09/04/2024	33.77	358 LIVE OAK AVE
584401	378	MS POWER COMPANY	381166		INV	09/04/2024	142.69	STREET LIGHTS GPT1 ST
584402	378	MS POWER COMPANY	381167		INV	09/04/2024	254.74	1 CAMDEN COURT CIR
584403	378	MS POWER COMPANY	381168		INV	09/04/2024	4,373.84	429 PASS RD
584404	378	MS POWER COMPANY	381169		INV	09/04/2024	140.95	KEN COMBS PIER
584405	378	MS POWER COMPANY	381170		INV	09/04/2024	225.77	1419 22ND AVE LIGHTIN
584406	378	MS POWER COMPANY	381171		INV	09/04/2024	749.03	424 34TH ST
584407	378	MS POWER COMPANY	381172		INV	09/04/2024	57.03	11058 CHANNELSIDE DR
584408	378	MS POWER COMPANY	381173		INV	09/04/2024	11,882.74	SUMMARY BILL
584409	378	MS POWER COMPANY	381174		INV	09/04/2024	3,486.33	SUMMARY BILL
584410	378	MS POWER COMPANY	381175		INV	09/04/2024	89,635.96	SUMMARY BILL
584411	378	MS POWER COMPANY	381176		INV	09/04/2024	8,598.99	SUMMARY BILL
584412	378	MS POWER COMPANY	381177		INV	09/04/2024	547.12	SUMMARY BILL
584413	378	MS POWER COMPANY	381178		INV	09/04/2024	1,462.70	SUMMARY BILL
584414	378	MS POWER COMPANY	381179		INV	09/04/2024	7,381.78	SUMMARY BILL
584415	378	MS POWER COMPANY	381180		INV	09/04/2024	6,745.80	SUMMARY BILL
584416	378	MS POWER COMPANY	381181		INV	09/04/2024	5,417.46	SUMMARY BILL
584417	23107	CENTERPOINT ENERGY RESOUR	381182		INV	09/04/2024	54.53	13440 OLD HIGHWAY 49
584418	23107	CENTERPOINT ENERGY RESOUR	381183		INV	09/04/2024	37.08	4901 JEFFERSON AVE
584419	23107	CENTERPOINT ENERGY RESOUR	381184		INV	09/04/2024	41.98	1500 MILLS AVE
584420	23107	CENTERPOINT ENERGY RESOUR	381185		INV	09/04/2024	51.02	15197 DEDEAUX RD
584421	23107	CENTERPOINT ENERGY RESOUR	381186		INV	09/04/2024	39.68	14416 DEDEAUX RD
584422	193	COAST ELECTRIC POWER ASSO	381187		INV	09/04/2024	86.64	CURTIS ST 13355 LIFT
584423	193	COAST ELECTRIC POWER ASSO	381188		INV	09/04/2024	1,665.45	11550 Dedeaux Rd
584424	193	COAST ELECTRIC POWER ASSO	381189		INV	09/04/2024	84.29	JACKSON ST 1ST WELL
584425	193	COAST ELECTRIC POWER ASSO	381190		INV	09/04/2024	68.23	THREE RIVERS RD & CRO
584426	193	COAST ELECTRIC POWER ASSO	381191		INV	09/04/2024	1,872.66	ONEAL RD TRAILWOOD WE
584427	193	COAST ELECTRIC POWER ASSO	381192		INV	09/04/2024	98.17	MOCK ST 13010
584428	193	COAST ELECTRIC POWER ASSO	381193		INV	09/04/2024	60.85	ONEAL RD 11003 LIFT S
584429	193	COAST ELECTRIC POWER ASSO	381194		INV	09/04/2024	57.49	LORRAINE RD 11375 LIF
584430	193	COAST ELECTRIC POWER ASSO	381195		INV	09/04/2024	106.99	JOHN ROSS RD LIFT STA
584431	193	COAST ELECTRIC POWER ASSO	381196		INV	09/04/2024	77.01	LUNDY RD 12335 LIFT S
584432	193	COAST ELECTRIC POWER ASSO	381197		INV	09/04/2024	89.91	11381 DEDEAUX RD E LI

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
584433	193	COAST ELECTRIC POWER ASSO	381198		INV	09/04/2024	77.20	RIVER RD S 11300 LOT
584434	193	COAST ELECTRIC POWER ASSO	381199		INV	09/04/2024	222.52	PRUDIE CIR LIFT STA
584435	193	COAST ELECTRIC POWER ASSO	381200		INV	09/04/2024	1,381.96	34TH S END WELL
584436	193	COAST ELECTRIC POWER ASSO	381201		INV	09/04/2024	116.23	WOODLAND LIFT STA
584437	193	COAST ELECTRIC POWER ASSO	381202		INV	09/04/2024	286.14	13502 CABINET DEDEAUX
584438	193	COAST ELECTRIC POWER ASSO	381203		INV	09/04/2024	66.38	LANDRY TRACE LIFT STA
584439	193	COAST ELECTRIC POWER ASSO	381204		INV	09/04/2024	72.34	Lorraine Rd-Traf Ligh
584440	193	COAST ELECTRIC POWER ASSO	381205		INV	09/04/2024	105.60	TURNBERRY SUBD
584441	193	COAST ELECTRIC POWER ASSO	381206		INV	09/04/2024	143.15	THREE RIVERS RD 11159
584442	193	COAST ELECTRIC POWER ASSO	381207		INV	09/04/2024	66.00	THREE RIVERS RD & ONE
584443	193	COAST ELECTRIC POWER ASSO	381208		INV	09/04/2024	65.80	RESERVATION & THREE R
584444	193	COAST ELECTRIC POWER ASSO	381209		INV	09/04/2024	65.90	THREE RIVERS RD & KLE
584445	193	COAST ELECTRIC POWER ASSO	381210		INV	09/04/2024	55.38	BOLES BLVD & BONNIE S
584446	193	COAST ELECTRIC POWER ASSO	381211		INV	09/04/2024	58.24	THREE RV & DUCKWORTH
584447	193	COAST ELECTRIC POWER ASSO	381212		INV	09/04/2024	136.31	FISHERMANS TRAIL LIFT
584448	193	COAST ELECTRIC POWER ASSO	381213		INV	09/04/2024	66.55	ASHTON OAKS LIFT STA
584449	193	COAST ELECTRIC POWER ASSO	381214		INV	09/04/2024	90.98	72ND LIFT STA
584450	193	COAST ELECTRIC POWER ASSO	381215		INV	09/04/2024	60.16	448 Dedeaux Rd
584451	193	COAST ELECTRIC POWER ASSO	381216		INV	09/04/2024	74.82	DEDEAUX UTI LIFT STA
584452	193	COAST ELECTRIC POWER ASSO	381217		INV	09/04/2024	68.67	13407 DEDEAUX RD
584453	193	COAST ELECTRIC POWER ASSO	381218		INV	09/04/2024	114.78	RESERVATION DR LIFT S
584454	193	COAST ELECTRIC POWER ASSO	381219		INV	09/04/2024	84.95	Lorraine I10 Traf-Lig
584455	193	COAST ELECTRIC POWER ASSO	381220		INV	09/04/2024	78.32	CANAL RD 7500
584456	193	COAST ELECTRIC POWER ASSO	381221		INV	09/04/2024	2,514.38	11535 DEDEAUX RD
584457	193	COAST ELECTRIC POWER ASSO	381222		INV	09/04/2024	72.25	CREEK & ALDEN LIFT-CO
584458	193	COAST ELECTRIC POWER ASSO	381223		INV	09/04/2024	59.36	ONEAL RD GARDEN LIFT
584459	193	COAST ELECTRIC POWER ASSO	381224		INV	09/04/2024	75.15	JOHN ROSS RD HWY 57
584460	193	COAST ELECTRIC POWER ASSO	381225		INV	09/04/2024	573.66	THREE RV RD 13000 FIR
584461	193	COAST ELECTRIC POWER ASSO	381226		INV	09/04/2024	755.60	12001 Dedeaux Rd Fire
584462	193	COAST ELECTRIC POWER ASSO	381227		INV	09/04/2024	54.88	MEADOWBROOK DR 17375
584463	193	COAST ELECTRIC POWER ASSO	381228		INV	09/04/2024	61.22	MEADOWBROOK PHASE II
584464	193	COAST ELECTRIC POWER ASSO	381229		INV	09/04/2024	66.08	DELMAR DR LIFT STA
584465	193	COAST ELECTRIC POWER ASSO	381230		INV	09/04/2024	341.68	URBANA DR LIFT STA
584466	193	COAST ELECTRIC POWER ASSO	381231		INV	09/04/2024	64.63	CROWN HILL LIFT STA
584467	193	COAST ELECTRIC POWER ASSO	381232		INV	09/04/2024	59.16	Dedeaux & Sunnymead
584468	193	COAST ELECTRIC POWER ASSO	381233		INV	09/04/2024	82.66	PRESERVATION DR 12208
584469	193	COAST ELECTRIC POWER ASSO	381234		INV	09/04/2024	757.75	I-10 & Cowan Lights
584470	193	COAST ELECTRIC POWER ASSO	381235		INV	09/04/2024	4,251.83	16TH ST BASEBALL CONC
584471	193	COAST ELECTRIC POWER ASSO	381236		INV	09/04/2024	63.56	MICHAEL GRACE DR LIFT
584472	193	COAST ELECTRIC POWER ASSO	381237		INV	09/04/2024	64.50	THREE RIVERS RD 12399

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
584473	70000	CABLE ONE	381238		INV	09/04/2024	78.97	ORANGE GROVE COM CNT
584474	70000	CABLE ONE	381239		INV	09/04/2024	60.00	13472 HIGHWAY 49 PARK
584475	70000	CABLE ONE	381240		INV	09/07/2024	300.00	1133 20TH AVE
584476	70000	CABLE ONE	381241		INV	09/05/2024	300.00	135 COURTHOUSE RD
584477	70000	CABLE ONE	381242		INV	09/05/2024	300.00	424 34TH ST
584478	70000	CABLE ONE	381243		INV	09/05/2024	300.00	CHRISTMAS LIGHTS WARE
584479	58	A T & T	381244		INV	09/04/2024	40.46	228 868 5800 421 0594
584480	58	A T & T	381245		INV	09/04/2024	34.70	228 868 5800 421 0594
584481	58	A T & T	381246		INV	09/04/2024	233.76	228 868 5800 421 0594
584482	58	A T & T	381247		INV	09/04/2024	41.34	228 868 5800 421 0594
584483	58	A T & T	381248		INV	09/04/2024	1,223.60	228 868 5800 421 0594
584484	58	A T & T	381249		INV	09/04/2024	1,699.79	228 868 5800 421 0594
584485	58	A T & T	381250		INV	09/04/2024	823.17	228 868 5800 421 0594
584486	58	A T & T	381251		INV	09/04/2024	161.95	228 868 5800 421 0594
584487	58	A T & T	381252		INV	09/04/2024	25.02	228 868 5800 421 0594
584488	58	A T & T	381253		INV	09/04/2024	19.26	228 868 5800 421 0594
584489	58	A T & T	381254		INV	09/04/2024	2,134.86	228 868 5800 421 0594
584490	58	A T & T	381255		INV	09/04/2024	65.55	228 868 5800 421 0594
584491	58	A T & T	381256		INV	09/04/2024	291.04	228 868 5800 421 0594
584492	58	A T & T	381257		INV	09/04/2024	12.94	228 868 5800 421 0594
584493	58	A T & T	381258		INV	09/04/2024	600.49	228 868 5800 421 0594
584494	58	A T & T	381259		INV	09/04/2024	319.07	228 868 5800 421 0594
584495	58	A T & T	381260		INV	09/04/2024	10.89	228 868 5800 421 0594
584496	58	A T & T	381261		INV	09/04/2024	421.11	228 868 5800 421 0594
584497	58	A T & T	381262		INV	09/04/2024	510.29	228 831 0701 701 0596
584498	58	A T & T	381263		INV	09/04/2024	510.29	228 831 0701 701 0596
584499	58	A T & T	381264		INV	09/04/2024	510.29	228 831 0701 701 0596
584500	58	A T & T	381265		INV	09/04/2024	214.61	831 001 1096 927
584501	58	A T & T	381266		INV	09/04/2024	1,596.42	831 000 6763 753
584502	58	A T & T DATACOMM LP	381267		INV	09/04/2024	4,696.86	601 N10 0117 117
584503	58	A T & T	381268		INV	09/04/2024	55.53	228 865-1423 001 0597
584504	19719	BAYOU CONCRETE, LLC	381269	242005	EFT	09/04/2024	490.50	BLANKET PO FOR CONCRE
584505	19719	BAYOU CONCRETE, LLC	381270	242005	EFT	09/04/2024	1,040.00	BLANKET PO FOR CONCRE
584506	19719	BAYOU CONCRETE, LLC	381271	242005	EFT	09/04/2024	490.50	BLANKET PO FOR CONCRE
584507	19719	BAYOU CONCRETE, LLC	381272	242005	EFT	09/04/2024	574.00	BLANKET PO FOR CONCRE
584508	19719	BAYOU CONCRETE, LLC	381273	242005	EFT	09/04/2024	634.00	BLANKET PO FOR CONCRE
584509	19719	BAYOU CONCRETE, LLC	381274	242005	EFT	09/04/2024	480.50	BLANKET PO FOR CONCRE
584510	19719	BAYOU CONCRETE, LLC	381275	242005	EFT	09/04/2024	875.00	BLANKET PO FOR CONCRE
584511	19719	BAYOU CONCRETE, LLC	381276	242005	EFT	09/04/2024	791.00	BLANKET PO FOR CONCRE
584512	883	WARREN PAVING INC	381277	242521	EFT	09/04/2024	436.77	BLANKET PO FOR TYPE S

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Warrant List by Voucher

WARRANT: 09042024 09/04/2024

VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
584513	883	WARREN PAVING INC	381278	242521	EFT	09/04/2024	333.03	BLANKET PO FOR TYPE S
584514	883	WARREN PAVING INC	381279	242521	EFT	09/04/2024	569.28	BLANKET PO FOR TYPE S
584515	883	WARREN PAVING INC	381280	242521	EFT	09/04/2024	722.73	BLANKET PO FOR TYPE S
584516	883	WARREN PAVING INC	381281	242521	EFT	09/04/2024	327.80	BLANKET PO FOR TYPE S
584517	883	WARREN PAVING INC	381282	242521	EFT	09/04/2024	442.00	BLANKET PO FOR TYPE S
584518	883	WARREN PAVING INC	381283	242521	EFT	09/04/2024	312.10	BLANKET PO FOR TYPE S
584519	883	WARREN PAVING INC	381284	242521	EFT	09/04/2024	358.31	BLANKET PO FOR TYPE S
584520	883	WARREN PAVING INC	381285	242521	EFT	09/04/2024	437.64	BLANKET PO FOR TYPE S
584521	883	WARREN PAVING INC	381286	242521	EFT	09/04/2024	306.00	BLANKET PO FOR TYPE S
584522	883	WARREN PAVING INC	381287	242521	EFT	09/04/2024	307.74	BLANKET PO FOR TYPE S
584523	883	WARREN PAVING INC	381288	242821	EFT	09/04/2024	1,396.63	BLANKET PO FOR TYPE S
584524	883	WARREN PAVING INC	381289	242821	EFT	09/04/2024	306.87	BLANKET PO FOR TYPE S
584525	883	WARREN PAVING INC	381290	242300	EFT	09/04/2024	515.45	BLANKET FOR FOB ASPHA
584526	20675	CHANCELLOR SUPPLY, INC	381291	240127	EFT	09/04/2024	75.13	BLANKET PO FOR FY 202
584527	20675	CHANCELLOR SUPPLY, INC	381292	240127	EFT	09/04/2024	107.80	BLANKET PO FOR FY 202
584528	20675	CHANCELLOR SUPPLY, INC	381293	240127	EFT	09/04/2024	82.38	BLANKET PO FOR FY 202
584529	20675	CHANCELLOR SUPPLY, INC	381294	240127	EFT	09/04/2024	85.36	BLANKET PO FOR FY 202
584530	1054	MICRO METHODS INC	381295	242266	EFT	09/04/2024	180.00	BLANKET PO FOR WATER
584531	1054	MICRO METHODS INC	381296	242266	EFT	09/04/2024	120.00	BLANKET PO FOR WATER
584532	468	HARRISON COUNTY UTILITY A	381297	240020	INV	09/04/2024	569,550.00	HCUA WASTEWATER & SOL
584533	43342	RELIABLE CONCRETE LLC	381298	242526	EFT	09/04/2024	350.00	BLANKET PO FOR CONCRE
584534	43342	RELIABLE CONCRETE LLC	381299	242526	EFT	09/04/2024	350.00	BLANKET PO FOR CONCRE
584535	43342	RELIABLE CONCRETE LLC	381300	242526	EFT	09/04/2024	350.00	BLANKET PO FOR CONCRE
584536	20659	CORNETT BOLT & SCREW, INC	381301	240027	EFT	09/04/2024	5.16	BLANKET PO FOR FY 202
584537	42812	MOBILE SOLVENTS & SUPPLY	381302	242623	EFT	09/04/2024	6,277.50	BLANKET PO FOR CHLORI
584538	42812	MOBILE SOLVENTS & SUPPLY	381303	242623	EFT	09/04/2024	6,885.00	BLANKET PO FOR CHLORI
584539	42389	LMR HARDWARE	381304	240029	EFT	09/04/2024	91.97	BLANKET PO FOR FY 202
584540	380	LOWES ACCTS RECEIVABLE PR	381305	240058	INV	09/04/2024	84.90	BLANKET FOR FY 2024
584541	380	LOWES ACCTS RECEIVABLE PR	381306	240058	INV	09/04/2024	86.35	BLANKET FOR FY 2024
584542	40182	WASTE PRO OF MISSISSIPPI	381307		EFT	09/04/2024	92.65	TOILET RENT @ 153 PHI
584544	40182	WASTE PRO OF MISSISSIPPI	381309		EFT	09/04/2024	92.65	TOILET RENT @ 8308 TE
584545	11590	MISSION COMMUNICATIONS LL	381310		EFT	09/04/2024	347.40	ANNUAL SERV. PACK. -
584546	1457	GULF STATES ENGINEERING C	381311		EFT	09/04/2024	1,110.00	EMERGENCY SERVICE CAL
584547	166	CINTAS CORP 240	381312		EFT	09/04/2024	229.52	MAT CLEANING SERVICES
584549	166	CINTAS CORP 240	381313		EFT	09/04/2024	229.52	MAT CLEANING SERVICES
584550	2066	HAVARD PEST CONTROL	381314		EFT	09/04/2024	45.00	PEST CONTROL - MONTHL
584551	2066	HAVARD PEST CONTROL	381315		EFT	09/04/2024	90.00	PEST CONTROL - MONTHL
584552	883	WARREN PAVING INC	381316		EFT	09/04/2024	437.64	ASPHALT DELIVERIES FO
584553	1075	FEDEX	381317		INV	09/04/2024	11.00	SHIPMENT TO CONTROL S
584554	39295	GEORGE R MOONEY	381318	242785	INV	09/04/2024	352.00	PER DIEM: G. MOONEY;

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Warrant List by Voucher

WARRANT: 09042024 09/04/2024

VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
584555	39300	JEREMY R HARRISON	381319	242786	INV	09/04/2024	352.00	PER DIEM: J HARRISON,
584556	39514	JOHNATHON T GENTRY	381320	242752	INV	09/04/2024	338.95	REIMBURSEMENT TO T. G
584557	39514	JOHNATHON T GENTRY	381321	242753	INV	09/04/2024	390.00	PER DIEM: T GENTRY, P
584558	40125	VERONICA WEAVER	381322	242754	INV	09/04/2024	390.00	PER DIEM: V WEAVER, P
584559	969	WASTE MANAGEMENT OF MS	381323		INV	09/04/2024	6,292.52	COASTAL RECYCL. LANDF
584560	6528	FLEETCOR	381324		EFT	09/04/2024	297.82	ACCT 126554: PW ADMIN
584561	6528	FLEETCOR	381325		EFT	09/04/2024	87.58	ACCT 126558: ENGINEER
584562	6528	FLEETCOR	381326		EFT	09/04/2024	617.47	ACCT 126559: PW TRAFF
584563	6528	FLEETCOR	381327		EFT	09/04/2024	337.20	ACCT 126554: PW ADMIN
584564	6528	FLEETCOR	381328		EFT	09/04/2024	49.21	ACCT 126555: PW WATER
584565	6528	FLEETCOR	381329		EFT	09/04/2024	50.24	ACCT 126558: ENGINEER
584566	6528	FLEETCOR	381330		EFT	09/04/2024	501.08	ACCT 126559: PW TRAFF
584567	6528	FLEETCOR	381331		EFT	09/04/2024	226.16	ACCT 126554: PW ADMIN
584568	6528	FLEETCOR	381332		EFT	09/04/2024	90.07	ACCT 126555: PW WATER
584569	6528	FLEETCOR	381333		EFT	09/04/2024	103.09	ACCT 126558: ENGINEER
584570	6528	FLEETCOR	381334		EFT	09/04/2024	458.48	ACCT 126559: PW TRAFF
584571	20675	CHANCELLOR SUPPLY, INC	381335	242886	EFT	09/04/2024	279.36	NEMA3R SCR CVR BOX FO
584573	19719	BAYOU CONCRETE, LLC	381337	242005	EFT	09/04/2024	930.00	BLANKET PO FOR CONCRE
584574	19719	BAYOU CONCRETE, LLC	381338	242005	EFT	09/04/2024	407.00	BLANKET PO FOR CONCRE
584575	19719	BAYOU CONCRETE, LLC	381339	242005	EFT	09/04/2024	407.00	BLANKET PO FOR CONCRE
584577	19719	BAYOU CONCRETE, LLC	381341	242005	EFT	09/04/2024	550.50	BLANKET PO FOR CONCRE
584578	19719	BAYOU CONCRETE, LLC	381342	242005	EFT	09/04/2024	397.00	BLANKET PO FOR CONCRE
584580	35998	KINGS SPRINKLER SYSTEMS I	381344	241355	EFT	09/04/2024	4,846.25	GROUNDS MAINTENANCE F
584581	35998	KINGS SPRINKLER SYSTEMS I	381345	241355	EFT	09/04/2024	2,756.00	GROUNDS MAINTENANCE F
584582	39025	HARRISON COUNTY CIRCUIT C	381346		INV	09/04/2024	1,006.37	D2401-2023-01318
584583	644	ASSOCIATED ADJUSTERS INC	381347		EFT	09/04/2024	17,016.97	FIRST QTR FEES THIRD
584589	43371	MILLION PRINTS LLC	381351	242771	INV	09/04/2024	133.98	SHIRTS
584591	25676	CELLULAR SOUTH, INC	381352		INV	09/04/2024	408.21	691521
584626	380	LOWES ACCTS RECEIVABLE PR	381384	242377	INV	09/04/2024	16.14	BLANKET PO FY24
						WARRANT TOTAL	1,763,241.94	

COOPERATIVE AGREEMENT BETWEEN THE

GULFPORT JOB CORPS CENTER AND THE LAW ENFORCEMENT AGENCY OF THE CITY OF GULFPORT

GULFPORT JOB CORPS CENTER

THE CITY OF GULFPORT POLICE DEPARTMENT

The Code of Federal Regulations 20 CFR 638.805 and the Department of Labor Job Corps Policy and Requirements Handbook (PRH) directs that each Job Corps center establish cooperative relationships with federal, state, and local law enforcement agencies having jurisdiction over the center to enforce criminal laws on such property, ensure law enforcement backup support for emergencies at the center, and process criminal offenses in an orderly manner.

The parties acknowledge that the MOU is not a binding and enforceable contract and shall not give rise to any obligations on the part of any Party between the City of Gulfport Police Department, 2220 15th St., Gulfport, MS 39501 and the Gulfport Job Corps Center, 3300 20th St., Gulfport, MS 39501, as mandated by the Code of Federal Regulations, 20 CFR 638.805 (b)(1), whereby "All Job Corps property which would otherwise be under exclusive federal legislative jurisdiction is considered under concurrent jurisdiction with the appropriate State and locality with respect to criminal law enforcement as long as a center is operated on such property". This extends to all portions of the property including housing and recreational facilities in addition to portions of the property used for educational and training activities."

Job Corps is a national residential training and employment program administered by the U.S. Department of Labor to address the multiple barriers to employment faced by disadvantaged youth throughout the United States. Job Corps' current authorization for the program is the Workforce Innovation and Opportunity Act (WIOA) of 2014.

Job Corps provides comprehensive career development services to students including academic, career technical, social, and independent living skills, career readiness training and support services. The Gulfport Job Corps Center is operated for the U.S. Department of Labor by Chugach Training and Education Services, LLC.

06182024-9

I. RESPONSIBILITIES

A. The Gulfport Job Corps Center Director has the primary responsibility for the safety and security of staff, students, visitors, and U.S. Government property on the grounds and in the facilities used by the center under U.S. Department of Labor guidelines and Federal Regulations. This includes the determination of which visitors may come onto the center and under what conditions.

B. While the Gulfport Police Department law enforcement agency has the primary law enforcement responsibility of the Gulfport Job Corps Center property, the Federal Bureau of Investigation holds original jurisdiction. The United States Attorney is the Federal Officer ultimately responsible for the maintenance of law and order on Federal property.

C. The Gulfport Police Department law enforcement agency and the Gulfport Job Corps Center agree to a mutual interest for maintaining a positive and collaborative working relationship in order to achieve their respective responsibilities. This includes: the prevention of crime; investigation of alleged crime; assurance of the safety, security and rights of students, staff and visitors on center; the protection of the Center facilities; and mutually understanding, respecting and jointly carrying out their policies and procedures and obligations under federal, state, or local law. Where such obligations may appear to be in conflict, both parties agree the Gulfport Police Department law enforcement's judgment will prevail in matters of law enforcement until resolved by the United States Attorney's Office.

