Tuesday

July 18, 2017

Gautier, Mississippi

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held July 18, 2017 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Phil Torjusen, Council Members, Mary Martin, Cameron George, Richard Jackson, Casey Vaughan, Rusty Anderson, and Adam Colledge. Also present were Paula Yancey, City Manager; and Cindy Russell, City Clerk; and other concerned citizens. Absent was Josh Danos, City Attorney.

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
July 18, 2017 @ 6:30 PM

I. Call to Order

1. **Prayer**

2. **Pledge of Allegiance**

II. Agenda Order Approval

III. Announcements

1. **City of Gautier Basketball Camp July 24th and July 25th 9AM - 12PM at the Gautier United Methodist Church Gymnasium.**

2. **City of Gautier Football Camp July 28th 8:30 AM - 11AM at the Gautier High School Football Field.**

3. **Music on the Lawn featuring Mississippi Song Writers on Saturday, July 22nd at Gautier City Hall from 5PM - 8PM.**

IV. Presentation Agenda

1. **Recognition of Retirement for Captain Steve E. Vlahos of the Gautier Fire Department.**

V. Public Agenda

1. **Agenda Comments**

VI. Business Agenda

1. **Approval to extend the contract with Waste Pro of Mississippi, Inc. for Solid Waste Services at no additional increase until September 1, 2018.**

2. **Authorization to accept the Contract Extension with DRC Emergency Services, LLC for Debris Removal and 70-hour push in preparation for Hurricane/Disaster Debris.**

3. **Authorization to accept the Contract Extension with Thompson Consulting Services for Disaster Related Debris Removal Monitoring**

4. **Approval of Brownfields Grant - Goodwyn, Mills & Cawood Contract Amendment**

5. **Authorization of Right-of-Way Real Estate Services Contract for Martin Bluff Road Widening Project: STP-9194-00(001)LPA/105069-801000.**

6. **Discussion of Agenda Process.**

7. **Approval of Docket of Claims.**

VII. Consent Agenda (All items approved in one motion)

1. **Approval of minutes from Regular Council Meeting held July 5, 2017.**

2. **Authorization to accept a Monetary Donation from Hancock Bank to the City of Gautier.**

3. **Approval of Delta Computer Systems Software Support Agreement Addendum.**

4. **Approval and authorization to pay business landlord reestablishment expenses to Fred Harwell, Paulette Harwell and Courtney Amanda Harwell Filgo, for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.**

5. **Approval and authorization to pay moving expenses- actual cost to Gloria Griffin Blakeney for the Martin Bluff Road Widening Project STP-9194- 00(001) LPA/105069-801000.**

6. **Approval of NRCS Drainage Improvements – Seymour Engineering Agent Authorization for Mississippi Department of Marine Resources Permit Application.**

7. **Receive June 2017 Privilege License Report.**

VIII. STUDY AGENDA

1. **Discuss Citizen Comments**

2. **Discuss Council Comments**

3. **Discuss City Manager Comments**

4. **Discuss City Clerk Comments**

5. **Discuss City Attorney Comments**

Adjourn until August 1, 2017 @ 6:30 PM
www.gautier-ms.gov

Councilman Colledge made the motion to approve the agenda as follows:

1. Correction to Consent Agenda Item #1 - Approval of minutes from Regular Council Meeting held July 5, 2017.
2. Add to Announcements – Mississippi Masterpieces Art and Songwriting Contest on November 11, 2017 @ 6:00pm to 9:00pm.
3. Add Business Agenda Item #8 - Consideration of approval settlement offer in Eminent Domain litigation in cause number 2017-20,157 currently pending in Jackson County, Ms.

Councilman George seconded the motion and the vote carried unanimously.

Announcements

1. City of Gautier Basketball Camp July 24th and July 25th 9AM - 12PM at the Gautier United Methodist Church Gymnasium.
2. City of Gautier Football Camp July 28th 8:30 AM - 11AM at the Gautier High School Football Field.
3. Music on the Lawn featuring Mississippi Song Writers on Saturday, July 22nd at Gautier City Hall from 5PM - 8PM.
4. Mississippi Masterpieces Art and Songwriting Contest on November 11, 2017 @ 6:00pm to 9:00pm.

Presentation

1. Recognition of Retirement for Captain Steve E. Vlahos of the Gautier Fire Department.

CITY OF GAUTIER BASKETBALL CAMP

GAUTIER MISSISSIPPI
Nature's Playground

DATE: JULY 24th & 25th

TIME: 9 a.m.- 12:00 p.m.

WHERE: Gautier United Methodist Church Gymnasium
AGE: Boys and Girls ages 7-12

COST: 2 non-perishable canned goods to donate to local food pantry.

Dribbling. Passing. Shooting. Rebounding

Whether you have played before or not come out and have a good time. All skill levels are welcomed!

Registration Deadline July 20th

To register, please visit:
Gautier City Hall
3330 Hwy 90
or contact Chassity Bilbo at 228-497-8000 ext. 306
cbilbo@gautier-ms.gov

CITY OF GAUTIER BASKETBALL CAMP

DATE: JULY 24th & 25th **TIME:** 9 a.m.— 12:00 p.m.

WHERE: Gautier United Methodist Church Gymnasium

Name: _____

Address: _____

City: _____**State** _____ **Zip**:_____

Email: _____**Phone:** _____

Emergency Contact Name: _____**Phone:** _____

Health Insurance Provider:_____ **Policy #:** _____

Medical Waiver

I hereby state my child _____is in good health and has my
(CHILD'S NAME)

permission to participate in the City of Gautier's Basketball Camp activities. I authorize the staff at the camp to provide emer-gency first aid in the event of sickness or injury. I also give my permission for the City of Gautier to sign for me in the event that emergency treatment, hospitalization, and/or surgery is required. I understand I am financially responsible for any medical bills incurred by my child while at the City of Gautier Basketball Camp.

My signature below hereby releases the camp, camp sponsor, camp workers, camp volunteers, City of Gautier, and Gautier First United Methodist Church from any and all liability and any manner of actions, suits, damages, claims, and demands on account of personal injury arising from my child's participation in the camp.

Parent Signature: _____**Date**:_____

Please list any medical conditions the camp volunteers should be aware of during camp.

_____

_____

To register, please visit:
Gautier City Hall
3330 Hwy 90
Contact Chassity Bilbo at 228-497-8000 ext. 306 cbilbo@gautier-ms.gov

GAUTIER MISSISSIPPI
Nature's Playground

GAUTIER YOUTH FOOTBALL CAMP

Jackson County YOUTH FOOTBALL Association

AGES
7-12 YRS

REGISTRATION
FREE TO ALL PARTICIPANTS (MAXIMUM 200)

SPONSORS
City of Gautier

GHS Football Coaching Staff

WHEN:
July 28, 2017

8:30 am - 11:00 am

WHERE:
GHS Football field

“ THE SWAMP “

4307 Gautier-Vancleave Rd.

Gautier, MS 39553

INFORMATION

City of Gautier

3330 Hwy 90

Gautier, MS 39553

C: 228-219-3259

C: 228-219-7695

E