D. Federal agencies will maintain concurrent and/or original jurisdiction for matters of federal violations.

E. The Center's Manager of Safety, Security, Fire Prevention and Transportation will ensure the Gulfport Police Department law enforcement agency is aware of the juvenile status of any Gulfport Job Corps Center students in question.

II. PATROL OF FACILITY

A. Gulfport Job Corps Safety, Security, Fire Prevention and Transportation personnel will patrol the Center as scheduled by the Supervisor of Safety, Security, Fire Prevention and Transportation in accordance with a Campus Access Patrol Plan.

B. Emergency requests for back-up or mutual aid from the Gulfport Police Department law enforcement agency can be requested by the Safety, Security,

Fire Prevention and Transportation personnel at the Gulfport Job Corps Center at any given time.

III. REPORTING AND INVESTIGATION OF CRIMINAL INCIDENTS

A. The Gulfport Police Department law enforcement agency shall be notified immediately of any criminal incidents occurring on the Gulfport Job Corps Center and will be the primary investigating agency. The Gulfport Police Department law enforcement agency shall determine whether an incident warrants referral to the criminal justice system by complaint or arrest; referred to the FBI for possible Federal prosecution; or whether it should be handled through the Gulfport Job Corps Job Corps Center disciplinary process.

B. Serious crimes known to be in progress or dangerous situations will immediately be reported to the Gulfport Police Department law enforcement agency with a request for assistance if necessary. The Gulfport Police Department law enforcement agency will, in turn, notify the Gulfport Job Corps Center when knowledge of a Gulfport Job Corps Center students' involvement in a serious crime or if a dangerous situation exists that could impact the Gulfport Job Corps Center or students. Serious crimes; include but not limited to, a homicide; a theft of a vehicle or other significant government-owned property; an assault or battery; a riot or similarly violent incident involving five or more students or persons; a sexual assault or rape as defined under state law.

C. Students may exercise their right to independently request issuance of a criminal complaint or request the assistance of any law enforcement agency having jurisdiction where the alleged offense occurred.

D. The Center Director or the Manager of Safety, Security, Fire Prevention and Transportation shall be the responsible reporting source for any possible criminal activity on behalf of the Center. Should such reports be made from other sources on Center, the appropriate law enforcement agency having jurisdiction shall notify the Manager of Safety, Security, Fire Prevention and Transportation for purposes of collaboration, exchange of information, joint investigation and response.

E. When there is an apparent conflict between state statutes and the federal regulations concerning the Gulfport Job Corps Center, the state statute as interpreted by the Gulfport Police Department law enforcement agency shall prevail for the initial response and action until resolved by the United States Attorney's office.

F. In accordance with the Code of Federal Regulations, Volume 55, No. 67.638.534, the Gulfport Job Corps Center Director shall see that students who are to be interviewed by law enforcement officials as suspects in criminal cases are

advised that they may secure a lawyer to represent them during the custodial interrogation.

IV. DISPOSAL OF NARCOTICS AND CONFISCATED WEAPONS

A. The Gulfport Job Corps Center will surrender all narcotics and confiscated weapons to the Gulfport Police Department law enforcement agency for disposal and complete the proper center chain of-custody requirements. Confiscated narcotics and weapons will be documented and secured in a locked safe in the Safety/Security/Fire Prevention/Transportation supervisor's office until turned over to local law enforcement.

B. The Gulfport Job Corps Center will request Gulfport Police Department enforcement assistance to ensure students have met the licensing and registration of items, such as firearms, that are barred from the Gulfport Job Corps Center but that students may otherwise legally possess. After law enforcement have confirmed the licensing of the firearm it will be returned to the student upon leaving the Center or mailed to that student.

C. Proper disposal of unauthorized goods that are not weapons or narcotics will be determined by the Manager of Safety/Security/Fire Prevention as in the case of aerosol cans, glass containers, metal combs etc.

V. REPORTING EMERGENCY SITUATIONS

A. Emergency contingencies, i.e., fire, flood, bomb threats, and any potential high-risk emergency, will be reported immediately to the local law enforcement agency.

B. The Gulfport Job Corps Center Director is responsible for the health and safety of all students, staff members, and visitors of the center during time of emergency.

VI. REPORTING

A. The Gulfport Police Department law enforcement agency will notify the Center Director through the Manager of Safety, Security and Fire Prevention, of any arrests or criminal cases pending against a student, when possible.

VII. PROCEDURE FOR PROCESSING COMPLAINTS OF LAW ENFORCEMENT MISTREATMENT OF STUDENTS

A. Upon receiving a complaint of law enforcement mistreatment of a student, any Gulfport Job Corps Center personnel should contact the Manager of Safety, Security and Fire Prevention regarding the complaint.

B. The Manager of Safety, Security and Fire Prevention will notify the appropriate law enforcement agency that a complaint of student mistreatment has been made.

C. The Gulfport Police Department will conduct an investigation of the complaint.

D. The Gulfport Police Department will make a decision on the disposition of the complaint and if any disciplinary action is deemed necessary or applicable.

VIII. PROCEDURES TO FOLLOW WHEN CENTER OFFICIALS FIND POSSIBLE EVIDENCE OF CRIME IN THE COURSE OF A SEARCH CONDUCTED

A. The Gulfport Job Corps Center personnel should secure and protect the integrity of the evidence found.

B. The Gulfport Job Corps Center should immediately notify the Gulfport Police Department law enforcement agency when there is possible evidence of a crime.

1. Searches for evidence of crime may be conducted for evidence in criminal prosecution. These must always be done by Gulfport Police Department law enforcement with a search warrant, except when delay would endanger the physical well-being of students.

IX. PROCEDURES FOR SEARCH, SEIZURE AND THE INVESTIGATION OF REPORTABLE CRIMINAL OFFENSES THAT OCCUR ON CENTER

A. The Gulfport Police Department enforcement agency will be responsible for the following:

1. Determine if a crime has been committed, investigate, then take the appropriate action according to the agency's procedures/policy.

2. Determine the scope of any search and obtain a warrant when appropriate.

3. Have total responsibility to gather evidence, secure crime scenes, interview suspects and make arrests.

X. PROCEDURE FOR THE RELEASE OF STUDENTS TO CENTER OFFICIALS FOR DISCIPLINARY ACTION WHEN STUDENTS ARE INVOLVED IN MINOR OFFENSES OFF CENTER

A. In a situation when students are off Job Corps Campus and are involved in minor offenses, it shall be left to the discretion of the appropriate law enforcement agency whether or not students are to be turned over to Center Personnel for disciplinary action.

XI. PROCEDURE FOR A STRIP SEARCH OF A STUDENT

A. Gulfport Job Corps Center shall not conduct strip searches of students. Per the Cooperative Agreement of 2017 the Gulfport Police Department will not conduct strip searches of students.

XII. PROTOCOL

A. It is the intention of this protocol to delineate the responsibilities of the Gulfport Job Corps Center Safety, Security and Fire Prevention Department and the Gulfport Police Department law enforcement agencies who have concurrent jurisdictional responsibility on the Job Corps Center facility.

B. This cooperative agreement is in compliance with 20 C.F.R. 686.925(b) and Job Corps PRH-5.3, R3.

C. It is also the intent of this protocol to establish a closer working relationship with all agencies involved.

1. In situations of student group unrest, the Gulfport Police Department law enforcement agency will assist in coordination with the Center Senior Staff Member present.

2. Gulfport Job Corps Center staff will comply with all Federal Regulations as they apply to the protection of student rights.

3. Gulfport Job Corps Center staff will be responsible to conduct and administer the Center's disciplinary system within approved Department of Labor guidelines.

XIII. DEFINITION

A. The Gulfport Job Corps Center Duty Officer is the designated individual responsible for center operations when the Center Director or Deputy Center Director and/or Manager of Programs; is off-center property.

XIV. TERMS OF AGREEMENT

This agreement may be altered through amendment at any time provided that all parties agree, and such amendments are within Federal, State and Local Law. This agreement shall be in effect until there is a change in positions, or terminated by written notice, or agreement expiration.

This agreement shall be in effect for the one-year period July 1, 2024, to June 30, 2025.

FOR: GULFPORT JOB CORPS CENTER

Center Director: PLQ Gachet - Acting Director Date: 7/1/24

FOR: THE CITY OF GULFPORT POLICE DEPARTMENT

Chief of Police: _____ Date: 6/19/24

Phone No. 228-868-5964 E-mail: acooper@gulfport-ms.gov

A copy of this agreement, when approved, will be forwarded to the appropriate United States Attorney's Office and to the United States Department of Labor, National Office of Job Corps and the appropriate Regional Office of Job Corps.

MEMORANDUM OF UNDERSTANDING
Between
Gulfport City Council
and
Mayor Billy Hewes

This Memorandum of Understanding ("MOU") is entered into by and between the City of Gulfport ("Municipality") City Council ("Council") and the Mayor of Gulfport ("Mayor"), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

WHEREAS, the Council, is designated to accept and administer funds from the federal American Rescue Plan Act ("ARPA"), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "Act"), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, the Mayor is tasked with overseeing the day-to-day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

WHEREAS, the Council must approve the Municipality's budget and the Mayor executes the expenditures; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the Municipality's ARPA State and Local Fiscal Recovery Funds ("Funds") for those purposes set forth in the Subaward Agreement between the City of Gulfport and the Mississippi Department of Environmental Quality ("MDEQ"), MDEQ Agreement No. **154-2-CW-5.5** set forth in Attachment "A", hereby adopted and incorporated by reference herein, along with any current or future modifications thereto ("MDEQ Subaward Agreement").

II. Conditions and Scope

The Council agrees to appropriate and the Mayor agrees to expend the Funds to perform the "Scope of Work," as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the "Project" as set forth in Article 2 of the MDEQ Subaward Agreement.

III. Amount

The Council agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

a. The Council agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this the 3rd day of July, 2024.

RICK WALKER

President, Gulfport City Council

Agreed to this the 3rd day of July, 2024.

Mayor, The City of Gulfport

ATTACHMENT "A"

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT

STATE OF MISSISSIPPI **MDEQ AGREEMENT NO. 154-2-CW-5.5**
COUNTY OF HINDS

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this "Agreement") between the Mississippi Department of Environmental Quality ("MDEQ"), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Gulfport, UEI Number: G8SCFJ32K4N5 ("SUBRECIPIENT", and together with MDEQ, the "Parties", and each, a "Party") to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure ("MCWI") Grant Program (the "Program") as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT's implementation of the project entitled "Citywide - Lift Station Rehabilitation" (the "Project").

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT's infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the "Work").

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury's regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **$6,613,772.92**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **$3,055,172.40**;

ii. The Local Fiscal Recovery Funds ("LFRF") received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **$3,055,172.40**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality ("Transferred LFRF") shall not exceed **$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match ("Other Funds") shall not exceed **$503,428.12**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **$264,550.92**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Three Million Fifty-Five Thousand One Hundred Seventy-Two Dollars and Forty Cents ($3,055,172.40)** (the "Maximum Amount").

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT's expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ's receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, "Reimbursement Requests"), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at https://www.mswaterinfrastructure.com. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. AMENDMENTS OR MODIFICATION

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. PROGRESS REPORTS

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

REPORTING PERIOD	DEADLINE
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. FAILURE TO TIMELY PERFORM

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. CONTRACTS

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled "Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program."

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.*[1]

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement 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 MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. REPRESENTATION REGARDING CONTINGENT FEES

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

[1] https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf.

17. REPRESENTATION REGARDING GRATUITIES

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. UNIFORM ADMINISTRATIVE REQUIREMENTS

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 ("UG"), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview" found at https://www.mswaterinfrastructue.com.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT's responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.[2]

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).[3]

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[2] https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf

[3] http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.[4]

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

i. cancel the stop work order; or

ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and

ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

[4] https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf

accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT's performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

(1) The nature of the additional requirements;
(2) The reason why the additional requirements are being imposed;
(3) The nature of the action needed to remove the additional requirement, if applicable;
(4) The time allowed for completing the actions if applicable; and
(5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

(1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
(2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
(3) More frequent monitoring by MDEQ; and/or
(4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

(1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
(2) Disallowing payments to SUBRECIPIENT; and/or
(3) Requiring repayment for disallowed cost items; and/or
(4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

(1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
(2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
(3) Terminate funding to SUBRECIPIENT in the current year; and/or
(4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration's independent agency Agreement website for public access at https://www.transparency.mississippi.gov. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT's choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. RIGHT TO AUDIT

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. RIGHT TO INSPECT WORK; ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. SEVERABILITY

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ https://www.mswaterinfrastructure.com web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. COMPLIANCE WITH MISS. CODE ANN. § 31-5-37

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars ($5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. CONFLICT OF INTEREST

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. EVALUATION

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:	Attention: MCWI Contract Administration 515 East Amite Street P.O. Box 2249 Jackson, MS 39201 E-mail: MCWIdocuments@mdeq.ms.gov
If to SUBRECIPIENT:	Attention: Mayor Billy Hewes P.O. Box 1780 Gulfport, MS 39502 Phone: (228) 868-5801 E-mail: mayorsoffice@gulfport-ms.gov

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

7/5/23
Date

CITY OF GULFPORT

Mayor Billy Hewes
Signature of Authorized Representative

Billy Hewes
Billy Hewes
Printed Name

Mayor
Title

June 7, 2023
Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Citywide - Lift Station Rehabilitation

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project includes rehabilitation of existing sewer pump stations located inside the City limits of Gulfport.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ https://www.mswaterinfrastructure.com web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;

b. On or about October 2, 2023, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;

c. On or about October 16, 2023, advertise each construction contract for bids;

d. On or about November 30, 2023, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;

f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);

g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;

h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;

i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;

j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;

k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;

l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;

m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at https://www.mswaterinfrastructure.com.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.

2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.

3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.

4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.

5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

MEMORANDUM OF UNDERSTANDING
Between
Gulfport City Council
and
Mayor Billy Hewes

This Memorandum of Understanding ("MOU") is entered into by and between the City of Gulfport ("Municipality") City Council ("Council") and the Mayor of Gulfport ("Mayor"), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

WHEREAS, the Council, is designated to accept and administer funds from the federal American Rescue Plan Act ("ARPA"), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "Act"), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, the Mayor is tasked with overseeing the day-to-day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

WHEREAS, the Council must approve the Municipality's budget and the Mayor executes the expenditures; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the Municipality's ARPA State and Local Fiscal Recovery Funds ("Funds") for those purposes set forth in the Subaward Agreement between the City of Gulfport and the Mississippi Department of Environmental Quality ("MDEQ"), MDEQ Agreement No. **156-2-CW-5.5** set forth in Attachment "A", hereby adopted and incorporated by reference herein, along with any current or future modifications thereto ("MDEQ Subaward Agreement").

II. Conditions and Scope

The Council agrees to appropriate and the Mayor agrees to expend the Funds to perform the "Scope of Work," as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the "Project" as set forth in Article 2 of the MDEQ Subaward Agreement.

III. Amount

The Council agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

a. The Council agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this the 3rd day of July, 2024.

President, Gulfport City Council

Agreed to this the 3rd day of July, 2024.

Mayor, The City of Gulfport

ATTACHMENT "A"

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT

STATE OF MISSISSIPPI **MDEQ AGREEMENT NO. 156-2-CW-5.5**
COUNTY OF HINDS

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this "Agreement") between the Mississippi Department of Environmental Quality ("MDEQ"), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Gulfport, UEI Number: G8SCFJ32K4N5 ("SUBRECIPIENT", and together with MDEQ, the "Parties", and each, a "Party") to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure ("MCWI") Grant Program (the "Program") as specified in Article 4.

1. **SOURCE OF FUNDS**

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. **PROJECT**

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT's implementation of the project entitled "Debuys Road Sewer Pump Station - Force Main Connection to West Biloxi Wastewater Treatment Plant" (the "Project").

3. **PURPOSE**

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT's infrastructure. The Project is not for Research and Development.

4. **SCOPE OF WORK**

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the "Work").

5. **TERMS AND CONDITIONS**

SUBRECIPIENT is subject to U.S. Treasury's regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget

("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **$516,067.50**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **$238,392.70**;

ii. The Local Fiscal Recovery Funds ("LFRF") received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **$238,392.70**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality ("Transferred LFRF") shall not exceed **$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match ("Other Funds") shall not exceed **$39,282.10**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **$20,642.70**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Two Hundred Thirty-Eight Thousand Three Hundred Ninety-Two Dollars and Seventy Cents ($238,392.70)** (the "Maximum Amount").

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT's expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ's receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, "Reimbursement Requests"), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at https://www.mswaterinfrastructure.com. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. AMENDMENTS OR MODIFICATION

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. PROGRESS REPORTS

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

REPORTING PERIOD	DEADLINE
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. FAILURE TO TIMELY PERFORM

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. CONTRACTS

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled "Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program."

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.*[1]

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement 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 MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. REPRESENTATION REGARDING CONTINGENT FEES

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

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[1] https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf.

17. REPRESENTATION REGARDING GRATUITIES

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. UNIFORM ADMINISTRATIVE REQUIREMENTS

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 ("UG"), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview" found at https://www.mswaterinfrastructue.com.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT's responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.[2]

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).[3]

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[2] https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf

[3] http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.[4]

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

i. cancel the stop work order; or

ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and

ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

[4] https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf

accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT's performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

(1) The nature of the additional requirements;
(2) The reason why the additional requirements are being imposed;
(3) The nature of the action needed to remove the additional requirement, if applicable;
(4) The time allowed for completing the actions if applicable; and
(5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

(1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
(2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
(3) More frequent monitoring by MDEQ; and/or
(4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

(1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
(2) Disallowing payments to SUBRECIPIENT; and/or
(3) Requiring repayment for disallowed cost items; and/or
(4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

(1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
(2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
(3) Terminate funding to SUBRECIPIENT in the current year; and/or
(4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration's independent agency Agreement website for public access at https://www.transparency.mississippi.gov. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT's choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 <u>only if</u> all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ https://www.mswaterinfrastructure.com web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. COMPLIANCE WITH MISS. CODE ANN. § 31-5-37

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars ($5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. CONFLICT OF INTEREST

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. EVALUATION

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:	Attention: MCWI Contract Administration 515 East Amite Street P.O. Box 2249 Jackson, MS 39201 E-mail: MCWIdocuments@mdeq.ms.gov
If to SUBRECIPIENT:	Attention: Mayor Billy Hewes P.O. Box 1780 Gulfport, MS 39502 Phone: (228) 868-5801 E-mail: mayorsoffice@gulfport-ms.gov

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

7/5/23
Date

CITY OF GULFPORT

Mayor Billy Hewes
Signature of Authorized Representative

Billy Hewes
Billy Hewes
Printed Name

Mayor
Title

June 7, 2023
Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Debuys Road Sewer Pump Station - Force Main Connection to West Biloxi Wastewater Treatment Plant

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

> The Project includes repairing existing force main and associated appurtenances and re-routing the wastewater from the North Gulfport Wastewater Treatment Plant to the West Biloxi Wastewater Treatment Plant.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ https://www.mswaterinfrastructure.com web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;

b. On or about October 2, 2023, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;

c. On or about October 16, 2023, advertise each construction contract for bids;

d. On or about November 30, 2023, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;

f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);

g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;

h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;

i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;

j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;

k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;

l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;

m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at https://www.mswaterinfrastructure.com.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.

2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.

3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.

4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.

5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

MEMORANDUM OF UNDERSTANDING
Between
Gulfport City Council
and
Mayor Billy Hewes

This Memorandum of Understanding ("MOU") is entered into by and between the City of Gulfport ("Municipality") City Council ("Council") and the Mayor of Gulfport ("Mayor"), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

WHEREAS, the Council, is designated to accept and administer funds from the federal American Rescue Plan Act ("ARPA"), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "Act"), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, the Mayor is tasked with overseeing the day-to-day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

WHEREAS, the Council must approve the Municipality's budget and the Mayor executes the expenditures; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the Municipality's ARPA State and Local Fiscal Recovery Funds ("Funds") for those purposes set forth in the Subaward Agreement between the City of Gulfport and the Mississippi Department of Environmental Quality ("MDEQ"), MDEQ Agreement No. **157-2-DW-5.15** set forth in Attachment "A", hereby adopted and incorporated by reference herein, along with any current or future modifications thereto ("MDEQ Subaward Agreement").

II. Conditions and Scope

The Council agrees to appropriate and the Mayor agrees to expend the Funds to perform the "Scope of Work," as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the "Project" as set forth in Article 2 of the MDEQ Subaward Agreement.

III. Amount

The Council agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

a. The Council agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this the 3rd day of July, 2024.

RUSH WALKER

President, Gulfport City Council

Agreed to this the 3rd day of July, 2024.

Mayor, The City of Gulfport

ATTACHMENT "A"

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT

STATE OF MISSISSIPPI
COUNTY OF HINDS

MDEQ AGREEMENT NO. 157-2-DW-5.15

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this "Agreement") between the Mississippi Department of Environmental Quality ("MDEQ"), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Gulfport, UEI Number: G8SCFJ32K4N5 ("SUBRECIPIENT", and together with MDEQ, the "Parties", and each, a "Party") to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure ("MCWI") Grant Program (the "Program") as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT's implementation of the project entitled "Mississippi Infrastructure Modernization Act - Paving Infrastructure" (the "Project").

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT's infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the "Work").

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury's regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget

("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **$3,057,892.50**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **$1,412,565.70**;

ii. The Local Fiscal Recovery Funds ("LFRF") received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **$1,412,565.70**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality ("Transferred LFRF") shall not exceed **$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match ("Other Funds") shall not exceed **$232,761.10**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **$122,315.70**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Million Four Hundred Twelve Thousand Five Hundred Sixty-Five Dollars and Seventy Cents ($1,412,565.70)** (the "Maximum Amount").

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT's expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ's receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, "Reimbursement Requests"), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at https://www.mswaterinfrastructure.com. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. AMENDMENTS OR MODIFICATION

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. PROGRESS REPORTS

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

REPORTING PERIOD	DEADLINE
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. FAILURE TO TIMELY PERFORM

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. CONTRACTS

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled "Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program."

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.*[1]

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement 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 MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. REPRESENTATION REGARDING CONTINGENT FEES

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

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[1] https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf.

17. REPRESENTATION REGARDING GRATUITIES

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. UNIFORM ADMINISTRATIVE REQUIREMENTS

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 ("UG"), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview" found at https://www.mswaterinfrastructure.com.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT's responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.[2]

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).[3]

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[2] https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf

[3] http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.[4]

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

i. cancel the stop work order; or

ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and

ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

[4] https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf

accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT's performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

(1) The nature of the additional requirements;
(2) The reason why the additional requirements are being imposed;
(3) The nature of the action needed to remove the additional requirement, if applicable;
(4) The time allowed for completing the actions if applicable; and
(5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

(1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
(2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
(3) More frequent monitoring by MDEQ; and/or
(4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

(1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
(2) Disallowing payments to SUBRECIPIENT; and/or
(3) Requiring repayment for disallowed cost items; and/or
(4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

(1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
(2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
(3) Terminate funding to SUBRECIPIENT in the current year; and/or
(4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration's independent agency Agreement website for public access at https://www.transparency.mississippi.gov. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT's choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ https://www.mswaterinfrastructure.com web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars ($5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:

Attention:
Wayne Miller
4050 Hewes Avenue
Gulfport, MS 39507
Phone: (228) 518-0232
E-mail: wmiller@gulfport-ms.gov

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

_____
Chris Wells
Executive Director

_____
Date

CITY OF GULFPORT

_____
Mayor Billy Hewes
Signature of Authorized Representative

Billy Hewes
_____
Billy Hewes
Printed Name

Mayor
_____
Title

July 19, 2023
_____
Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Mississippi Infrastructure Modernization Act - Paving Infrastructure

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

> The Project includes repairing or replacing outdated, undersized and/or damaged water, sewer, and drainage infrastructure across the City.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ https://www.mswaterinfrastructure.com web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;

b. On or about October 2, 2023, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;

c. On or about October 17, 2023, advertise each construction contract for bids;

d. On or about December 1, 2023, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;

f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);

g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;

h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;

i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;

j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;

k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;

l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;

m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at https://www.mswaterinfrastructure.com.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.

2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.

3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.

4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.

5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the 18th day of July, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING SUBAWARD AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REGARDING THE MISSISSIPPI INFRASTRUCTURE MODERNIZATION ACT – PAVING INFRASTRUCTURE PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to undertake a project to repair or replace outdated, undersized and/or damaged water, sewer and drainage infrastructure across the City in connection with paving projects around the City; and

WHEREAS, the City of Gulfport was awarded grant funds from the Mississippi Municipality and County Water Infrastructure Grant Program in the amount up to $1,412,565.70 to go towards the total estimated cost of the project of $3,057,892.50, with the remainder of the funding from the project to come from funds received by the City pursuant to the American Rescue Plan Act as set forth more fully in the attached Subaward Agreement (see Exhibit "A" attached); and

WHEREAS, MDEQ presented a Subaward Agreement (see Exhibit "A" attached) to the City concerning the award of said state funds to the City, and the same has been reviewed and is believed to be in the best interest of the City of Gulfport that the City enter into the same with MDEQ.

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 Subaward Agreement between the City and the Mississippi Department of Environmental Quality attached hereto as Exhibit "A" be and the same is hereby approved, and the Mayor be and he is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect as provided by law.

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

YEAS:	**NAYS:**	**ABSENT:**
Casey	**None**	**Sharp**
Roland		
Holmes-Hines		
Walker		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 18th day of July, 2023.

CITY OF GULFPORT SEAL MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

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

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 19th day of July, 2023.

APPROVED:

Billy Hewes, Mayor

MEMORANDUM OF UNDERSTANDING
Between
Gulfport City Council
and
Mayor Billy Hewes

This Memorandum of Understanding ("MOU") is entered into by and between the City of Gulfport ("Municipality") City Council ("Council") and the Mayor of Gulfport ("Mayor"), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

WHEREAS, the Council, is designated to accept and administer funds from the federal American Rescue Plan Act ("ARPA"), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "Act"), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, the Mayor is tasked with overseeing the day-to-day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

WHEREAS, the Council must approve the Municipality's budget and the Mayor executes the expenditures; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the Municipality's ARPA State and Local Fiscal Recovery Funds ("Funds") for those purposes set forth in the Subaward Agreement between the City of Gulfport and the Mississippi Department of Environmental Quality ("MDEQ"), MDEQ Agreement No. **150-2-CW-5.5** set forth in Attachment "A", hereby adopted and incorporated by reference herein, along with any current or future modifications thereto ("MDEQ Subaward Agreement").

II. Conditions and Scope

The Council agrees to appropriate and the Mayor agrees to expend the Funds to perform the "Scope of Work," as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the "Project" as set forth in Article 2 of the MDEQ Subaward Agreement.

III. Amount

The Council agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

a. The Council agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this the 3rd day of July, 2024.

President, Gulfport City Council

Agreed to this the 3rd day of July, 2024.

Mayor, The City of Gulfport

ATTACHMENT "A"

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT

STATE OF MISSISSIPPI **MDEQ AGREEMENT NO. 150-2-CW-5.5**
COUNTY OF HINDS

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this "Agreement") between the Mississippi Department of Environmental Quality ("MDEQ"), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Gulfport, UEI Number: G8SCFJ32K4N5 ("SUBRECIPIENT", and together with MDEQ, the "Parties", and each, a "Party") to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure ("MCWI") Grant Program (the "Program") as specified in Article 4.

1. **SOURCE OF FUNDS**

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. **PROJECT**

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT's implementation of the project entitled "North Gulfport Wastewater Treatment Plant - Headworks" (the "Project").

3. **PURPOSE**

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT's infrastructure. The Project is not for Research and Development.

4. **SCOPE OF WORK**

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the "Work").

5. **TERMS AND CONDITIONS**

SUBRECIPIENT is subject to U.S. Treasury's regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **$11,452,077.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **$5,290,183.08**;

ii. The Local Fiscal Recovery Funds ("LFRF") received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **$5,290,183.08**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality ("Transferred LFRF") shall not exceed **$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match ("Other Funds") shall not exceed **$871,710.84**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **$458,083.08**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Five Million Two Hundred Ninety Thousand One Hundred Eighty-Three Dollars and Eight Cents ($5,290,183.08)** (the "Maximum Amount").

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT's expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ's receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, "Reimbursement Requests"), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at https://www.mswaterinfrastructure.com. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. AMENDMENTS OR MODIFICATION

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. PROGRESS REPORTS

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

REPORTING PERIOD	DEADLINE
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. FAILURE TO TIMELY PERFORM

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. CONTRACTS

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled "Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program."

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.*[1]

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement 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 MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. REPRESENTATION REGARDING CONTINGENT FEES

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

[1] https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf.

17. REPRESENTATION REGARDING GRATUITIES

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. UNIFORM ADMINISTRATIVE REQUIREMENTS

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 ("UG"), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview" found at https://www.mswaterinfrastructure.com.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT's responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.[2]

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).[3]

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[2] https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf

[3] http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.[4]

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

i. cancel the stop work order; or

ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and

ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

[4] https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf

accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT's performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

(1) The nature of the additional requirements;
(2) The reason why the additional requirements are being imposed;
(3) The nature of the action needed to remove the additional requirement, if applicable;
(4) The time allowed for completing the actions if applicable; and
(5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

(1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
(2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
(3) More frequent monitoring by MDEQ; and/or
(4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

(1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
(2) Disallowing payments to SUBRECIPIENT; and/or
(3) Requiring repayment for disallowed cost items; and/or
(4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

(1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
(2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
(3) Terminate funding to SUBRECIPIENT in the current year; and/or
(4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration's independent agency Agreement website for public access at https://www.transparency.mississippi.gov. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT's choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ https://www.mswaterinfrastructure.com web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars ($5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:	Attention: MCWI Contract Administration 515 East Amite Street P.O. Box 2249 Jackson, MS 39201 E-mail: MCWIdocuments@mdeq.ms.gov
If to SUBRECIPIENT:	Attention: Wayne Miller 4050 Hewes Avenue Gulfport, MS 39507 Phone: (228) 518-0232 E-mail: wmiller@gulfport-ms.gov

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

7/5/23
Date

CITY OF GULFPORT

Mayor Billy Hewes
Signature of Authorized Representative

Billy Hewes
Billy Hewes
Printed Name

Mayor
Title

June 7, 2023
Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

North Gulfport Wastewater Treatment Plant - Headworks

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project includes increasing and improving the headworks at North Gulfport Wastewater Treatment Plant.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ https://www.mswaterinfrastructure.com web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;

b. On or about May 1, 2024, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;

c. On or about May 31, 2024, advertise each construction contract for bids;

d. On or about July 15, 2024, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

e. On or about August 30, 2024, but no later than 60 days after receipt of bids on each construction contract, execute construction contract;

f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);

g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;

h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;

i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;

j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;

k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;

l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;

m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at https://www.mswaterinfrastructure.com.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.

2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.

3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.

4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.

5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit https://www.lep.gov.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT
AGREEMENT MODIFICATION #1

STATE OF MISSISSIPPI **MDEQ AGREEMENT NO. 150-2-CW-5.5**
COUNTY OF HINDS

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality ("MDEQ"), a pass-through entity as defined in 2 C.F.R. 200.1, and the City of Gulfport, UEI Number: G8SCFJ32K4N5 ("SUBRECIPIENT", and together with MDEQ, the "Parties", and each, a "Party") which was entered into on the 5TH day of July 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required:

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

Section 7. **CONSIDERATION AND PAYMENT**, Subsections A-C. are revised as follows:

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **$19,000,000.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **$8,066,823.54**;

ii. The Local Fiscal Recovery Funds ("LFRF") received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **$8,066,823.54**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality ("Transferred LFRF") shall not exceed **$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match ("Other Funds") shall not exceed **$2,866,352.92**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **$760,000.00**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with

MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Eight Million Sixty-Six Thousand Eight Hundred Twenty-Three Dollars and Fifty-Four Cents ($8,066,823.54)** (the "Maximum Amount").

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT's expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

{Signature Page Follows}

Except as it is modified by the provisions of **Agreement Modification No. 1,** this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

12/8/23
Date

CITY OF GULFPORT

Mayor Billy Hewes
Signature of Authorized Representative

Billy Hewes
Billy Hewes
Printed Name

Mayor
Title

November 8, 2023
Date

MEMORANDUM OF UNDERSTANDING
Between
Gulfport City Council
and
Mayor Billy Hewes

This Memorandum of Understanding ("MOU") is entered into by and between the City of Gulfport ("Municipality") City Council ("Council") and the Mayor of Gulfport ("Mayor"), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

WHEREAS, the Council, is designated to accept and administer funds from the federal American Rescue Plan Act ("ARPA"), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "Act"), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, the Mayor is tasked with overseeing the day-to-day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

WHEREAS, the Council must approve the Municipality's budget and the Mayor executes the expenditures; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the Municipality's ARPA State and Local Fiscal Recovery Funds ("Funds") for those purposes set forth in the Subaward Agreement between the City of Gulfport and the Mississippi Department of Environmental Quality ("MDEQ"), MDEQ Agreement No. **149-2-CW-5.5** set forth in Attachment "A", hereby adopted and incorporated by reference herein, along with any current or future modifications thereto ("MDEQ Subaward Agreement").

II. Conditions and Scope

The Council agrees to appropriate and the Mayor agrees to expend the Funds to perform the "Scope of Work," as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the "Project" as set forth in Article 2 of the MDEQ Subaward Agreement.

III. Amount

The Council agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

a. The Council agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this the 3rd day of July, 2024.

RUSH WALKER

President, Gulfport City Council

Agreed to this the 3rd day of July, 2024.

Mayor, The City of Gulfport

ATTACHMENT "A"

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT

STATE OF MISSISSIPPI **MDEQ AGREEMENT NO. 149-2-CW-5.5**
COUNTY OF HINDS

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this "Agreement") between the Mississippi Department of Environmental Quality ("MDEQ"), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Gulfport, UEI Number: G8SCFJ32K4N5 ("SUBRECIPIENT", and together with MDEQ, the "Parties", and each, a "Party") to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure ("MCWI") Grant Program (the "Program") as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT's implementation of the project entitled "North Gulfport Wastewater Treatment Plant - Sand Filters" (the "Project").

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT's infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the "Work").

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury's regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **$11,082,125.92**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **$5,119,287.54**;

ii. The Local Fiscal Recovery Funds ("LFRF") received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **$5,119,287.54**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality ("Transferred LFRF") shall not exceed **$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match ("Other Funds") shall not exceed **$843,550.84**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **$443,285.04**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Five Million One Hundred Nineteen Thousand Two Hundred Eighty-Seven Dollars and Fifty-Four Cents ($5,119,287.54)** (the "Maximum Amount").

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT's expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ's receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, "Reimbursement Requests"), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at https://www.mswaterinfrastructure.com. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. AMENDMENTS OR MODIFICATION

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. PROGRESS REPORTS

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

REPORTING PERIOD	DEADLINE
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. FAILURE TO TIMELY PERFORM

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. CONTRACTS

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled "Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program."

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.*[1]

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement 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 MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. REPRESENTATION REGARDING CONTINGENT FEES

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

[1] https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf.

17. REPRESENTATION REGARDING GRATUITIES

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. UNIFORM ADMINISTRATIVE REQUIREMENTS

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 ("UG"), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview" found at https://www.mswaterinfrastructue.com.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT's responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.[2]

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).[3]

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[2] https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf

[3] http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.[4]

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

i. cancel the stop work order; or

ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and

ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

[4] https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf

accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT's performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

(1) The nature of the additional requirements;
(2) The reason why the additional requirements are being imposed;
(3) The nature of the action needed to remove the additional requirement, if applicable;
(4) The time allowed for completing the actions if applicable; and
(5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

(1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
(2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
(3) More frequent monitoring by MDEQ; and/or
(4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

(1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
(2) Disallowing payments to SUBRECIPIENT; and/or
(3) Requiring repayment for disallowed cost items; and/or
(4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

(1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
(2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
(3) Terminate funding to SUBRECIPIENT in the current year; and/or
(4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration's independent agency Agreement website for public access at https://www.transparency.mississippi.gov. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT's choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ https://www.mswaterinfrastructure.com web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. COMPLIANCE WITH MISS. CODE ANN. § 31-5-37

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars ($5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. CONFLICT OF INTEREST

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. EVALUATION

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:	Attention: MCWI Contract Administration 515 East Amite Street P.O. Box 2249 Jackson, MS 39201 E-mail: MCWIdocuments@mdeq.ms.gov
If to SUBRECIPIENT:	Attention: Mayor Billy Hewes P.O. Box 1780 Gulfport, MS 39502 Phone: (228) 868-5801 E-mail: mayorsoffice@gulfport-ms.gov

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

7/5/23
Date

CITY OF GULFPORT

Mayor Billy Hewes
Signature of Authorized Representative

Billy Hewes
Billy Hewes
Printed Name

Mayor
Title

June 7, 2023
Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

North Gulfport Wastewater Treatment Plant - Sand Filters

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project includes replacement of the sand filter and anthracite system at the North Gulfport Wastewater Treatment Plant.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ https://www.mswaterinfrastructure.com web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;

b. On or about October 2, 2023, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;

c. On or about October 16, 2023, advertise each construction contract for bids;

d. On or about November 30, 2023, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;

f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);

g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;

h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;

i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;

j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;

k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;

l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;

m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at https://www.mswaterinfrastructure.com.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.

2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.

3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.

4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.

5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

MEMORANDUM OF AGREEMENT
BETWEEN
THE GOVERNMENT (NAVSURFWARCENDIV CRANE) AND THE AGENCY;
Gulfport Police Department

FOR THE ELECTRO-OPTIC LOAN PROGRAM

This is a memorandum of agreement (MOA) between The Government (Crane Division, Naval Surface Warfare Center (NAVSURFWARCENDIV)) and the Agency,
Gulfport Police Department
When referred to collectively, The Government and the Agency are referred to as the "Parties."

1.0 BACKGROUND

The Law Enforcement Electro-Optics Loan Program was formalized at NAVSURFWARCENDIV Crane in August of 1999 in accordance with SECNAVINST 5820.7C. The goal of the program is to optimize taxpayer's money by extending the useful life of military electro-optics equipment and provide law enforcement officials with a significant crime fighting capability they otherwise may not be able to afford.

2.0 AUTHORITIES

This Agreement is entered into pursuant to the authority of DoDI 4000.19, of 16 December 2020 and SECNAVINST 5820.7C.

3.0 PURPOSE AND SCOPE

The purpose of this Agreement is to extend NAVSURFWARCENDIV Crane cooperation with civilian law enforcement officials to the maximum extent practicable, consistent with the policy and procedures set forth in DoDI 4000.19.

4.0 RESPONSIBILITIES OF THE PARTIES

4.1 The Government will -

4.1.1 Upon approval of the request for the loan of equipment, an authorized official of NAVSURFWARCENDIV Crane shall execute a DD Form 1348-1A Issue/Receipt Document. The custodial document shall include the date of receipt, the name of the official signing out and returning the equipment, the office telephone number of the official, Agreement number, and equipment serial numbers.

4.1.2 Repair or replace equipment provided under this agreement at its discretion, inclusive of assessment of any costs, during the term of the agreement if failure of operation is caused by other than normal use. Requests for same may be made to NAVSURFWARCENDIV Crane Point of Contact identified in paragraph 6.1.1.1.

4.1.3 In replacement scenarios, all transactions will be documented in the DD Form 1348-1A Issue/Receipt Document indicating a serial number for serial number exchange. Consideration for exchanges of equipment that fails to perform during normal use is included in the agreement fee and is therefore not subject to additional costs. Federal/State/Local law enforcement agencies will not receive consideration or extension for any period of time during the agreement that equipment should fail or become inoperable.

4.1.4 The resources to be provided are identified in Block 6 of this agreement. NAVSURFWARCENDIV Crane personnel made available for the operation of any loaned equipment shall not become directly involved in the law enforcement activities such as interdiction of vehicles, search and seizures, arrests, apprehension, stop and frisk, surveillance, or other activities proscribed by federal law and regulation, of any state/local law enforcement agency.

4.2 The Agency will -

4.2.1 The receipt, transportation and return of all equipment is the sole responsibility of the requesting State/Local law enforcement agency who shall designate in writing a representative authorized to ship and receive equipment to and from NAVSURFWARCENDIV Crane.

4.2.2 State/Local law enforcement agency shall make all reasonable attempts to protect the equipment from becoming damaged, lost, or stolen. Federal/State/Local Law enforcement agencies renewing a prior active Agreement, verify by signing this Agreement that all prior equipment provided is still accounted for and in their possession.

4.3. Both Parties will -

4.3.1 Ensure Points of Contact in 6.1 are updated as required by administrative changes.

5.0 PERSONNEL

There are no anticipated personnel responsibilities identified in this MOA.

6.0 GENERAL PROVISIONS

6.1 POINTS OF CONTACT (POCs). The following POCs will be used by the Parties to communicate matters concerning this MOA. Each Party may change its POC upon reasonable notice to the other Party.

6.1.1 For the Government -

6.1.1.1 NAVSURFWARCENDIV Crane Point of Contact under this agreement for equipment, facilities, and/or training, either oral or by email shall be sent to:

Mr. Scott D. Arthur

812-854-6650

scott.d.arthur2.civ@us.navy.mil

6.1.1.2 Position, office identification, phone number and email of alternate POC:

Ms. Tracy Hersman

812-381-0892

tracy.r.hersman.civ@us.navy.mil

6.1.2 For the Agency -

6.1.2.1 Position, office identification, phone number and email of primary POC:

Name: Gulfport Police Department

Phone Number: (228) 868-5906

Email Address:

Fax Number: (228) 868-5905

6.2 CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the Government, to:

Commanding Officer
Naval Surface Warfare Center
300 HWY 361
Electro-Optic Technology Division, Bldg. 2044, Attn: S. Arthur
Crane, IN 47522

and, if to the Agency, to (insert mailing address):
P.O. Box S
Shipping: 2220 15th Street Gulfport, 39501
Gulfport,

Mississippi 39502
or as may from time to time otherwise be directed by the Parties.

6.3 REVIEW OF AGREEMENT. This MOA will be reviewed on or around the anniversary of its effective date annually for updates to equipment loaned and financial requirements.

6.4 MODIFICATION OF AGREEMENT. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

6.5 DISPUTES. Any disputes relating to this MOA will, subject to any applicable law, Executive Order, or DoD issuance, be resolved by consultation between the Parties.

6.6 TERMINATION OF AGREEMENT. This MOA may be terminated by either Party by giving at least 10 days' written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

6.7 TRANSFERABILITY. This MOA is not transferable except with the written consent of the Parties.

6.8 ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.

6.9 EFFECTIVE DATE. This MOA takes effect beginning on the day after the last Party signs.

6.10 EXPIRATION DATE. This MOA expires on AUG 8, 2025

6.11 CANCELLATION OR MODIFICATION OF PREVIOUS AGREEMENT. This MOA modifies or cancels and supersedes the previously signed agreement between the same Parties.

6.12 NO THIRD PARTY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Parties.

6.13 SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

6.14 OTHER FEDERAL AGENCIES. This MOA does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation.

7.0 FINANCIAL DETAILS

7.1 AVAILABILITY OF FUNDS. This MOA does not document the obligation of funds between the Parties. The obligation of funds by the Parties, resulting from this MOA, is subject to the availability of funds pursuant to the DoD Financial Management Regulation. No provision in this MOA will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Section 1341 of Title 31, United States Code.

7.2. BILLING. The Agency will provide the Government with payment via Automated Cleaning House (ACH) or Wire Transfer with the acceptance of this MOA in accordance with the procedures of the Government.

7.3. PAYMENT OF BILLS. The Agency's paying office will forward payments, along with a copy of the signed MOA, to The Government within 30 calendar days. Bills rendered will not be subject to audit in advance of payment.

Notification of payment MUST be sent to mailbox--cran_wire_transfers@navy.mil and patricia.l.graves6.civ@us.navy.mil.

For ACH:

Bank Name:	Credit Gateway
Address:	60 Livingston Avenue St. Paul, MN 55107
RTN/ABA:	051036706
A/C:	801700778009

For Wire Transfer:

Bank Name:	U.S. Treasury
Address:	1500 Pennsylvania Avenue NW Washington, DC 20220
Country:	USA
RTN/ABA:	021030004
Account Name:	DFAS-Cleveland
Account Number:	801700778009

Checks:

Must be made out to:
US TREASURY or DFAS.

(All others will be returned)

Mailed to:
Commanding Officer
Naval Surface Warfare Center
300 HWY 361
Electro Optic Technology Division, Bldg. 2044, Attn: S. Arthur
Crane, IN 47522

7.4. FINANCIAL SPECIFICS. See Attachment A for all other details and information on the reimbursable support identified in this MOA.

7.5. ECONOMY ACT DETERMINATION. If the MOA is being entered into in accordance with Section 1535 of Title 31, United States Code (the Economy Act), both Parties agree that the requirements listed in Paragraph (a) of the Economy Act have been met.

8.0 LIST OF ATTACHMENTS: Attachment A.

AGREED: [Approval authority signatures will never be alone on a blank page]

ACCEPTANCE OF AGREEMENT on behalf of:

Gulfport Police Department

by: **X** _____ 8/7/24
Signature Date

Mayor Billy Hewes
Type Name and Title

Gulfport Police Department
Name of Law Enforcement Agency

ACCEPTANCE OF AGREEMENT on behalf of NAVSURFWARCENDIV Crane by:

X _____ 25 Jan 2024
BRANDON J. BOEGLIN **Date**
By direction
NSWC Crane

ATTACHMENT A

Department of the Navy
Naval Surface Warfare Center, Crane Division
300 Hwy 361, Bldg. 2044, Electro-Optic Technology Division
Crane, Indiana 47522

Cooperation With Civilian Law Enforcement Officials Agreement
Agreement entered into pursuant to SECNAV Instruction 5820.7C and NSWCCRANEINST 5700.1

1a. Federal/State/Local Law Enforcement Agency Name: Gulfport Police Department	2. Agreement Number: N00164LE1228-24
	3. Agreement Start/Renewal Date: AUG 8, 2024
1b. Agency Mailing Address: P.O. Box S Shipping: 2220 15th Street Gulfport, 39501 Gulfport, State: Mississippi Zip Code: 39502	4. Agreement Termination Date: AUG 8, 2025
	5. Estimated Total Cost (See paragraph III Terms and Conditions below): $ 4,800.00

6. Statement of Supplies/Services to be Furnished:

Designation, Nomenclature, Stock Number Replacement Value, & Serial Numbers	Qty	Unit Price	Amount
AN/PVS-18, Night Vision Pocketscope, NSN: 5855-01-433-1217; Repl Value $3,000 each	16	$300.00	$ 4,800.00
Serial Numbers: X6936; X10359; X10435; X10499; X10671; X10675; X10717; X10823; X12196; X12217; X4810; X4947; X5406; X5725; X5961; X6902			
Select an Item		$300.00	$ 0.00
Serial Numbers:			
Select an Item		$300.00	$ 0.00
Serial Numbers:			
Select an Item		$300.00	$ 0.00
Serial Numbers:			
Select an Item		$300.00	$ 0.00
Serial Numbers:			
Select an Item		$300.00	$ 0.00
Serial Numbers:			
Select an Item		$300.00	$ 0.00
Serial Numbers:			
	Total	$ 4,800.00	

7. Points of Contact	
Primary Federal/State/Local Law Enforcement Agency Official (Name):	Financial/Admin Federal/State/Local Law Enforcement Agency POC (Name):
Mayor Billy Hewes	Grants Manager April Gingerella
Phone: (228) 868-5906	Phone: (228) 868-5853 X6125
Fax: (228) 868-5905	Fax: (228) 868-5905
Email:	Email: agingerella@gulfport-ms.gov
Government Law Enforcement Program Manager (Name):	Government Agreement Administrator (Name):
Scott Arthur	**Debbie Owens, CTR**
Phone: **812-854-6650**	Phone: **812-854-4439**
Fax: **812-854-8559**	Fax: **812-854-8559**
Email: scott.d.arthur2.civ@us.navy.mil	Email: debbie.d.owens.ctr@us.navy.mil
Government Agreement Administrator (Name):	Government Agreement Administrator (Name):
Nancy Sherfick	**Mary-Ann Miller**
Phone: **812-854-2624**	Phone: **812-854-5140**
Fax: **812-854-8559**	Fax: **812-854-8559**
Email: nancy.l.sherfick.civ@us.navy.mil	Email: mary-ann.m.miller.civ@us.navy.mil

MEMORANDUM – CITY OF GULFPORT

Date: **AUGUST 20, 2024**

To: **Mayor Billy Hewes**
City Council Members

From: **Police Department**
Code Enforcement Division

Subject: **Chapter 3 Notice(s) to be made part of the minutes.**

RE: **Chapter 3 Notice(s) Of Certain Property Within The City Of Gulfport per the International Property Maintenance Code (IPMC) For The Said Properties Being Described:**

WARD 1

Parcel 1: 0710O-02-029.001. Lots 1 Thru 4 Blk 21 Gulfport Heights Sec 32-7-11. Property Located At 2814 46th Ave. For Violation Of Remove/Haul Off Trash & Debris, Remove Clutter And Debris, Remove/Relocate Rec Vehicle, Aultz Peggy Jean & Ladner Anna Case: 14724

WARD 2

Parcel 2: 1010J-02-087.000. -The Harris Family Trust- 2004-0005284-D-J1 Lot 9 Blk. 20 Great Southern Golf Estates Unit #4. Property Located At 2311 Jones St. For Violation Of Remove/Haul Off Trash & Debris, Make Necessary Repairs, Remove Clutter And Debris, Harris Milton -Trust- Case: 14247

Parcel 3: 1010N-04-009.000. Lot 1 Blk. 4 Cowan Road Homes Subd. Sec. 31-7-10. Property Located At 1903 Curcor Dr. For Violation Of Remove/Haul Off Trash & Debris, Make Necessary Repairs, Repair, Maintain Or Remove, Park In Approved Location, Remove Clutter And Debris, Kuhn Freddie D & Karen S Case: 14597

Parcel 4: 1010J-02-030.000. Lot 39 & W 21 Ft Of Lot 40 Blk. 10 Great Southern Golf Estates Unit #2. Property Located At 2319 Middlecoff Dr. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Remove Clutter And Debris, Oberlies Frederick J Case: 14632

Parcel 5: 1010N-01-011.000. Lot 14 Blk 2 Cowan Road Homes Annex Subd Unit # 2. Property Located At 2200 North St. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Secure Pool (Eg Erect Fence), Repair, Maintain Or Remove, Remove Clutter And Debris, Remove/Discard Used Appliances, Casper Steven Case: 14633

WARD 3

Parcel 6: 0910N-04-013.000. Lots 11 - 12 Blk 22 Revision Of Magnolia Grove. Property Located At 610 29th St. For Violation Of Remove/Haul Off Trash & Debris, Make Necessary Repairs, Correct Unsafe Conditions, Remove Clutter And Debris, Jones Herman Jr & Abenna -Trust- Case: 14293

Parcel 7: 0910M-03-023.000. Lots 33 - 34 Blk 17 Myrtle Resurvey. Property Located At 2932 5th Ave. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Remove Clutter And Debris, Alderman Charles L -Estate- Case: 14529

WARD 4

Parcel 8: 0808N-02-054.000. Lot 5 Blk 14 Bel-Aire Subd 6th Add. Property Located At 108 Deanna St. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Clutter And Debris, Remove Or Relocate Furniture, Cuevas William Kory & Jimie L Case: 14630

Parcel 9: 0808O-02-083.000. Lot 13 Bel-Aire Subd 7th Add. Property Located At 125 Ralph Dr. For Violation Of Make Necessary Repairs, Ray Marlene L -Estate- Case: 14655

Parcel 10: 0808O-02-100.000. Lot 105 Bel-Aire Subd 7th Add. Property Located At 114 Ralph Dr. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Remove Clutter And Debris, Gates Angie Case: 14657

WARD 5

Parcel 11: 1009N-02-048.000. Lot 9 Blk 9 Replat Of Brentwood Subd. Property Located At 9 Nottingham Cir. For Violation Of Remove Or Repair & Legally Tag, Repair, Maintain Or Remove, Das Holdings LLC Case: 14162

Parcel 12: 0907I-05-074.000. Lot 25 Blk 21 Re-Subd Of Biloxi River Estates Unit # 1. Property Located At 13334 Dee Ave. For Violation Of Remove/Haul Off Trash & Debris, Remove Vehicle, Remove/Relocate Rec Vehicle, Smith Wesley R Sr Case: 14490

WARD 6

Parcel 13: 0907M-02-007.000. Lots 29 - 32 Blk 2 National Tung Grove Corp Subd #2 Sec 35-6-11 Less E 5 Ft For Rd As Per Bk 1161/645. Property Located At 13063 Williams Rd. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Park In Approved Location, Remove Clutter And Debris, Remove/Relocate Rec Vehicle, Kendrick Debra Annette Case: 14401

Parcel 14: 0909C-01-016.011. Lot 292 Loren D. Heights Phase V. Property Located At 105 Cora Cir. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Clean And Sanitize Pool, Secure Pool (Eg Erect Fence), Repair, Maintain Or Remove, Repair, Maintain Or Remove. Beck Darnell D Case: 14623

WARD 7

Parcel 15: 0707H-02-002.065. Lot 65 Duckworth Pond Sec 29-6-11. Property Located At 14063 Anandale Cir. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Stop Major Repairs Or Dissembl, Flaherty Andre & Vanisa M Case: 13113

Parcel 16: 0708H-04-002.000. Lot 4 Crestview Subd. Property Located At 16053 Crestview Dr. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Park In Approved Location, Santos Ana Cecilia Case: 14405

Parcel 17: 0807P-01-044.133. Lot 52 Country Hills Subd Ph 2 Sec 34-6-11. Property Located At 14218 Beech Ct. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Repair, Maintain Or Remove, Correct Unsanitary Condition, Remove Clutter And Debris. Preedom Jillian Case: 14506

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 9, 2024

AULTZ PEGGY JEAN & LADNER ANNA
2814 46TH AVE
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: 0710O-02-029.001
2814 46TH AVE

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):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
RECREATIONAL EQUIPMENT ORD.	*RV/CAMPERS CAN NOT BE USED FOR SLEEPING/LIVING IN*

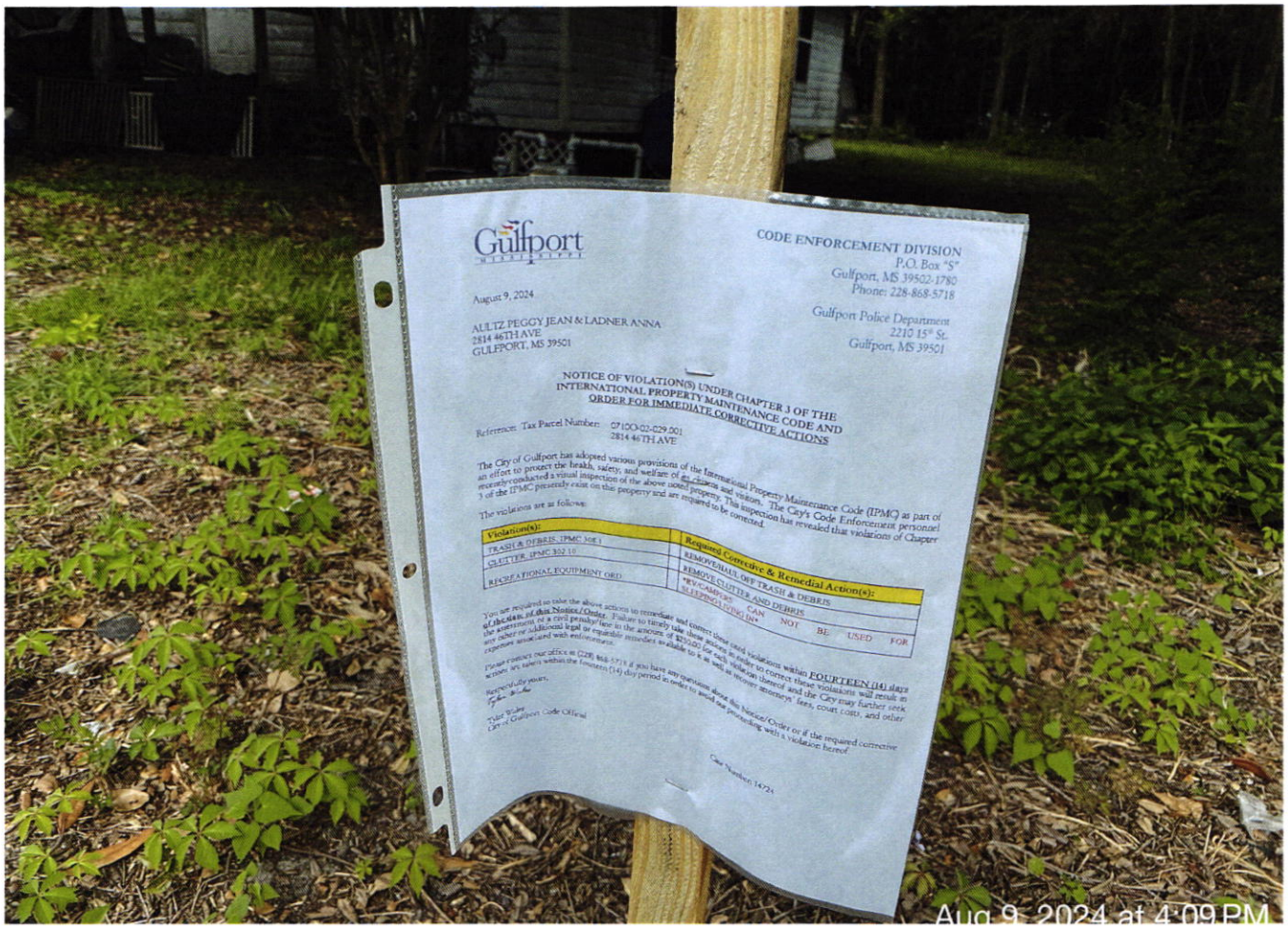
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 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,
Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 14724



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "5"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 9, 2024

AULTZ PEGGY JEAN & LADNER ANNA
2814 46TH AVE
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: 07100-02-029.001
2814 46TH AVE

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The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 302.10	REMOVE/HAUL OFF TRASH & DEBRIS
RECREATIONAL EQUIPMENT ORD.	REMOVE CLUTTER AND DEBRIS
	VIEW/CAMPERS CAN NOT BE USED FOR RECREATIONAL USE!

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 to remediate or correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation cited 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,

Tyler Bailey
City of Gulfport Code Official

Case Number: 14/24

Aug 9, 2024 at 4:09 PM

Aug 9, 2024 at 4:09 PM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 30, 2024

HARRIS MILTON -TRUSTEE-
2311 JONES ST
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 1010J-02-087.000
2311 JONES ST

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):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

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,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14247

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 30, 2024

HARRIS MILTON -TRUSTEE-
1501 BEACH BLVD
PASCAGOULA, MS 39567

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 1010J-02-087.000
2311 JONES ST

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):
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EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

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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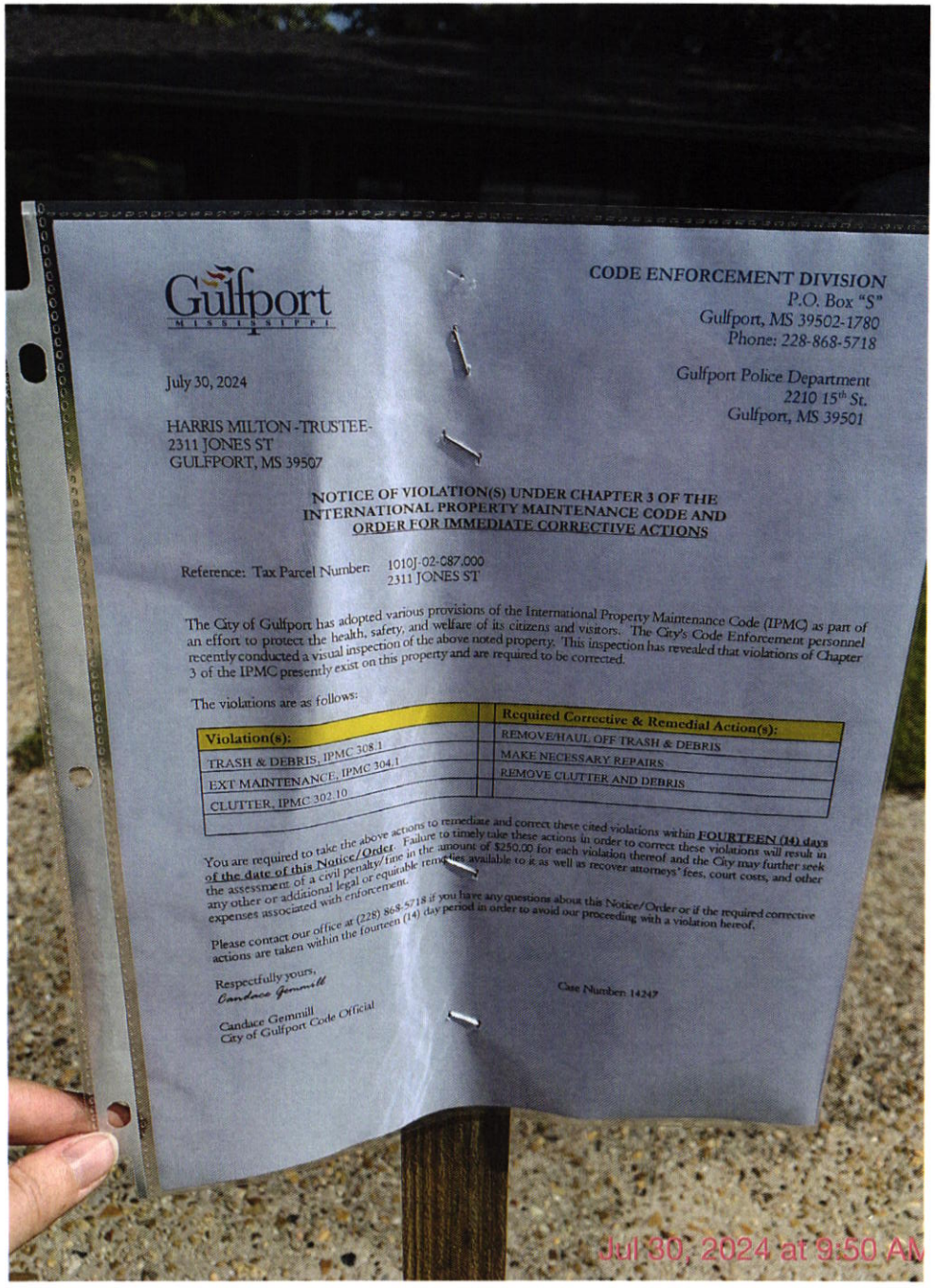
Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14247



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 30, 2024

HARRIS MILTON -TRUSTEE-
2311 JONES ST
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 1010J-02-087.000
2311 JONES ST

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):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14247

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 29, 2024

KUHN FREDDIE D & KAREN S
1903 CURCOR DR
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 1010N-04-009.000
1903 CURCOR DR

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):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 302.7		REPAIR, MAINTAIN OR REMOVE
IMPROPER PARKING IPMC 302.8.1		PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

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,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14597

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 29, 2024

KUHN FREDDIE D & KAREN S
904 AUGUSTINE DRIVE
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 1010N-04-009.000
1903 CURCOR DR

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):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 302.7		REPAIR, MAINTAIN OR REMOVE
IMPROPER PARKING IPMC 302.8.1		PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

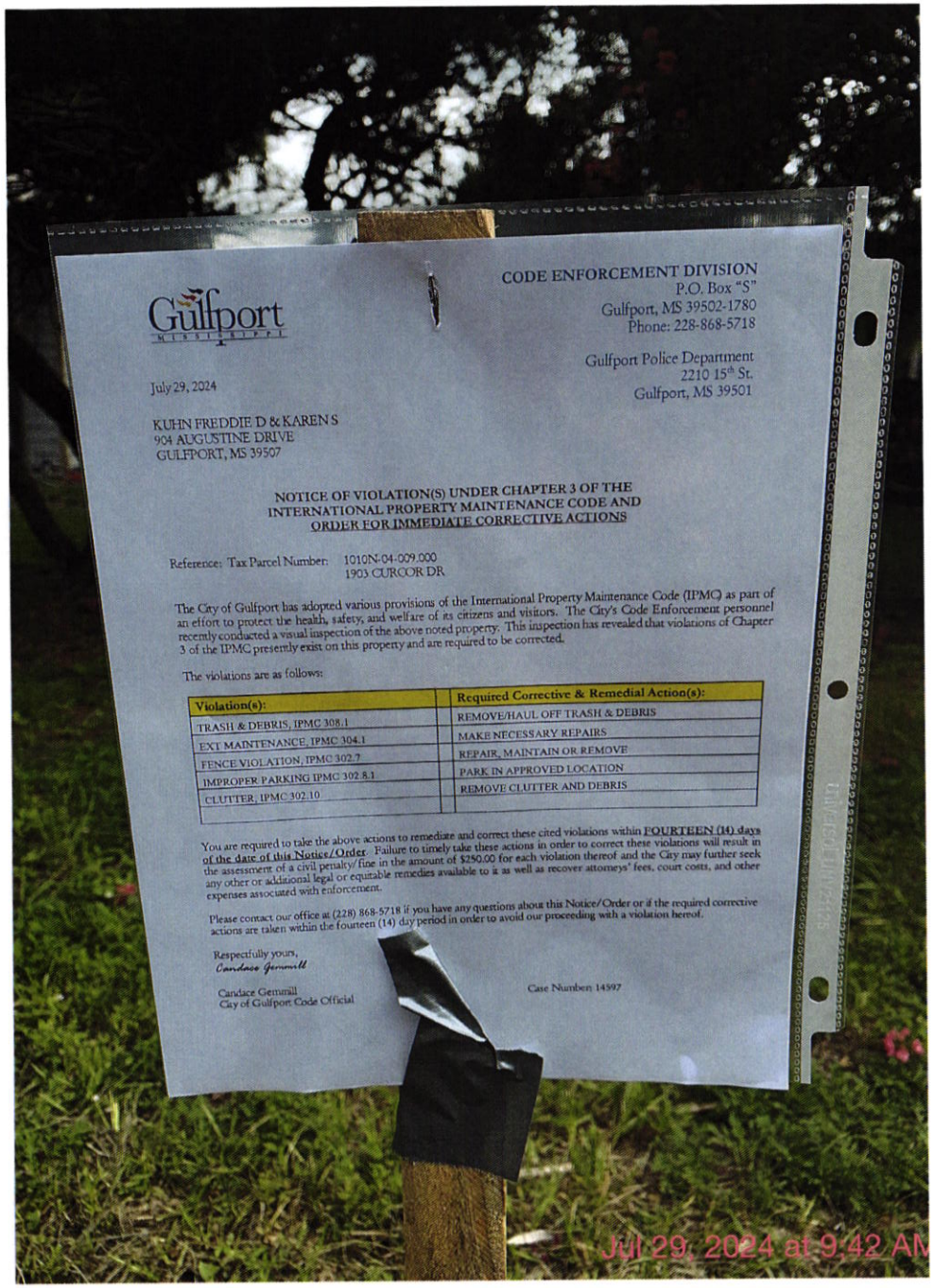
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 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,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14597



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 29, 2024

KUHN FREDDIE D & KAREN S
904 AUGUSTINE DRIVE
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 1010N-04-009.000
1903 CURCOR DR

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):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 302.7	REPAIR, MAINTAIN OR REMOVE
IMPROPER PARKING IPMC 302.8.1	PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14597

Jul 29, 2024 at 9:42 AM

Jul 09 2024 at 9:42 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 31, 2024

OBERLIES FREDERICK J
2319 MIDDLECOFF DR
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 1010J-02-030.000
2319 MIDDLECOFF DR

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&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

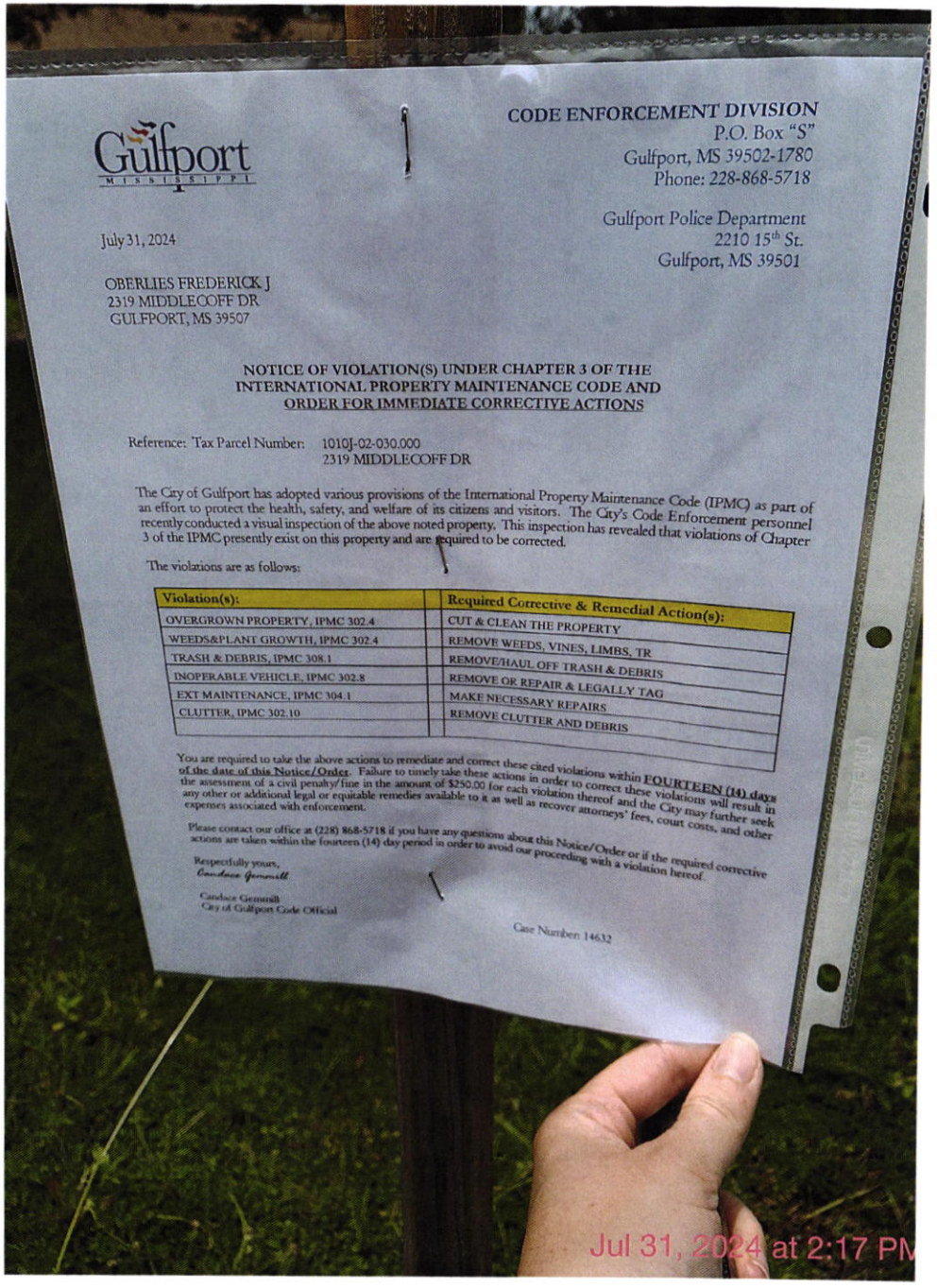
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 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,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14632



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 31, 2024

OBERLIES FREDERICK J
2319 MIDDLECOFF DR
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 1010J-02-030.000
2319 MIDDLECOFF DR

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&PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14632

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 31, 2024

CASPER STEVEN
2200 NORTH STREET
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 1010N-01-011.000
2200 NORTH ST

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):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
UNSECURE POOL, IPMC 303.2		SECURE POOL (EG ERECT FENCE)
FENCE VIOLATION, IPMC 302.7		REPAIR, MAINTAIN OR REMOVE
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
APPLIANCES OUTSIDE,IPMC 302.10		REMOVE/DISCARD USED APPLIANCES

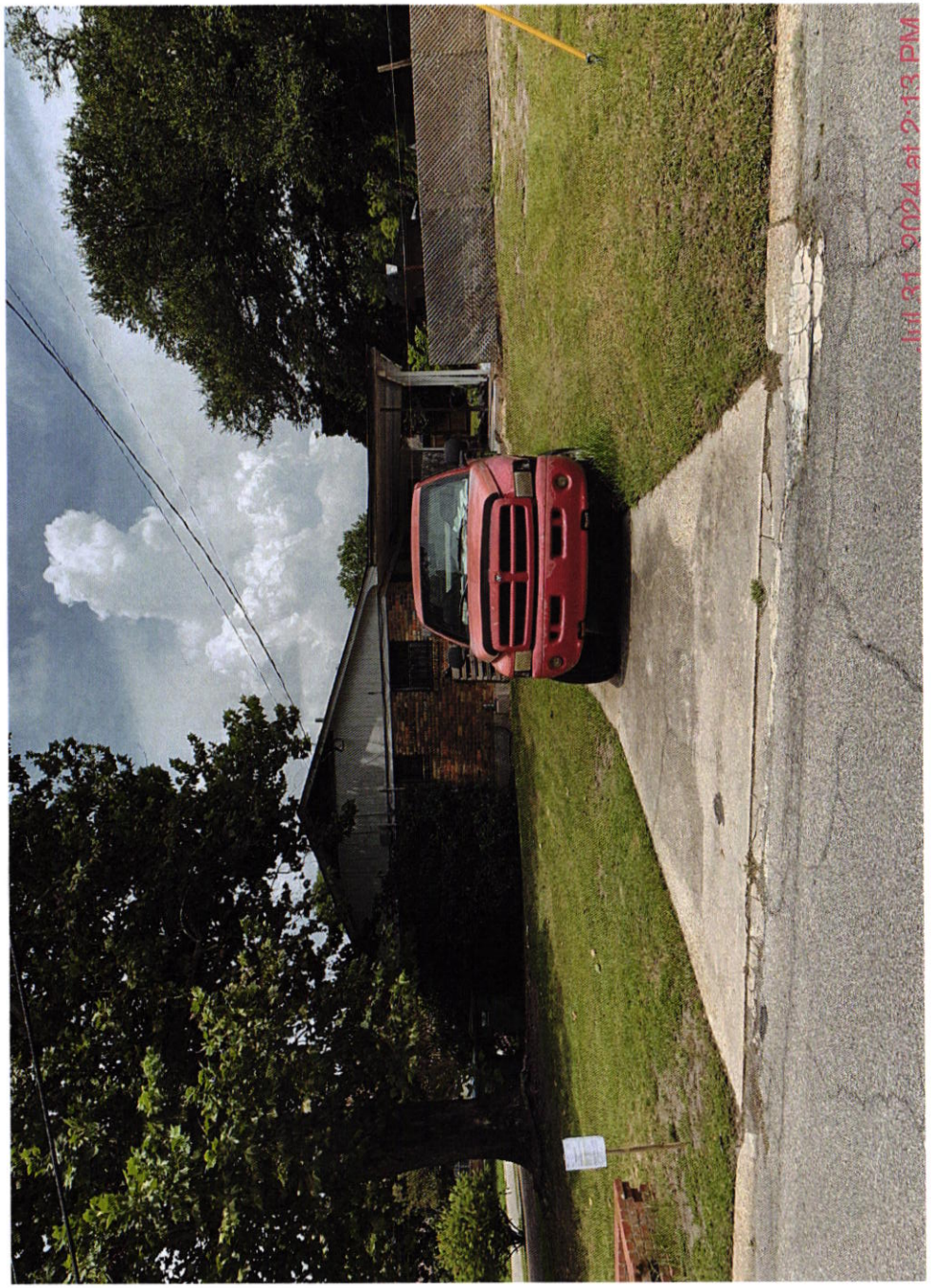
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 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.

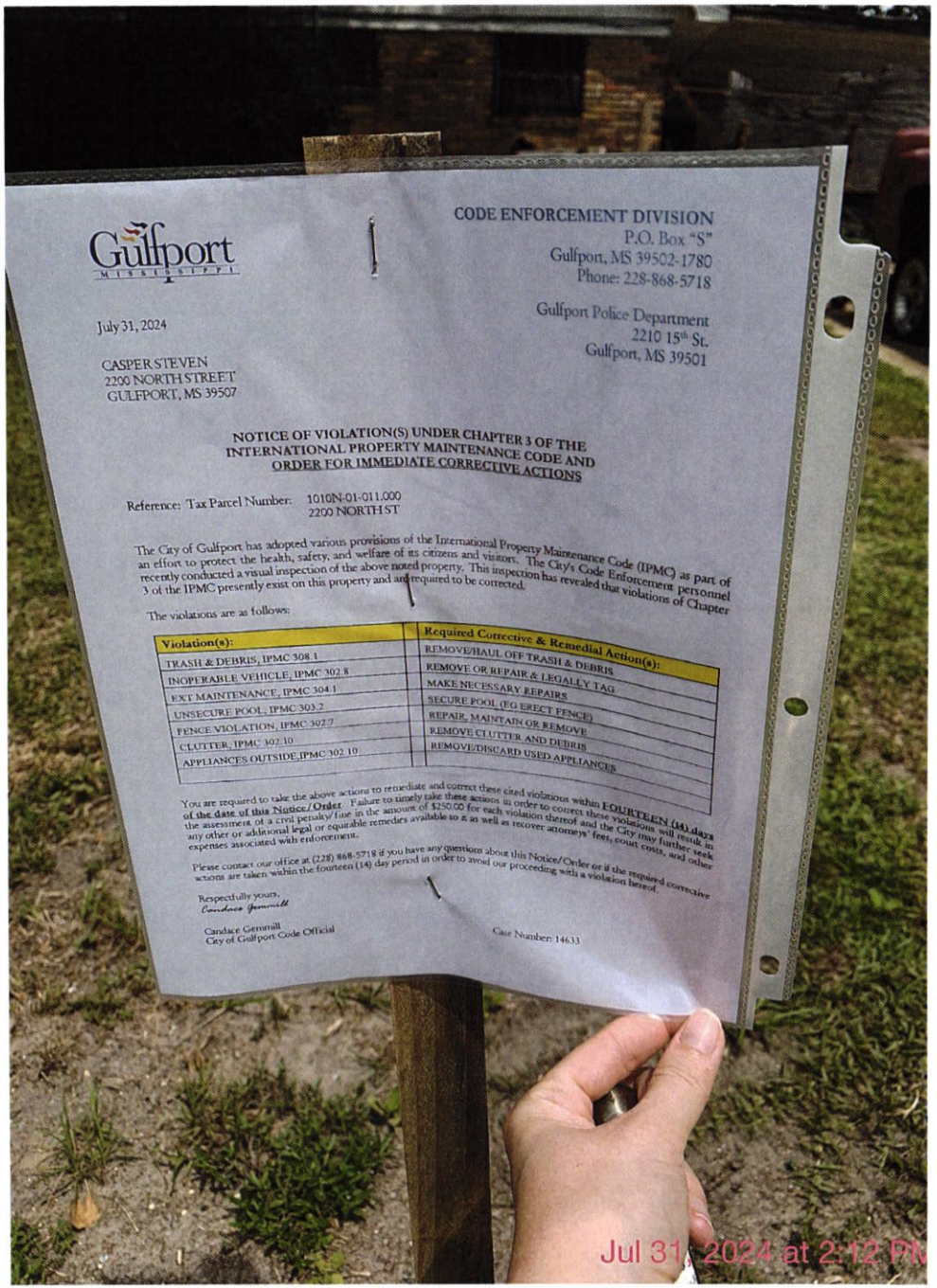
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14633





Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 31, 2024

CASPER STEVEN
2200 NORTH STREET
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 1010N-01-011.000
2200 NORTH ST

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):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
UNSECURE POOL, IPMC 303.2	SECURE POOL (EG ERECT FENCE)
FENCE VIOLATION, IPMC 302.7	REPAIR, MAINTAIN OR REMOVE
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
APPLIANCES OUTSIDE,IPMC 302.10	REMOVE/DISCARD USED APPLIANCES

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,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14633

Jul 31, 2024 at 2:12 PM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 31, 2024

JONES HERMAN JR & ABENNA -TRUST-
610 A 29TH ST
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0910N-04-013.000
610 29TH ST

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):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
UNSAFE CONDITION, IPMC 304.1.1		CORRECT UNSAFE CONDITIONS
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

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,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14293

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 31, 2024

JONES HERMAN JR & ABENNA -TRUST-
610 29TH ST
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0910N-04-013.000
610 29TH ST

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):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
UNSAFE CONDITION, IPMC 304.1.1		CORRECT UNSAFE CONDITIONS
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

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,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14293

Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 31, 2024

JONES HERMAN JR & ABENNA -TRUST-
610 A 29TH ST
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0910N-04-013.000
610 29TH ST

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):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
UNSAFE CONDITION, IPMC 304.1.1	CORRECT UNSAFE CONDITIONS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14293

Jul 31, 2024 at 10:14 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 8, 2024

ALDERMAN CHARLES L -ESTATE-
2932 5TH AVE
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: 0910M-03-023.000
2932 5TH AVE

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):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

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,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 14529

Aug 8, 2024

Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
August 8, 2024
ALDERMAN CHARLES L -ESTATE-
2932 5TH AVE
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: 0910M-03-023.000
2932 5TH AVE
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):
TRASH & DEBRIS, IPMC 308.1 | REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8 | REMOVE OR REPAIR & LEGALLY TAG
CLUTTER, IPMC 302.10 | REMOVE CLUTTER AND DEBRIS
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,
Josh Troutman
Case Number: 14529
Josh Troutman
City of Gulfport Code Official
Aug 8, 2024

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 31, 2024

CUEVAS WILLIAM KORY & JIMIE L
108 DEANNA ST
GULFPORT, MS 39503

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0808N-02-054.000
108 DEANNA ST

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&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
FURNITURE OUTDOORS,IPMC 302.10		REMOVE OR RELOCATE FURNITURE

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,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 14630

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 31, 2024

CUEVAS WILLIAM KORY & JIMIE L
125 BAYOU CIR
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0808N-02-054.000
108 DEANNA ST

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&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
FURNITURE OUTDOORS,IPMC 302.10		REMOVE OR RELOCATE FURNITURE

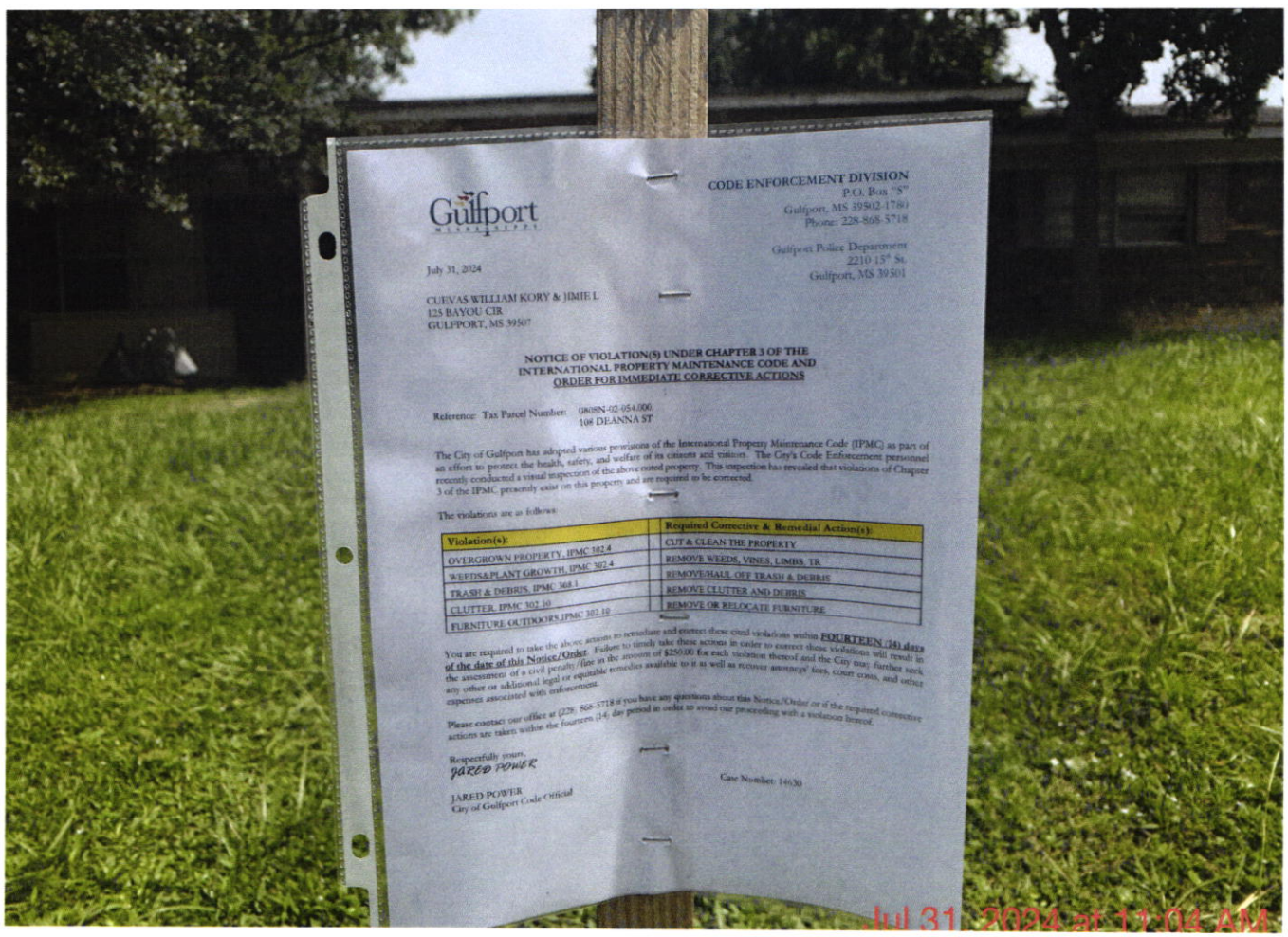
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 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,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 14630



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 31, 2024

CUEVAS WILLIAM KORY & JIMIE L
125 BAYOU CIR
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0808N-02-054.000
108 DEANNA ST

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&PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
FURNITURE OUTDOORS,IPMC 302.10	REMOVE OR RELOCATE FURNITURE

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,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 14630

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 1, 2024

RAY MARLENE L -ESTATE-
125 RALPH DR RT 4
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: 0808O-02-083.000
125 RALPH DR

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):
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS

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,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 14655

Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 1, 2024

RAY MARLENE L ESTATE
125 RALPH DR RT 4
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: 0808O-02-083.000
125 RALPH DR

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):
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS

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,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 14633

Aug 2, 2024 at 10:58 AM

Aug 2, 2024 at 10:58 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 1, 2024

GATES ANGIE
3420 18TH ST
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: 0808O-02-100.000
114 RALPH DR

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&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

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,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 14657

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 1, 2024

GATES ANGIE
114 RALPH DR
GULFPORT, MS 39503

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0808O-02-100.000
114 RALPH DR

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&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

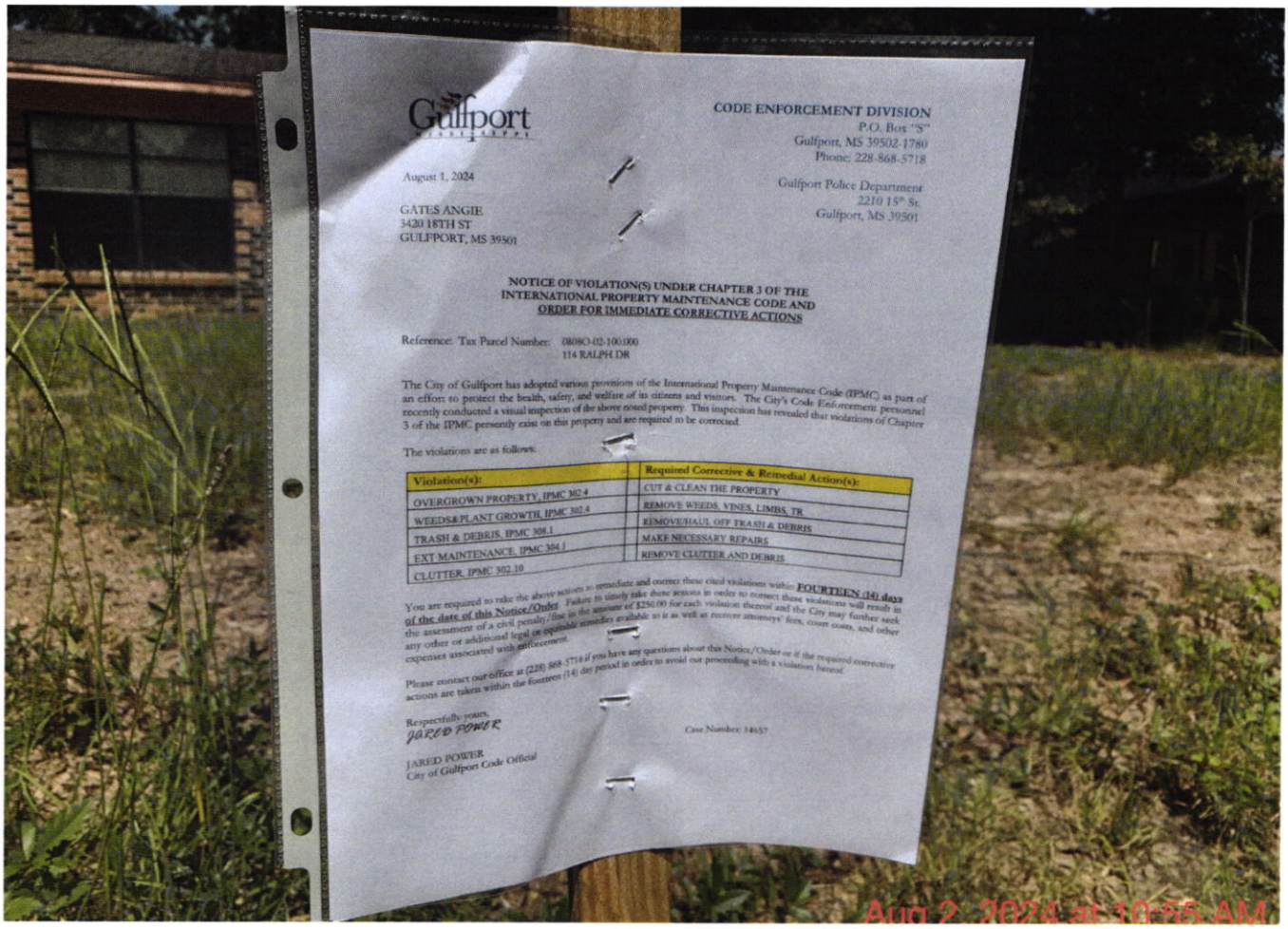
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 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,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 14657



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 1, 2024

GATES ANGIE
3420 18TH ST
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: 0808O-02-100.000
114 RALPH DR

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&PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 14657

Aug 2, 2024 at 10:55 AM

Aug 2, 2024 at 10:55 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 12, 2024

DAS HOLDINGS LLC
9 NOTTINGHAM CIR
GULFPORT, MS 39503

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 1009N-02-048.000
9 NOTTINGHAM CIR

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
FENCE VIOLATION, IPMC 302.7		REPAIR, MAINTAIN OR REMOVE

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,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14162

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 12, 2024

DAS HOLDINGS LLC
9366 STONE RD
GULFPORT, MS 39503

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 1009N-02-048.000
9 NOTTINGHAM CIR

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
FENCE VIOLATION, IPMC 302.7		REPAIR, MAINTAIN OR REMOVE

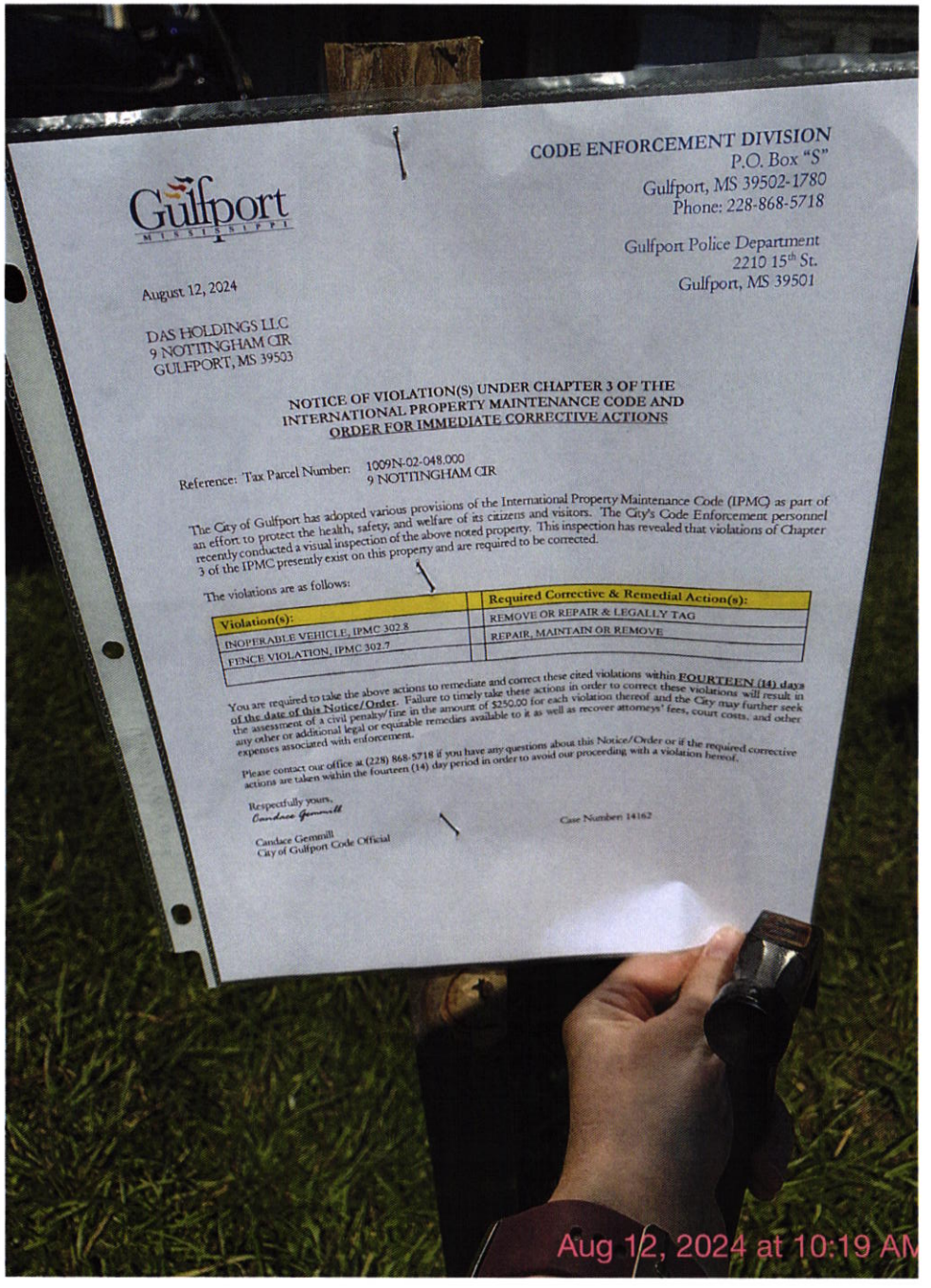
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 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,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14162



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 12, 2024

DAS HOLDINGS LLC
9 NOTTINGHAM CIR
GULFPORT, MS 39503

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 1009N-02-048.000
9 NOTTINGHAM CIR

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
FENCE VIOLATION, IPMC 302.7	REPAIR, MAINTAIN OR REMOVE

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,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number 14162

Aug 12, 2024 at 10:19 AM

Aug 12, 2024 at 10:19 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 9, 2024

SMITH WESLEY R SR
13334 DEE AVE
GULFPORT, MS 39503

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0907I-05-074.000
13334 DEE AVE

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):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
VEH. ON VACANT LOT IPMC 301.3		REMOVE VEHICLE
RECREATIONAL EQUIPMENT ORD.		REMOVE/RELOCATE REC VEHICLE

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,
Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 14490

Gulfport
NOTICE OF VIOLATION PURSUANT UNDER CHAPTER 108 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE 2018
ORDER FOR IMMEDIATE CORRECTIVE ACTION
Aug 9, 2024

Aug 9, 2024

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 1, 2024

KENDRICK DEBRA ANNETTE
13063 WILLIAMS RD
GULFPORT, MS 39503

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0907M-02-007.000
13063 WILLIAMS RD

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&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
IMPROPER PARKING IPMC 302.8.1		PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
RECREATIONAL EQUIPMENT ORD.		REMOVE/RELOCATE REC VEHICLE

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,
Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 14401

Aug 1, 2024

Aug 1, 2024

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502
Phone: 228-868-5718
Gulfport Police Department
2220 15th St.
Gulfport, MS 39501

July 30, 2024

BECK DARNELL D
105 CORA CIR
GULFPORT, MS 39503

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0909C-01-016.011
105 CORA CIR

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&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
UNSANITARY POOL, IPMC 303.1		CLEAN AND SANITIZE POOL
UNSECURE POOL, IPMC 303.2		SECURE POOL (EG ERECT FENCE)
FENCE VIOLATION, IPMC 302.7		REPAIR, MAINTAIN OR REMOVE
CHAIN LINK FENCES,IPMC 302.7.3		REPAIR, MAINTAIN OR REMOVE
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
APPLIANCES OUTSIDE,IPMC 302.10		REMOVE/DISCARD USED APPLIANCES
FURNITURE OUTDOORS,IPMC 302.10		REMOVE OR RELOCATE FURNITURE

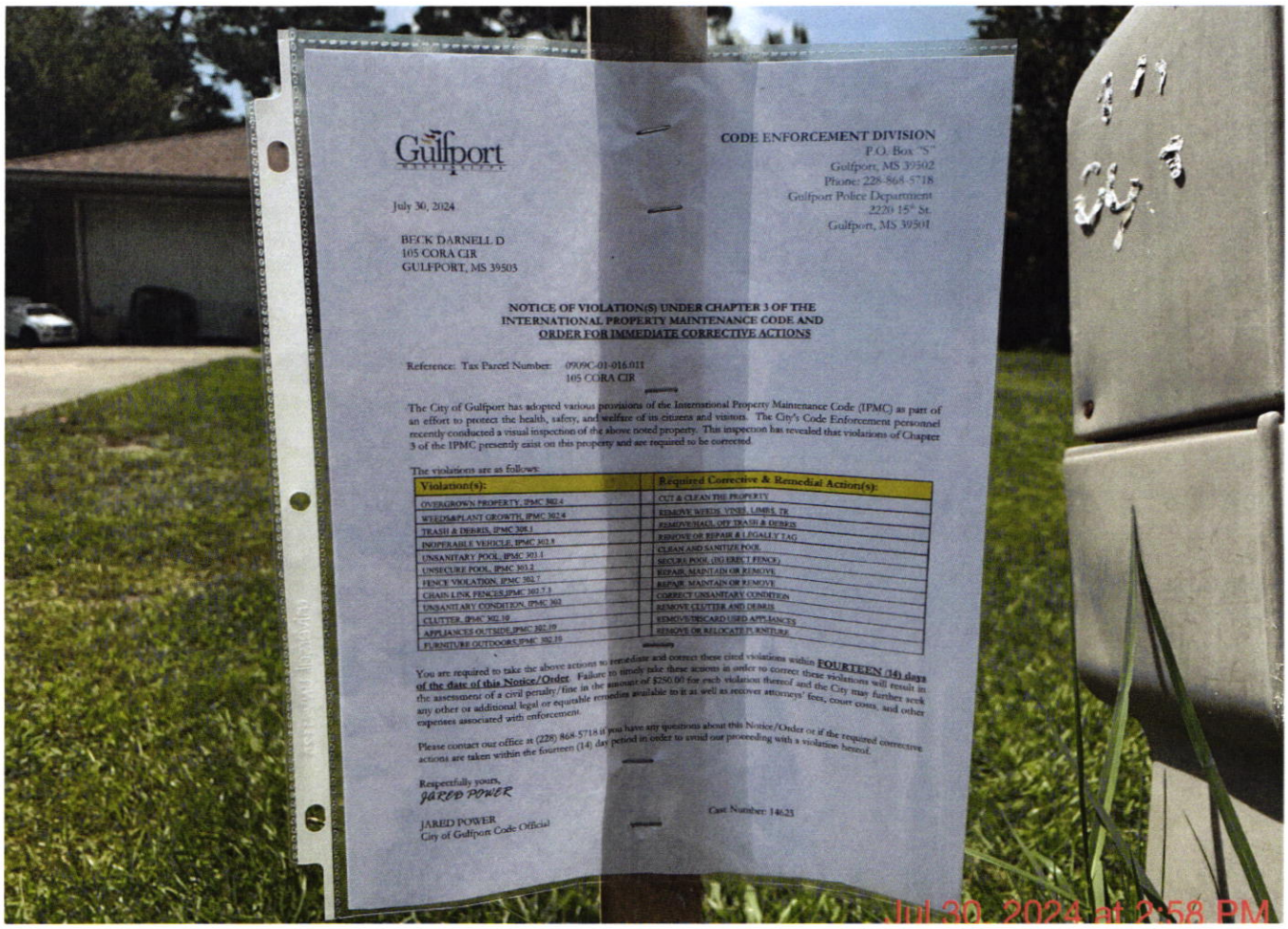
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 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,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 14623



Gulfport

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502
Phone: 228-868-5718
Gulfport Police Department
2220 15th St.
Gulfport, MS 39501

July 30, 2024

BECK DARNELL D
105 CORA CIR
GULFPORT, MS 39503

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0909C-01-016.011
105 CORA CIR

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&PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
UNSANITARY POOL, IPMC 303.1	CLEAN AND SANITIZE POOL
UNSECURE POOL, IPMC 303.2	SECURE POOL (DO ERECT FENCE)
FENCE VIOLATION, IPMC 302.7	REPAIR, MAINTAIN OR REMOVE
CHAIN LINK FENCE,IPMC 302.7.1	REPAIR, MAINTAIN OR REMOVE
UNSANITARY CONDITION, IPMC 302	CORRECT UNSANITARY CONDITION
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
APPLIANCES OUTSIDE,IPMC 302.10	REMOVE/DISCARD USED APPLIANCES
FURNITURE OUTDOORS,IPMC 302.10	REMOVE OR RELOCATE FURNITURE

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,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 14625

Jul 30, 2024 at 2:58 PM

Jul 30, 2024 at 2:58 PM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 24, 2024

FLAHERTY ANDRE & VANISA M
14063 ANANDALE CIR
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0707H-02-002.065
14063 ANANDALE CIR

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&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
MAJOR AUTO REPAIR, IPMC 302.8		STOP MAJOR REPAIRS OR DISSEMBL

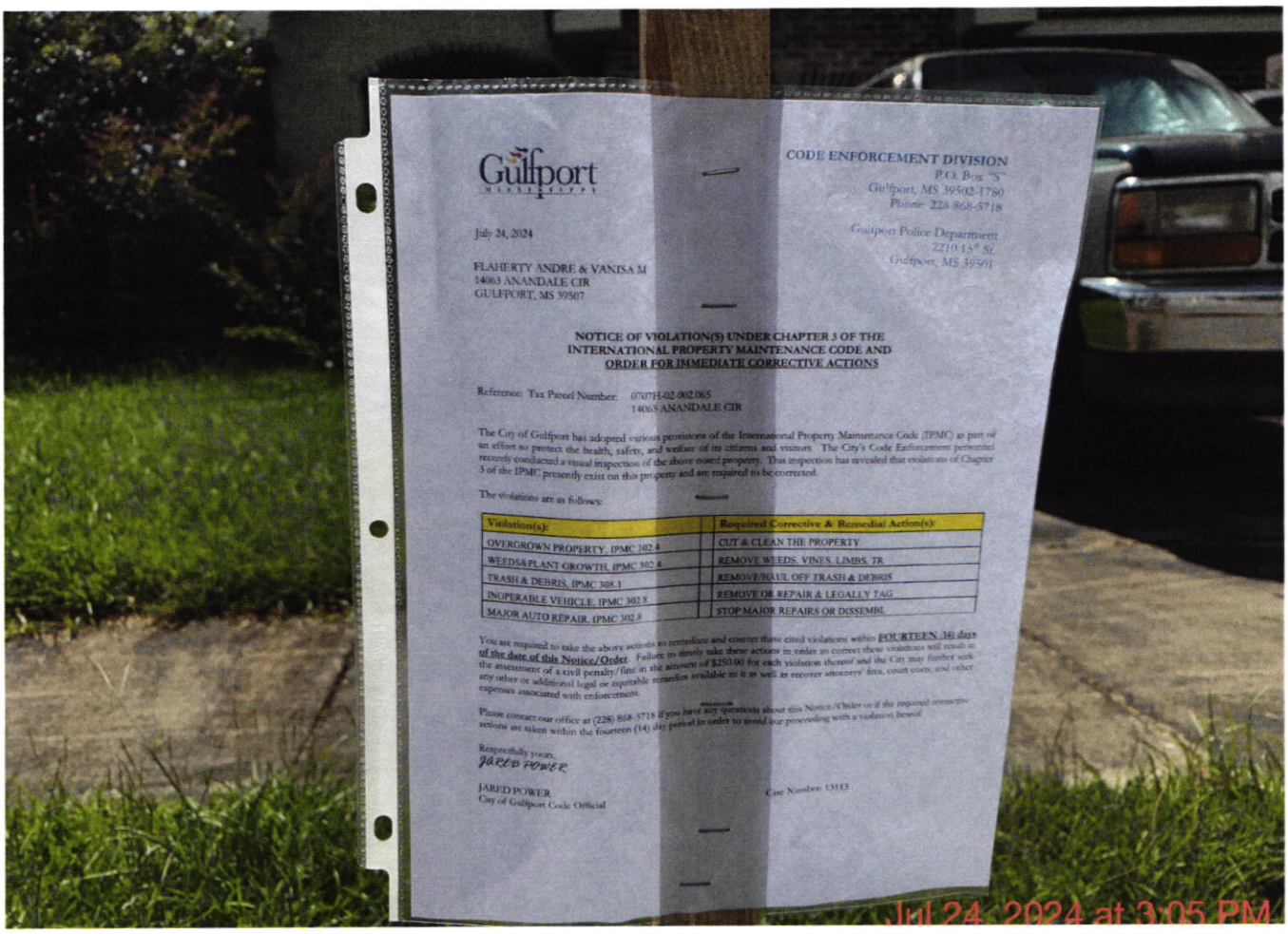
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 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,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 13113



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone- 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 24, 2024

FLAHERTY ANDRE & VANISA M
14063 ANANDALE CIR
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0707H-02-002.065
14063 ANANDALE CIR

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&PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
MAJOR AUTO REPAIR, IPMC 302.8	STOP MAJOR REPAIRS OR DISSEMBL

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 hearing.

Respectfully yours,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 13183

Jul 24, 2024 at 3:05 PM

Jul 24, 2024 at 3:05 PM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 19, 2024

SANTOS ANA CECILIA
16053 CRESTVIEW DR
GULFPORT, MS 39503

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0708H-04-002.000
16053 CRESTVIEW DR

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&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
IMPROPER PARKING IPMC 302.8.1		PARK IN APPROVED LOCATION

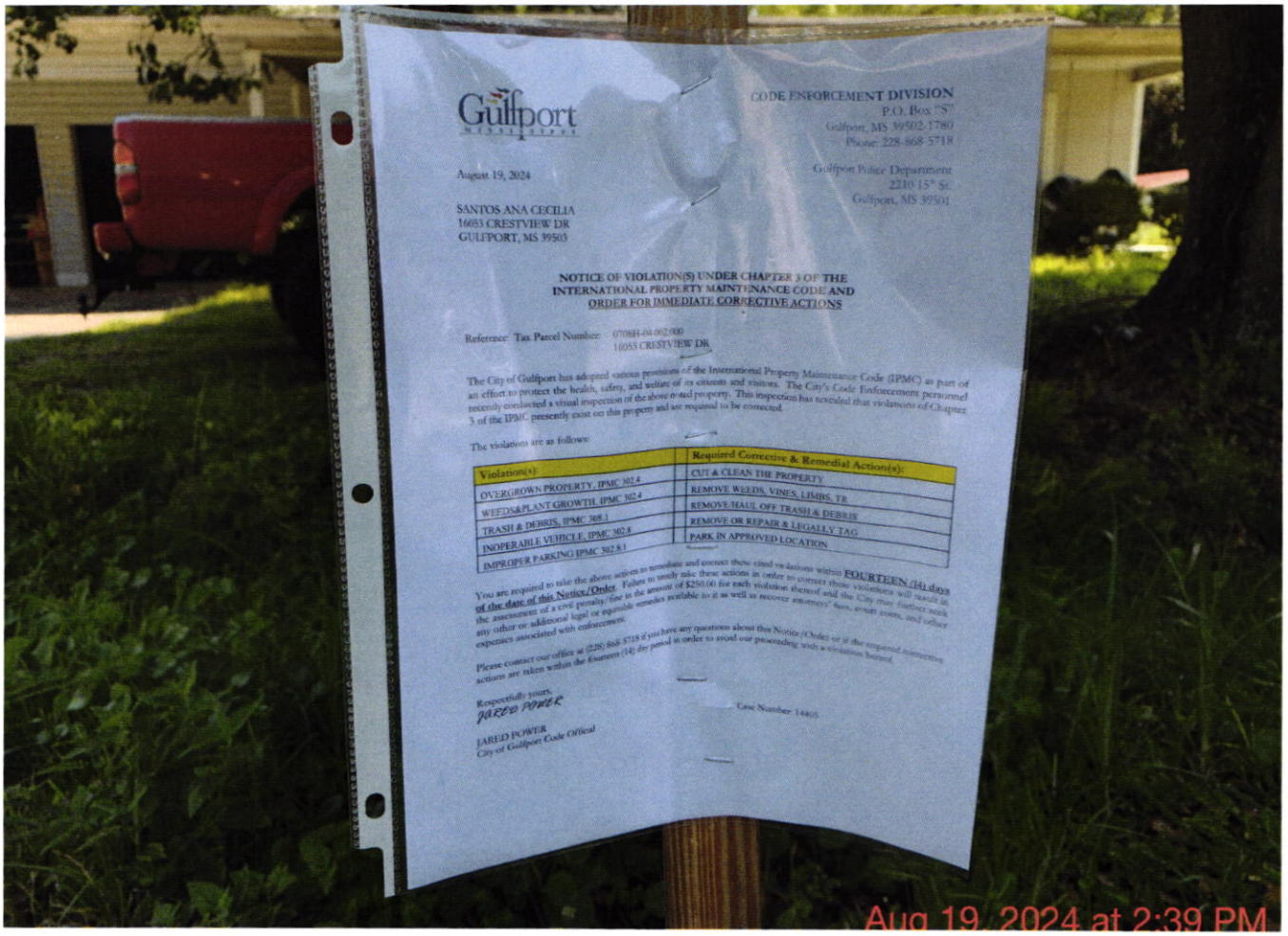
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 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,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 14405



Gulfport

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

August 19, 2024

SANTOS ANA CECILIA
16053 CRESTVIEW DR
GULFPORT, MS 39503

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 070BH-04-002.000
16053 CRESTVIEW DR

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&PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
IMPROPER PARKING IPMC 302.8.1	PARK IN APPROVED LOCATION

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 question about this Notice/Order or if the requested corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hearing.

Respectfully yours,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 14405

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502
Phone: 228-868-5718
Gulfport Police Department
2220 15th St.
Gulfport, MS 39501

July 29, 2024

PREEDOM JILLIAN
14218 BEECH COURT
GULFPORT, MS 39503

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0807P-01-044.133
14218 BEECH CT

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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OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 302.7		REPAIR, MAINTAIN OR REMOVE
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
APPLIANCES OUTSIDE,IPMC 302.10		REMOVE/DISCARD USED APPLIANCES

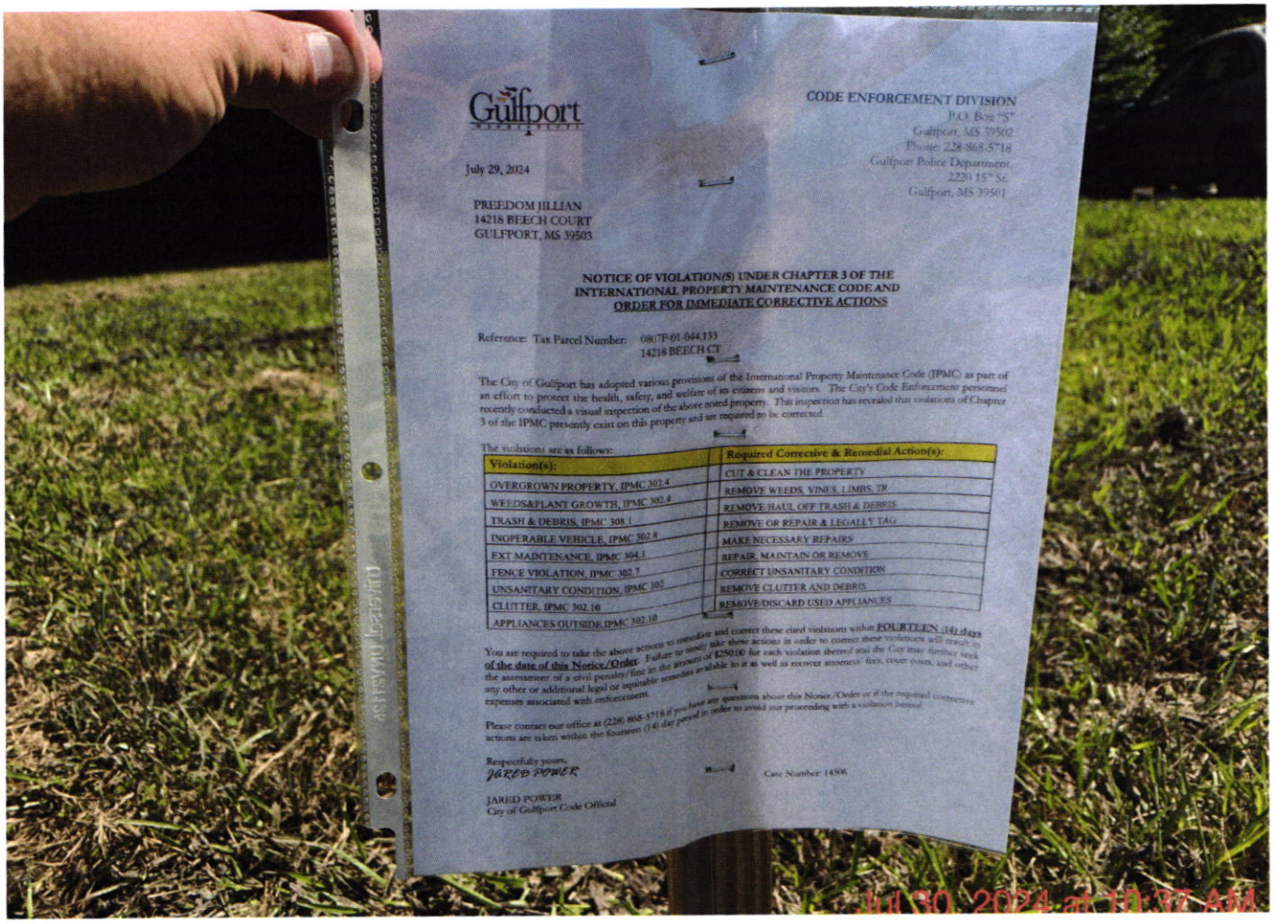
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 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,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 14506



Gulfport

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502
Phone: 228-868-5718
Gulfport Police Department
2220 15th St.
Gulfport, MS 39501

July 29, 2024

PREEDOM JILLIAN
14218 BEECH COURT
GULFPORT, MS 39503

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0807P-01-044.133
14218 BEECH CT

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, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 302.7	REPAIR, MAINTAIN OR REMOVE
UNSANITARY CONDITION, IPMC 302	CORRECT UNSANITARY CONDITION
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
APPLIANCES OUTSIDE,IPMC 302.10	REMOVE/DISCARD USED APPLIANCES

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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 hearing.

Respectfully yours,
JARED POWER

Case Number: 14806

JARED POWER
City of Gulfport Code Official

Jul 30, 2024 at 10:37 AM

Jul 30, 2024 at 10:37 AM

Request for Proposals
Unit Price Electrical Services

The City of Gulfport is soliciting proposals from qualified individuals and/or firms to provide City-Wide Electrical Services. Proposals will be received at the Office of Procurement located at 1410 24th Avenue, Gulfport, MS 39501 or www.gulfportmsbids.com until **10:00 A.M., local time on September 26, 2024,** after which time they will be referred to the Selection Committee.

Specifications may be downloaded at www.gulfportmsbids.com or email request for specifications to jversiga@gulfport-ms.gov .

All questions shall be in writing to jversiga@gulfport-ms.gov . Questions may be mailed or hand delivered to the above referenced address. No questions or requests for clarifications will be addressed within seven (7) days of the due date of the proposal.

The City is NOT responsible for bids which are mailed to the wrong address or which arrive in the mail after the designated bid opening time. Bids may be delivered in person to the Office of Procurement prior to the bid opening at the time, date and location listed above

All Women and Minority and Section 3 Contractors are encouraged to apply.

The successful bidder must adhere to the Owner's policy concerning non-discrimination without regard to race, creed, color, age, sex, national origin or handicap.

The selection committee will review each proposal based on the grading criteria published in the RFP document and will assist the City's governing authority in evaluating the submissions and assessing the most qualified. The governing authority retains the ultimate authority in making these determinations. The committee may develop a short list from which interviews will be scheduled and evaluation will be based in part on review of ONLY the data submitted in response to the request for qualifications. Upon final selection and a determination made by the City's governing authority and a written contract may be awarded to the individual/firm whose proposal is determined by the governing authority to be the most qualified.

The Governing Authority of the City of Gulfport reserves the right to reject any and all bid proposals, and shall reject any and all bid proposals not materially responsive to this Notice of the Bid Specifications, and reserves the right to waive any and all irregularity or informality of the of the bid proposals. Selection by the Governing Authority shall not bind the Governing Authority until a final contract is agreed upon and approved by the Governing Authority.

Proposals may be held by the City of Gulfport for a period not to exceed 90 days from the date of the receipt of the proposal.

Direct contact with any city employee, including the Governing Authority on the subject of this proposal is strictly forbidden. Violation of this paragraph will result in disqualification of your submission.

Publish in the Legal Section on: 09/04/2024 and 09/11/2024

Legal Advertisement
Grounds Maintenance for
City of Gulfport

The City of Gulfport is requesting sealed bids from qualified individuals and/or firms to perform Grounds Maintenance.

All bids must be received in the Office of Procurement, 1410 24th Avenue, 2nd Floor Hardy Bldg., Gulfport, MS 39501, no later than **10:00 am local time on September 23, 2024,** after which time they will be opened and publicly ready aloud.

The bid package may be picked up at the Purchasing Office, located at 1410 24th Avenue, Gulfport, MS, www.gulfportmsbids.com or by email jversiga@gulfport-ms.gov.

Contract(s) will be awarded to the lowest and best bid received.

All inquires regarding this bid should be directed to Jessica Versiga at jversiga@gulfport-ms.gov . Questions must be received no later than September 16, 2024 at 10:00 am CST.

The City reserves the right to reject any and all proposals or to waive any informality. The City of Gulfport is an equal opportunity employer.

The City of Gulfport, Mississippi hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof. The Owner reserves the right to waive any informalities or to reject any or all bids.

Publish in the Legal Section on: 09/04/2024 and 09/11/2024

Send Invoice & Proof of Publication to: **Jessica Versiga**
Purchasing Agent
City of Gulfport
P. O. Box 1780
Gulfport, MS 39502-1780

ACITY OF GULFPORT
REPAIRS TO KEN COMBS PIER DUE TO HURRICANE ZETA
PROJECT NO. 178593

The City of Gulfport is seeking sealed bids for Repair & Replacement Unit Price Project. Sealed bids will be received in the Office of Procurement located at 1410 24th Avenue, Hardy Building, 2nd Floor, Gulfport, MS 39501 until **10:00 a.m., local time on October 10, 2024**, either by mail or hand delivery, after which time they will be opened and read aloud.

Scope of Work: the project includes, but is not limited to, replacement of pier decking, wooden stringers, caps, metal roofing, roofing structure, wooden handrail, and hardware, along with installing riprap along the jetty.

Plans and specifications may be obtained from the Procurement Office, 1410 24th Avenue, Hardy Bldg., Gulfport MS 39501 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

"The City of Gulfport now offers Electronic Bidding. Official bid documents can be downloaded from City of Gulfport's Plan Room at www.gulfportmsbids.com. Electronic bids and/or reverse auction bids can be submitted at www.gulfportmsbids.com. For any questions relating to the electronic bidding process, please call Plan House Bidding Group at 662-407-0193."

A Pre-Bid Meeting will be held at **10:00 A.M. on October 2, 2024**, at the following location:

Gulfport Engineering Department
4050 Hewes Ave
Gulfport, MS 39507

Questions – All questions regarding this bid must be submitted in writing to Nathan Long, EI via email at nathan@ccellc.us or by mail to 2300 14th Street, Gulfport, MS 39501 and must be received by the end of business **5:00 p.m. CST, Wednesday, October 3, 2024.** Questions submitted after this date will not be considered. Bidders shall provide an email address or fax number to direct the consolidated "question and answer" document. Answers will be provided in writing and transmitted via email or fax to all prospective bidders who are known to have requested and received a copy of the bid package. Only answers transmitted in this manner will be considered official and valid. No negotiations, decisions, or actions shall be initiated by any bidder as a result of any verbal discussion.

The City is NOT responsible for bids which are mailed to the wrong address or which arrive in the mail after the designated bid opening time. Bids may be delivered in person to the Office of Procurement prior to the bid opening at the time, date and location listed above.

The project will be awarded to the lowest and best bidder. However, the City of Gulfport reserves the right to accept or reject any or all bids or to waive any informality.

The successful bidder must adhere to the City's policy concerning non-discrimination without regard to race, creed, color, age, sex, national origin or handicap.

All regulations pertaining to federally funded projects apply. Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs. All bidders must make positive efforts to use small and minority owned business and women business enterprises.

For bids exceeding $50,000.00, Bidder must indicate his Certificate of Responsibility Number on the outside of sealed proposal as required by Mississippi Law. Effective July 1, 2010; Per MS Code 31-3-21(3); any bid submitted by a nonresident contractor which does not include the nonresident contractor's current state law pertaining to such state's treatment of

nonresident contractors, shall be rejected and not considered for award. If no such law exists in the nonresident contractor's state, then the non-resident contractor may provide a statement to that effect.

No bidder may withdraw his bid within ninety (90) days after the actual date of the opening thereof.

Direct contact with any City employee, GRC Commissioners, including Administration and City Council, on the subject of this proposal is strictly forbidden. Violation of this paragraph will result in disqualification of your submission.

Publication Dates: 09-11-24 & 09-18-24

Send Invoice & Proof of Publication to: Purchasing Department
City of Gulfport
P. O. Box 1780
Gulfport, MS 39502-1780

PURCHASING DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Jessica Versiga, Purchasing Agent

DATE: August 21, 2024

RE: Window Replacement at Carnegie Library

The Purchasing Department reviewed the quotes received on the above referenced item and determined Dixie Glass to be the lowest and best bid for a total amount of $23,414.44.

Purchase Order #242893 was issued and the tabulation sheet used to make our lowest and best bid determination is attached. We respectfully request this be spread across the minutes.

Thank you for your consideration.

Carnegie Library Window Replacement

PO # 242893

	Glass Solutions	Dixie Glass	Dunaway Glass
Replacement of 2 - 6' x 10' windows with laminated impact glazing	$25,000.00	$23,414.44	NO BID

PURCHASING DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: August 12, 2024

RE: 2024 Ford Mavericks– Urban Development

The Purchasing Department reviewed the quotes received on the above referenced item and determined Premier Automotive to be the lowest and best bid for a total amount of $68,100.00.

Purchase Order #242815 was issued and the tabulation sheet used to make our lowest and best bid determination is attached. We respectfully request this be spread across the minutes.

Thank you for your consideration.

Urban Development - 2024 Ford Mavericks
PO # 242815

	QTY	Premier Automotive of MS		J. Allen Ford		Matt Bowers Ford	
2024 Ford Mavericks	2.00	$ 34,050.000	$ 68,100.00	$ 35,849.0000	$ 71,698.00	$ 34,175.5000	$ 68,351.00
			$ -		$ -		$ -
			$ -		$ -		$ -
Total			$ 68,100.00		$ 71,698.00		$ 68,351.00

PURCHASING DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Jessica Versiga, Purchasing Agent

DATE: August 21, 2024

RE: Gulfport Sportsplex Synthetic Turf Repair

The Purchasing Department reviewed the quotes received on the above referenced item and determined Sports Contractors Unlimited to be the lowest and best bid for a total amount of $68,450.00.

Purchase Order #242894 was issued and the tabulation sheet used to make our lowest and best bid determination is attached. We were unable to locate another vendor to quote this precise kind of project. We respectfully request this be spread across the minutes.

Thank you for your consideration.

Gulfport Sportsplex Synthetic Turf Repair
PO # 242894

	Sports Contractors Unlimited		Field Turf	
Turf Repairs	$68,450.00		$83,500.00	

Memorandum – City of Gulfport

ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Wayne E. Miller, CAO
Todd Harman, CPA, Director of Finance and Accounting
J. Tyler Gentry, Director of Public Works
Robert Lee, P.E., Assistant City Engineer
Jessica Versiga, Purchasing Agent
Legal Department

From: Jeremy R. Harrison, P.E., Director of Engineering

Date: August 22, 2024

Re: **Recommendation to Approve Special Check Payable to DNA Underground, LLC for Railroad Right of Entry Work Related to the Old Highway 49 at O'Neal Road Intersection Improvements Project**

I request the issuance of a special check in the amount of $28,060.00, payable to DNA Underground, LLC for costs associated with insurance and flagging requirements for the Old Highway 49 at O'Neal Road Intersection Improvements Project; in accordance with the Right -of-Entry Agreement between The Kansas City Southern Railway Company (CPKC) and DNA Underground, LLC.

This project is designed to widen O'Neal Road from Highway 49 west to Old Highway 49, improving the KCS crossing and adding a traffic signal at the intersection of O'Neal Road and Old Highway 49. The project is funded by the City of Gulfport and KCS. No additional funds are needed.

I recommend approval of this special check.

Attachments:

1. ROE between CPKC and DNA Underground, LLC
2. RailPros Quote for Flagging Services dated July 15, 2024

RIGHT-OF-ENTRY AGREEMENT ("AGREEMENT")
KCS SAP No. _____

THIS AGREEMENT is effective this July 15th, 2024, by and between **THE KANSAS CITY SOUTHERN RAILWAY COMPANY d/b/a CPKC,** a Missouri corporation, called herein "Railway Company", and **DNA UNDERGROUND**, to be addressed at 16101 S. Swan Road, Gulfport, MS 39507, called herein "Contractor" sometimes both together referred to as "Parties" herein.

WITNESSETH:

WHEREAS, The Contractor has requested the Railway Company to permit it access to its right-of-way to access 22,064 square feet of Railway Company's property for the work described in Section 1 below ("Use") at Gulfport (Harrison County), MS at and/or near Railway Company's Mile Post MG-7.08 (Gulfport Branch Subdivision), as indicated on the print marked Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, the Parties understand that the permission granted herein by this Agreement by the Railway Company is limited to granting access to the property owned by the Railway Company only.

NOW, THEREFORE, it is mutually agreed by and between Railway Company and Contractor as follows:

1. **USE:** The Contractor acknowledges that this Agreement is limited only to Use noted in this Agreement. No other Use shall be permitted on Railway Company's property without the expressed written consent of Railway Company.

Work authorized under this agreement and as shown and described in Exhibit A includes a widening project of O'Neal Road at DOT# 305202T for the City of Gulfport. A Railway Company approved flagger is required during the Work. Contractors shall notify Railway Company two weeks in advance of Work so that the Work can be coordinated with the Trainmaster.

The Railway Company shall be informed of any changes to the approved plans and work methodology ("Work") as described in this Agreement. No changes to the Work shall be performed until a written approval is received by the Railway Company.

Contractor has complete and sole responsibility for, and direction of, its employees, agents, subcontractors or any persons or entity that Contractor hires to perform or assist in performing the services hereunder. Contractor and Railway Company agree that such persons shall not be considered employees, agents or contractors of Railway Company for any reason, and Contractor shall prohibit any activity that may be construed as creating an employment relationship between such persons and Railway Company.

2. **FLAGGING:** Railway Company hereby grants to Contractor, subject to the limitation of forty-eight (48) hours prior notice to Railway Company and subject to each and all of the terms, provisions and conditions herein contained, the right to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals. Notwithstanding the above, in no event shall Contractor have the right to cross Railway Company's tracks for purpose of ingress and egress. Neither Contractor, nor its employees, agents or subcontractors shall interfere with or obstruct any track or drainage structures and facilities on the property. Any damage caused by Contractor to Railway Company property shall be repaired immediately.

The safe operation of the Railway Company shall take precedence over Contractor's Work on the right-of-way. Contractor shall not, without the Railway Company's prior written consent, foul Railway Company's tracks. All Work of the Contractor to be performed on or adjacent to the right-of-way shall be coordinated with Railway Company so as to avoid, to the greatest extent possible, interference with Railway Company operations.

Except as authorized by the Railway Company, Contractor will not work within the Railway Company's right-of-way. The right-of-way is typically defined as an area measured fifty feet (50'), horizontally, on either side of the centerline of track with unlimited vertical distance within the horizontal limits. Additionally, Contractor will use reasonable efforts to locate all equipment, devices, and materials at a sufficient distance from any track to prevent apparatus or part of any equipment, device, or material, such as the boom of a crane or a dragline, from encroaching on the right-of-way of any track. When Contractor is in the Railway Company right-of-way for whatever reason or has a potential to encroach upon the Railway Company right-of-way, a qualified Railway Company flagman is required. It will be Contractor's responsibility to coordinate in obtaining and paying for the flagman from one of the following approved Railway Company flagging companies:

RailPros Field Services		
Joel Ashcraft	417-362-9007	joel.ashcraft@railpros.com
Jon Norris	601-502-6485	jon.norris@railpros.com
Martinus Bottom Line		
Jeff Yarbrough	972-824-3348	jeff.yarbrough@martinusrail.com
Nick Loar	214-394-5237	nick.loar@martinusrail.com

3. **EMERGENCY CONTACTS:** In the event of an emergency condition or situation requiring immediate attention, repair or action, contact: DNA Underground - Contractor at 228-284-5049, Railway Company at 877-527-9464, and Flagger.

4. **FEE:** Reserved.

5. **TERM:** The right-of-entry herein granted to Contractor shall commence 07/15/2024, and shall continue until 07/31/2025, unless sooner terminated, or at such time as Contractor has completed its Work on Railway Company's property, whichever occurs earlier. Contractor agrees to notify the Railway Company Representative in writing when it has completed its Work on Railway Company property. This Agreement may be terminated by either party on ten (10) days' written notice to the other party.

6. **INDEMNITY: CONTRACTOR SHALL INDEMNIFY, SAVE AND HOLD HARMLESS RAILWAY COMPANY, ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES, FROM AND AGAINST ANY LOSS OR DAMAGE TO PROPERTY, OR PERSONAL INJURY OR DEATH TO ANY PERSON, THAT WOULD NOT HAVE OCCURRED BUT FOR CONTRACTOR'S PRESENCE ON RAILWAY COMPANY'S PROPERTY.**

It shall be the exclusive duty and responsibility of Contractor to inspect the property subject to this Agreement for the sole purpose of evaluating its safety for the entry of its employees, agents and subcontractors. Contractor shall not be responsible, however, for ensuring the safety of anyone or any party not employed by or under contract to Contractor except to the extent the safety of such persons is directly affected by the presence of Contractor's employees, agents, contractors and subcontractors. Contractor shall advise all of its employees, agents and contractors entering the property of any observable safety hazards on

the property, including, without limitation, the presence of moving vehicles, tripping hazards and overhead wires. Notwithstanding the foregoing, Contractor has no duty or obligation to remediate any such observable hazards or to notify any other project participants of any such hazards. Contractor shall instruct all of its employees, agents and subcontractors entering the property that all persons, equipment and supplies must maintain a distance of at least twenty-five feet (25') from the centerline of the track unless authorized by the on-site Railway Company flagman to be closer than twenty-five feet (25'). Contractor shall use its reasonable efforts to see that no personnel, equipment or supplies under its control are within the clearance point of the track when moving Railway Company equipment may be seen from or heard at the property subject to this Agreement.

7. **INSURANCE:** So long as this Agreement is in effect Contractor agrees to maintain commercial general liability and contractual liability insurance with minimum limits of two million dollars ($2,000,000.00) per occurrence, four million dollars ($4,000,000.00) aggregate. Contractor shall provide automobile liability coverage in the amount of one million dollars ($1,000,000.00) combined single limit. In addition, Contractor shall provide or require minimum statutory worker's compensation coverage for all covered employees who are on Railway Company's property. Contractor must also provide a Railroad Protective Liability Insurance policy naming the Railway Company as the Named Insured with coverage limits of at least two million dollars ($2,000,000.00) per occurrence and six million dollars ($6,000,000.00) aggregate. The original Railroad Protective Liability policy shall be promptly furnished to Railway Company. Each policy must be issued by financially reputable insurers licensed to do business in all jurisdictions where Work is performed during the term of the Agreement. A certificate of insurance will be provided to Railway Company by Contractor, reasonably satisfactory to Railway Company in form and content, evidencing that all required coverage is in force and have been endorsed to provide that no policy will be canceled or materially altered without first giving the Railway Company thirty (30) day's prior written notice. Commercial general liability policy will name Railway Company as an additional insured and, to the fullest extent allowed under law, will contain a waiver of subrogation in favor of Railway Company. All policies will be primary to any insurance or self-insurance the Railway Company may maintain for acts or omissions of Contractor or anyone for whom Contractor is responsible. Any deductible or self-insured retention on the required insurance shall be the responsibility of Contractor. Contractor will include copies of relevant endorsements or policy provisions with the required certificate of insurance. Nothing contained in this Section limits Contractor liability to the Railway Company to the limits of insurance certified or carried by Contractor.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

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

THE KANSAS CITY SOUTHERN RAILWAY COMPANY d/b/a CPKC

By: _____

Name: _____

Title: _____

Date: _____

DNA UNDERGROUND

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

Right of Entry

DNA Underground

Road Widening

Gulfport, MS - MP MG-7.08 - DOT# 305202T

O'NEAL RD & HIGHWAY 49

PLANS FOR

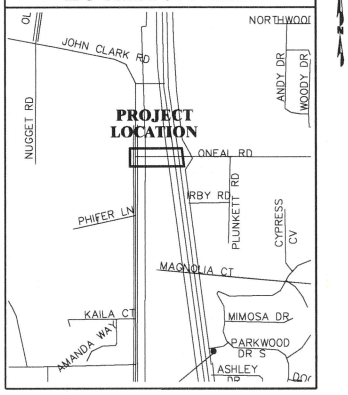
OLD HIGHWAY 49 AT O'NEAL ROAD INTERSECTION IMPROVEMENTS

MAY 2022

Gulfport
MISSISSIPPI

ENGINEERING DEPARTMENT
4050 HEWES AVENUE
GULFPORT, MS 39507
(228) 868-5815

LOCATION MAP



DIRECTOR OF ENGINEERING
WAYNE E. MILLER, P.E.

PERMITS ACQUIRED

MDOH	▫ YES	▫ NO	▫ N/A
MDEQ	▫ YES	▫ NO	▫ N/A
MDMR	▫ YES	▫ NO	▫ N/A
MDOT	▫ YES	▫ NO	▫ N/A
USACE	▫ YES	▫ NO	▫ N/A

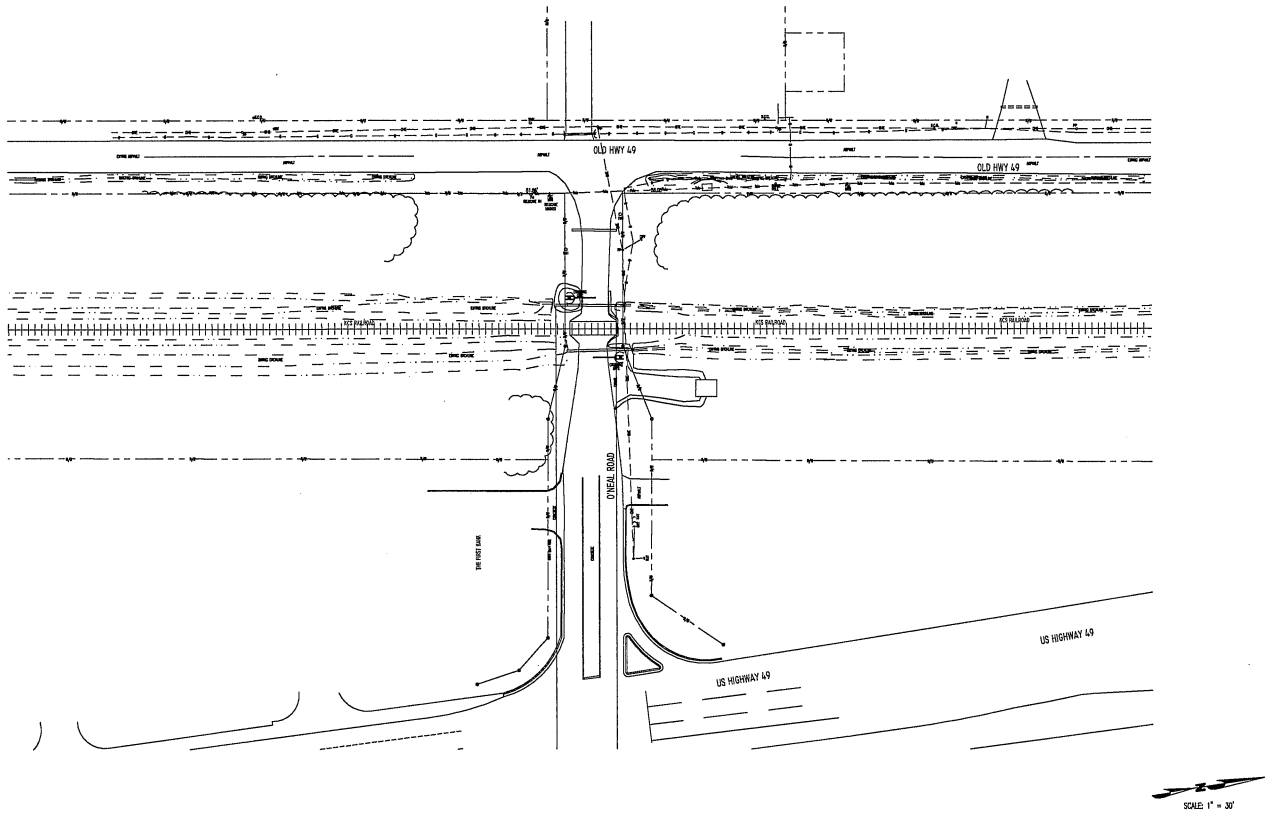
SHEET INDEX

DESCRIPTION	SHEET NO.
TITLE/INDEX	1
EXISTING CONDITIONS	2
NEW R.O.W. PLAN	3
DEMOLITION PLAN	4
PROPOSED IMPROVEMENTS	5
UTILITY RELOCATION	6
DRAINAGE AND GRADING PLAN	7
SIGNAGE AND STRIPPING PLAN	8
TRAFFIC SIGNAL PLAN	9
CIVIL DETAILS	10

BILLY HEWES,
Mayor

KENNETH L. CASEY, SR., Councilman Ward 1 - RON ROLAND, Councilman Ward 2 - ELLA HOLMES-HINES, Councilwoman Ward 3 - F.B. "RUSTY" WALKER, IV, Councilman Ward 4

MYLES SHARP, Councilman Ward 5 - ROBERT "R. LEE" FLOWERS, Councilman Ward 6 - RICHARD B. KOSLOSKI, Councilman Ward 7



PROJECT TITLE:
OLD HIGHWAY 49 AT O'NEAL ROAD INTERSECTION IMPROVEMENTS
GULFPORT, MISSISSIPPI

SHEET NAME: EXISTING CONDITIONS PLAN

SEAL

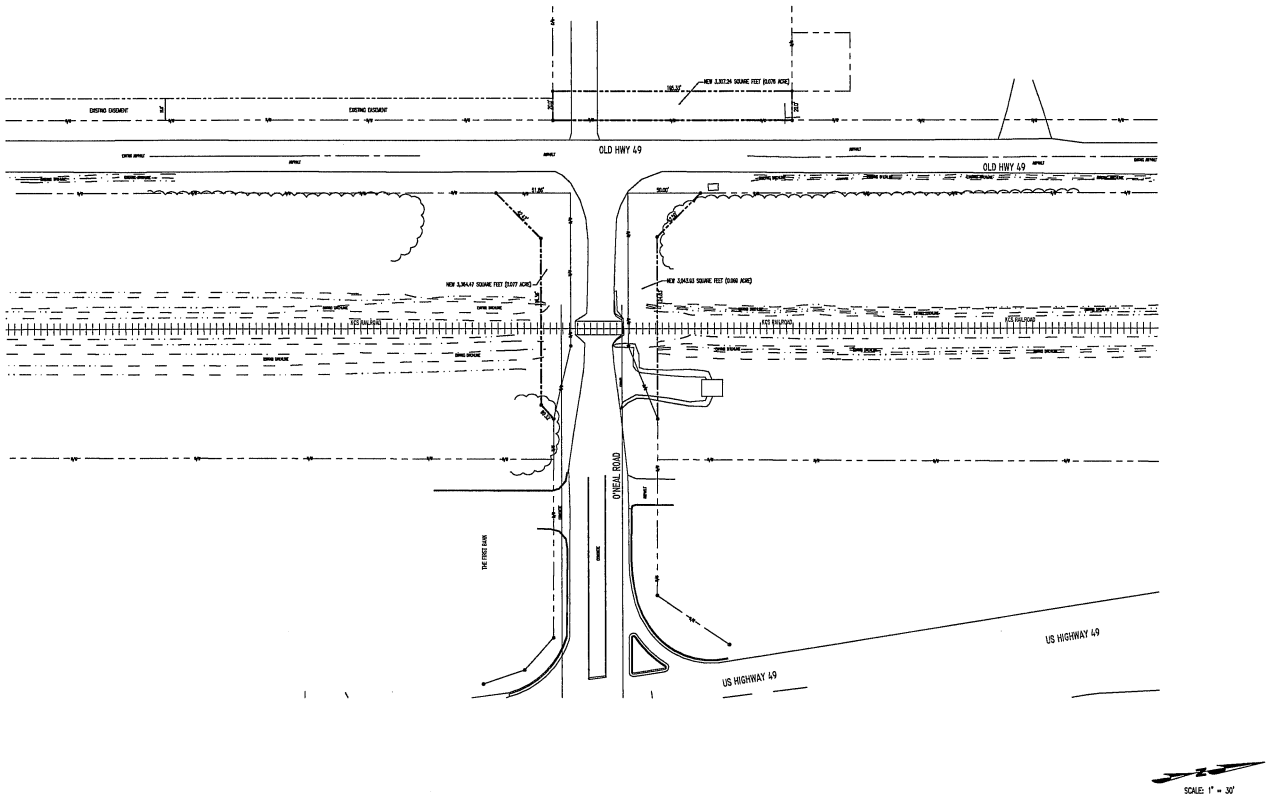
REVISIONS:	DATE:

Gulfport

CITY OF GULFPORT ENGINEERING DEPARTMENT
1420 JORDAN AVENUE, GULFPORT, MS 39507

APPROVED: W. MILLER
PROJ. ENGINEER: J. HARRISON
DRAWN BY: D. BELL
SCALE: AS INDICATED
DATE: MARCH 18, 2022

DRAWING NUMBER
2 OF 10



PROJECT TITLE:
OLD HIGHWAY 49 AT O'NEAL ROAD INTERSECTION IMPROVEMENTS
GULFPORT, MISSISSIPPI

SHEET NAME: NEW RIGHT-OF-WAY PLAN

SEAL

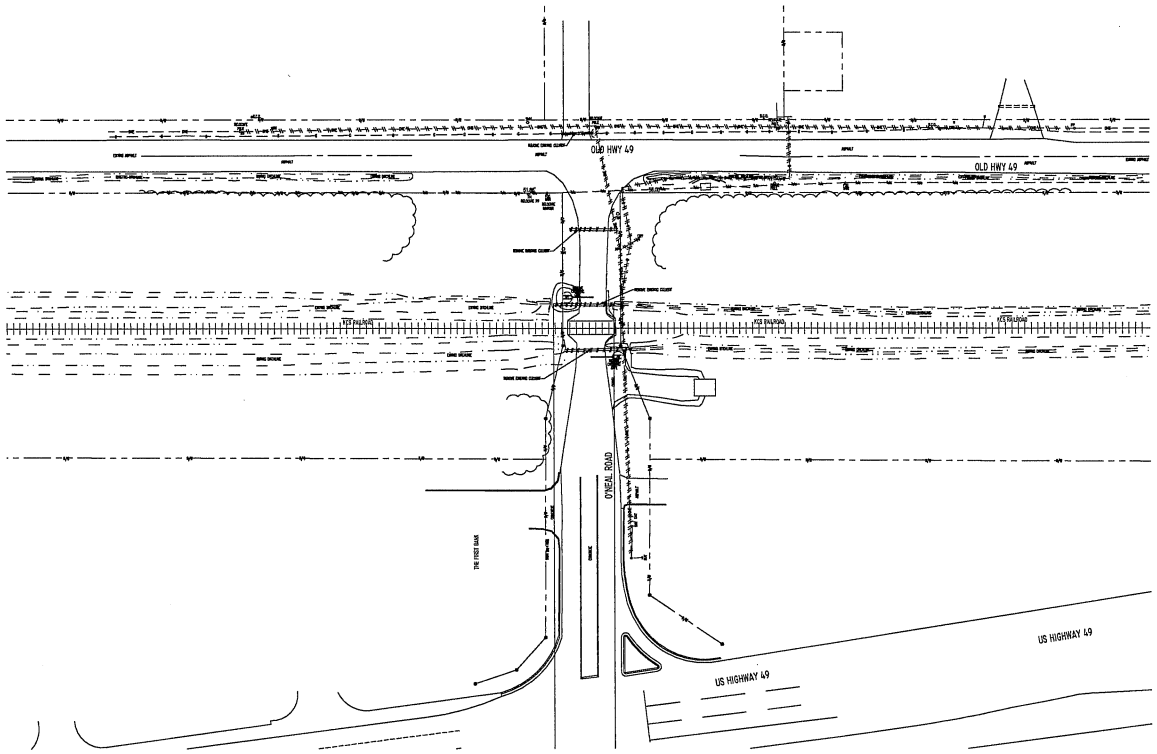
REVISIONS:	DATE:

Gulfport
MISSISSIPPI

CITY OF GULFPORT ENGINEERING DEPARTMENT
1420 FIRST AVENUE, GULFPORT, MS 39507

APPROVED:	M. MILLER
PROJ. ENGINEER:	J. HARRISON
DRAWN BY:	D. BELL
SCALE:	AS INDICATED
DATE:	MARCH 18, 2003

DRAWING NUMBER
3 OF 10



SCALE: 1" = 30'

PROJECT TITLE:
OLD HIGHWAY 49 AT O'NEAL ROAD INTERSECTION IMPROVEMENTS
GULFPORT, MISSISSIPPI

SHEET NAME: DEMOLITION PLAN

SEAL

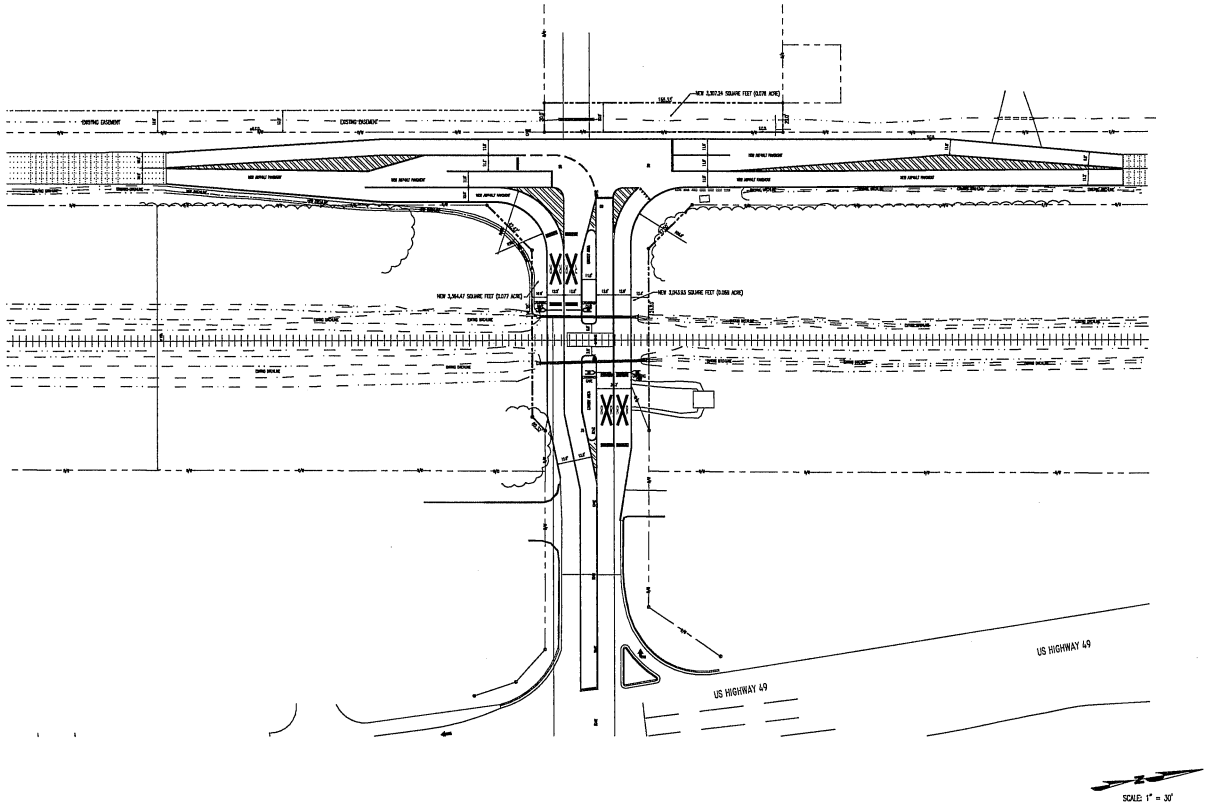
REVISIONS:	DATE:

Gulfport MISSISSIPPI

CITY OF GULFPORT ENGINEERING DEPARTMENT
1420 PERS AVENUE, GULFPORT, MS 39507

APPROVED:	W. MILLER
PROJ. ENGINEER:	J. HARRISON
DRAWN BY:	D. BELL
SCALE:	AS INDICATED
DATE:	MARCH 18, 2022

DRAWING NUMBER
4 OF 10



PROJECT TITLE:

OLD HIGHWAY 49 AT O'NEAL ROAD INTERSECTION IMPROVEMENTS
GULFPORT, MISSISSIPPI

SHEET NAME: PROPOSED IMPROVEMENTS

SEAL

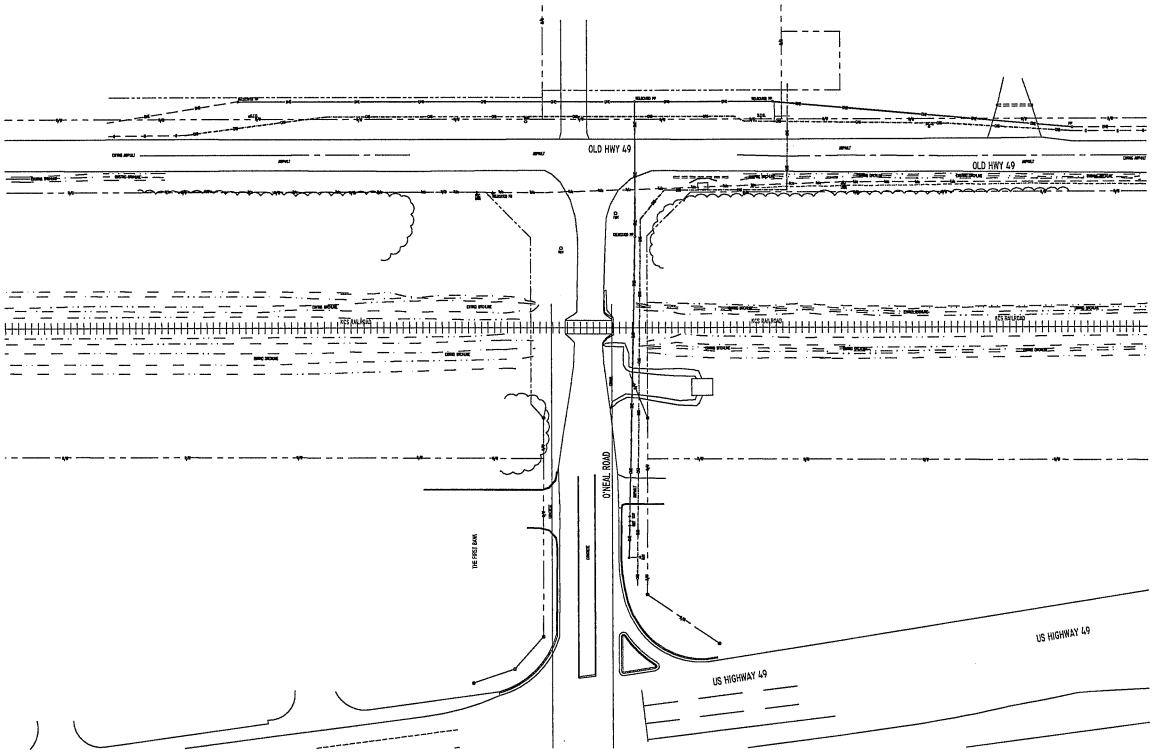
REVISIONS:	DATE:

Gulfport

CITY OF GULFPORT ENGINEERING DEPARTMENT
1400 VENO AVENUE, GULFPORT, MS 39507

APPROVED: W. MILLER
PROJ. ENGINEER: J. HARRISON
DRAWN BY: D. BELL
SCALE: AS INDICATED
DATE: MARCH 18, 2023

DRAWING NUMBER
5 OF 10



SCALE: 1" = 30'

PROJECT TITLE:
OLD HIGHWAY 49 AT O'NEAL ROAD INTERSECTION IMPROVEMENTS
GULFPORT, MISSISSIPPI

SHEET NAME: UTILITY RELOCATION PLAN

SEAL

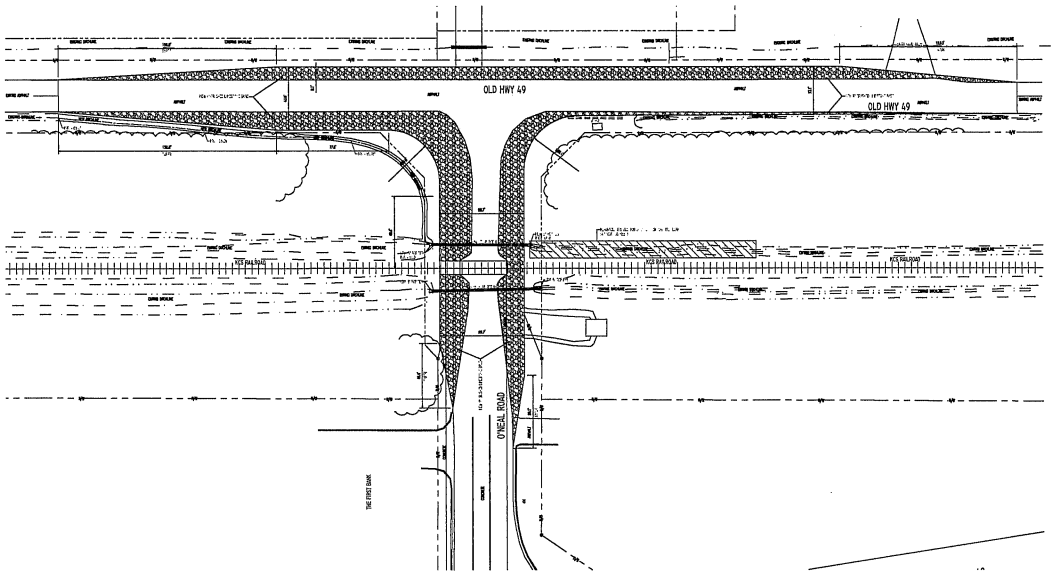
REVISIONS:	DATE:

Gulfport

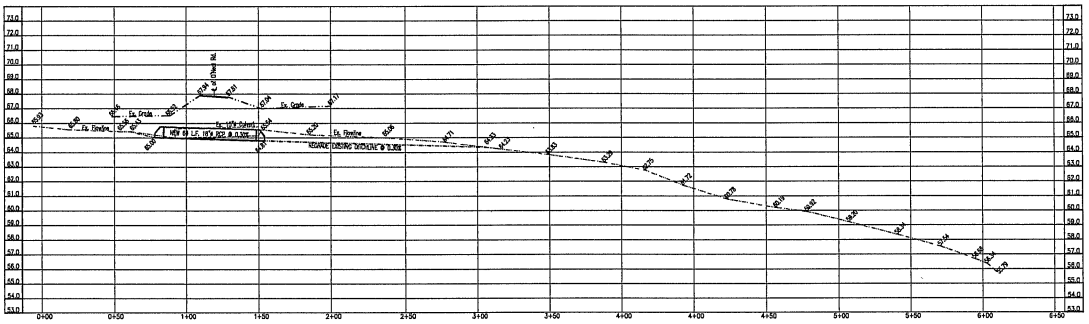
CITY OF GULFPORT ENGINEERING DEPARTMENT
1980 VENICE AVENUE, GULFPORT, MS 39507

APPROVED:	W. MILLER
PROJ. ENGINEER:	J. HARRISON
DRAWN BY:	D. BELL
SCALE:	AS INDICATED
DATE:	MARCH 18, 2022

DRAWING NUMBER
6 OF 10



HORIZONTAL 1" = 30'
VERTICAL 1" = 3'



PROJECT TITLE: OLD HIGHWAY 49 AT O'NEAL ROAD INTERSECTION IMPROVEMENTS
GULFPORT, MISSISSIPPI

SHEET NAME: DRAINAGE AND GRADING PLAN

SEAL

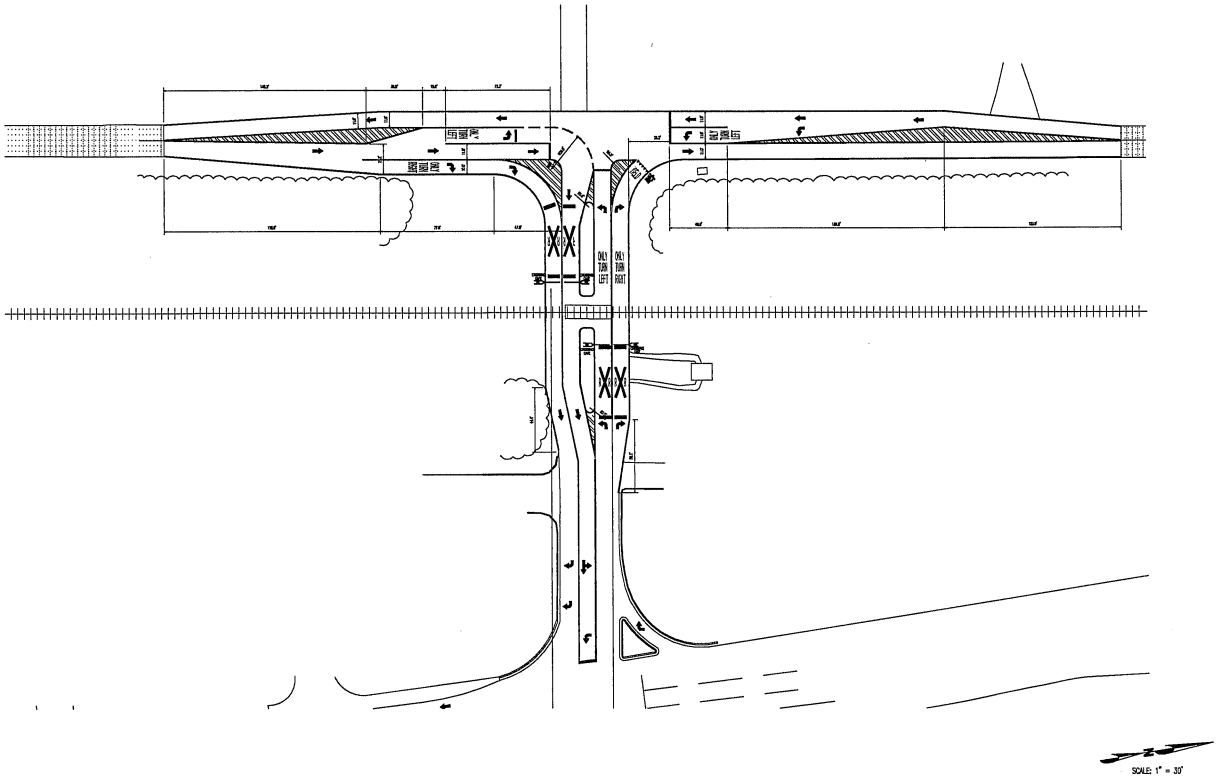
REVISIONS:	DATE:

Gulfport

CITY OF GULFPORT ENGINEERING DEPARTMENT
1420 HENN AVENUE, GULFPORT, MS 39507

APPROVED: W. MILLER
PROJ. ENGINEER: J. HARRISON
DRAWN BY: D. BELL
SCALE: AS INDICATED
DATE: MARCH 18, 2022

DRAWING NUMBER
7 OF 10



PROJECT TITLE:
OLD HIGHWAY 49 AT O'NEAL ROAD INTERSECTION IMPROVEMENTS
GULFPORT, MISSISSIPPI

SHEET NAME: SIGNAGE AND STRIPING PLAN

SEAL

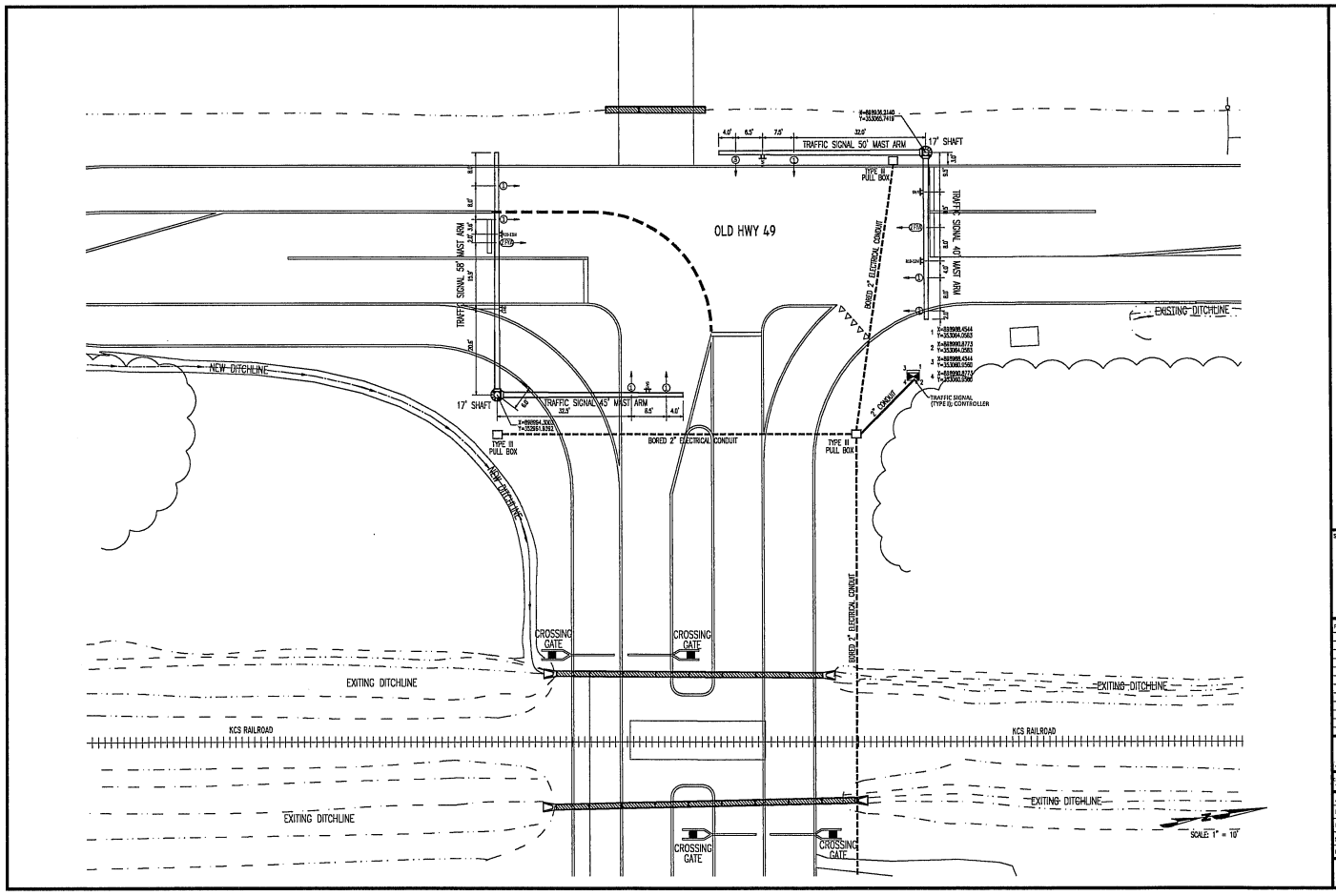
REVISIONS:	DATE:

Gulfport

CITY OF GULFPORT ENGINEERING DEPARTMENT
1409 FOWS AVENUE, GULFPORT, MS 39507

APPROVED: W. MILLER
PROJ. ENGINEER: J. HARRISON
DRAWN BY: D. BELL
SCALE: AS INDICATED
DATE: MARCH 18, 2022

DRAWING NUMBER
8 OF 10



PROJECT TITLE: OLD HIGHWAY 49 AT O'NEAL ROAD INTERSECTION IMPROVEMENTS
GULFPORT, MISSISSIPPI

SHEET NAME: TRAFFIC SIGNAL PLAN

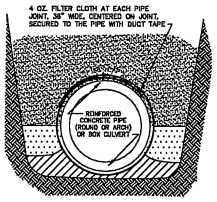
SEAL

REVISIONS:	DATE

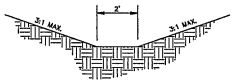
CITY OF GULFPORT ENGINEERING DEPARTMENT
1420 KERN AVENUE, GULFPORT, MS 39507

APPROVED: M. MILLER
PROJ. ENGINEER: J. HARRISON
DRAWN BY: D. BELL
SCALE: AS INDICATED
DATE: MARCH 18, 2022

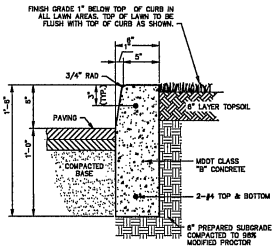
DRAWING NUMBER
9 OF 10



STORM DRAIN PIPE WRAP

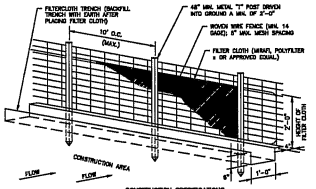


SWALE SECTION



NOTE:
1/2" PREMOLDED EXPANSION JOINT REQ'D @ 40 O.C. AND SCORE @ 10' O.C.

FREE STANDING CURB



CONSTRUCTION SPECIFICATIONS

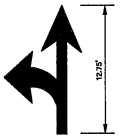
INSTALLATION:

1. USE STEEL "T" POSTS THAT ARE 5 FEET IN LENGTH.
2. INSTALL POSTS STARTING AT THE CENTER OF THE LOWEST POINT OF THE FENCE LINE. DRIVE POSTS 12 INCHES INTO THE GROUND.
3. INSTALL POSTS ON 10-FOOT CENTERS IF METAL MESH FENCING IS TO BE USED AS ADDITIONAL SUPPORT. IF NO METAL FENCING SUPPORT IS USED, THEN INSTALL POSTS ON 6-FOOT CENTER OR LESS.
4. EXCAVATE A TRENCH 4 INCHES DEEP BY 4 INCHES WIDE ON THE UPHILL SIDE OF THE FENCE POSTS.
5. STAPLE OR TIE SILT FENCE FABRIC TO POSTS ON UPHILL SIDE, LEAVING 8 INCHES ON THE BOTTOM TO EXTEND DOWN AND ACROSS THE BOTTOM OF THE TRENCH.
6. BACKFILL TRENCH AND TAMP DOWN OVER FABRIC.
7. ALLOW 6-INCH OVERLAP AT JOINTS.
8. MULCH BARE GROUND UPHILL OF SILT FENCE OR PROVIDE OTHER EROSION CONTROL MEASURES.

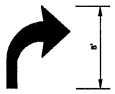
MAINTENANCE:

1. REMOVE ACCUMULATED SEDIMENT ALONG THE FENCE WHEN IT HAS REACHED A THIRD TO A HALF OF THE FENCE HEIGHT. DO NOT PLACE SEDIMENT ON THE DOWNHILL SIDE.
2. INSPECT WEEKLY AND AFTER EACH SIGNIFICANT STORM EVENT (GREATER THAN 1/2 INCH OF RAIN).
3. REMOVE FENCE WHEN AREA ABOVE THE FENCE HAS BEEN STABILIZED.
4. IF FABRIC IS TORN, THEN REPLACE WITH A NEW PIECE THAT STRETCHES TO POST ON EITHER SIDE OF THE TEAR.

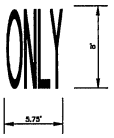
SILT FENCE DETAIL



TURN & THROUGH LANE-USE ARROW



TURN LANE-USE ARROW



PAVEMENT MARKING DETAIL

PROJECT TITLE:
OLD HIGHWAY 49 AT O'NEAL ROAD INTERSECTION IMPROVEMENTS
GULFPORT, MISSISSIPPI

SHEET NAME: CIVIL DETAILS

SEAL

REVISIONS:	DATE:

Gulfport

CITY OF GULFPORT ENGINEERING DEPARTMENT
1420 HENN AVENUE, GULFPORT, MS 39507

APPROVED: W. MILLER
PROJ. ENGINEER: J. HARRISON
DRAWN BY: D. BELL
SCALE: AS INDICATED
DATE: MARCH 18, 2022

DRAWING NUMBER
10 OF 10

July 15, 2024

Kenny Stokes
DNA Underground, LLC.
228-216-8244
kenny.dnautilities@gmail.com

Subject: **Quote for RWIC Services**

Dear Ms. Stokes,

Thank you for contacting RailPros to provide a Roadway Worker In Charge (RWIC) for the upcoming project in MS.

RailPros provides associates with extensive railroad experience, all qualified in GCOR, Maintenance-of-Way, and On-track safety. All RailPros RWICs are dedicated to safety on the jobsite. We have a number of RWICs that can mobilize to new locations with proper notification.

RailPros charges a daily rate which includes an 8-hour on-site work day, mobilization, and Per Diem costs. Our services are billed for the RWIC's time on site, to include any time setting up and taking down track protection, if applicable. Any time beyond the RWIC's 8 hours will be charged at an hourly overtime rate.

The rates for our services are as follows:

Standard Workday:	
Standard 8-hour day	$750.00
Overtime rate per hour after 8 hours	$95.00
Mobilization Fee:	
One-Time Fee	$500.00

In the event of cancellation, if RailPros Management is given less than 24 hours' notice, it is considered a billable day. Cancellations must be made in writing to CPKC.Info@RailPros.com.

This quote is based on RailPros standard labor rates and does not take into any account prevailing wage requirements. If prevailing wages are applicable for this project, RailPros will re-quote based on the prevailing wage requirements.

Invoices are submitted upon completion of the job or at month's end. On-going jobs are billed on a monthly basis. Payments of invoices are due upon receipt. Invoices are subject to a 1.5% fee for every 30 days the payment is delinquent. Please contact RailPros at 877-315-0513 or CPKC.info@railpros.com for more information.

The quoted rates are valid for 30 days and is subject to the Services Agreement (SA).

RailPros Scope of Work

Provider agrees to provide flagging and other staff support services to client or its contractors (the "Services") at the dates, locations and times requested by client. The Services will be provided pursuant to the terms and conditions in the Agreement. Provider will require Provider's employees and any subcontractors and agents involved in the providing such Services (collectively, "Provider Personnel") to comply with the applicable terms of this Agreement in providing such Services. Provider warrants that (i) Services will be provided in a workmanlike manner, (ii) Provider Personnel will have the requisite experience, skills, knowledge, training and education to perform Services in a professional manner and in accordance with this Agreement. The Services will be provided in compliance with all governmental laws, regulations, and rules, and in accordance with Maintenance of Way and Signal Department On-Track-Safety Roadway Worker Rules and the Company's Operating Rules. A Scope of Services/Service Quote shall be prepared for each site at which the Services are to be performed, and it shall become apart of this Agreement when authorized in writing by each party's authorized representative. The Scope of Services will set forth, at a minimum, the cost, location, dates, times and expected number of personnel required for each job site.

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RailPros Field Services, Inc.

SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into by and between RailPros Field Services, Inc. ("RailPros") and the entity or individual ("Customer") described in the Scope of Work/Customer Information Request attached hereto as "Exhibit A" (the "SOW"). The SOW is expressly incorporated herein by reference for all purposes. The SOW also provides RailPros' charges for services requested. This Agreement shall become effective upon the earlier of the Customer's executing this agreement or RailPros' reasonably undertaking to perform services requested by the Customer (the "Effective Date").

WHEREAS Customer desires to retain RailPros to provide certain services described and set forth in further detail in the SOW (the "Services"); and

WHEREAS, RailPros has the capability and capacity to provide the Services and—subject to the terms and conditions set forth herein—is willing to perform such Services; and

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RailPros and Customer (hereinafter, collectively, the "Parties," or each, individually, a "Party") agree as follows:

1. RailPros shall provide Services to the Customer: (1) in accordance with the terms of this Agreement; (2) within any parameters set forth in the SOW; and (3) to the reasonable satisfaction of the Customer. In turn, the Customer shall pay RailPros for its services at the applicable daily rate(s) set forth in the SOW.

2. RailPros shall periodically provide Customer with invoices that set forth the value of the Services provided to Customer during a defined period of time (collectively, the "Invoices"; individually, an "Invoice"). Invoiced amounts are due and payable within thirty (30) days of the date included on an Invoice, and Customer shall remit payment to RailPros at 1320 Greenway Dr., Suite 490, Irving, Dallas County, TX 75038. In the event Customer fails to timely remit payment to RailPros as required in this Section 2, RailPros may elect to immediately cease providing Services to Customer—without providing any advance notice to Customer— until Customer remits payment for all amounts owed by Customer for Services. Customer expressly agrees and acknowledges that it shall neither assert nor seek to enforce any claim for damages or penalties arising from RailPros' ceasing performance under this Section 2. RailPros' right to cease providing Services based on nonpayment and/or untimely payment is independent of any right(s) set forth in Section 5 of this Agreement.

3. In the event that Customer contests any charge(s) included on an Invoice and/or asserts that any Services described in an Invoice were deficient, Customer shall submit a written complaint to RailPros (a "Complaint") within fifteen (15) business days of its receipt of the challenged Invoice. A Complaint must set forth (in detail): (1) the Services and/or Invoice entries that Customer is contesting; (2) the basis for Customer's Complaint; and (3) Customer's desired solution. Failure to timely submit a Complaint shall constitute a waiver of any grievances related to the subject Invoice and shall further be construed as an unequivocal agreement to pay all amounts described therein.

4. Customer may terminate this Contract, in whole or in part, at any time without cause, and without liability except for required payment for services rendered by providing at least twenty-four (24) hours written notice to RailPros. Failure to provide timely notice under this provision shall obligate Customer to pay RailPros for one (1) additional days' worth of Services at the applicable daily rate(s) set forth in the SOW.

5. RailPros may terminate this Agreement without liability, effective upon providing notice to Customer, if Customer: (1) materially breaches a provision of this Contract and fails to cure its breach within fifteen (15) days after receipt of written

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notice of its breach, or (2) becomes insolvent or admits and/or demonstrates its inability or unwillingness to pay its debts as they become due.

6. This Agreement shall commence as of the Effective Date and shall continue thereafter until the Services described in the SOW are completed or the Contract is terminated.

7. This Agreement benefits solely the Parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

8. This Agreement may not be altered, amended, modified or otherwise changed, except by a writing duly executed by the Parties hereto.

9. This Agreement constitutes the final and entire agreement between the Parties, and this Agreement supersedes all prior understandings and agreements, if any, among or between the Parties.

10. The failure of any Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way affect the validity of this Contract or any part thereof or the right of any person thereafter to enforce each provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other breach.

11. This Agreement shall be interpreted and construed under the laws of the State of Texas, and venue for all suits arising out of or relating to this Contract shall be brought exclusively in a Texas state district or county court sitting in Tarrant County, Texas.

12. All invoices, requests, communications, and notices required to be sent to Customer shall be delivered to the address(es) and/or email address(es) set forth in the SOW. All Complaints, requests, communications, and notices required to be sent to RailPros shall be sent to RailPros at 1320 Greenway Dr., Suite 490, Irving, Dallas County, TX 75038, Attention: Daniel Carter. Anynotice of termination and/or cancelation shall be sent to RailPros at Daniel.Carter@RailPros.com.

13. Neither of the Parties shall be liable for any delays or failures in performance due to acts of God, strikes, lockouts, labor restrictions by governmental authority, civil riots, war and acts of terrorism.

14. In the event of any subsequent litigation involving the interpretation or enforcement of this Contract, the prevailing Party shall recover against the non-prevailing Party all of its costs and reasonable attorneys' fees incurred in connection with the lawsuit.

15. In connection with RailPros' providing the Services, RailPros agrees to obtain the following insurance policies: (1) a Commercial General Liability policy with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate (the "CGL Policy") and (2) a Commercial Automobile Liability policy with limits of not less than $1,000,000 (collectively, the "Policies").
The Policies shall include Customer as additional insureds (collectively, the "Additional Insureds"). Coverage for the Additional Insureds shall be primary and non-contributory to any other insurance maintained by Customer. Coverage for Additional Insureds under the CGL Policy shall be set forth via an ISO endorsement form CG 20 26 07 04 (or equivalent endorsement), unless otherwise limited by applicable law. The Policies shall include a Waiver of Subrogation in favor of Customer. RailPros agrees to provide Customer with Certificate(s) of Insurance that verify the foregoing.
In addition, RailPros agrees to maintain Workers' Compensation insurance (the "WC Policy") with limits established by statue in the state where the Services will be provided. All RailPros employees providing Services shall be covered under the WC Policy, including employees who are sole proprietors, members or partners, whether or not required by applicable law. The WC Policy shall also include a Waiver of Subrogation in favor of Customer.

16. RailPros and Customer each agree to indemnify, defend, and hold the other harmless from any third- party claims, costs, liabilities, judgments, expenses, or damages (including reasonable attorneys' fees and other costs of suit) alleged to arise from the indemnifying party's sole negligence in performing their respective obligations under this Agreement.

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Thank you,

RailPros

CANDACE MOONEY
Project Coordinator Lead – Field Services

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By my signature, I acknowledge that I have read, understand, and agree to the terms in the quote and service agreement

_____
Client Company Representative (Print Name/Sign)

_____
Title

_____
Date

_____

If you have any questions regarding this quote and/or service agreement, or would like further information, please feel free to contact RailPros.

RailPros offers a full suite of right of way services including permitting, utility inspections, railroad engineering services and customizable training. To learn more, visit www.railpros.com

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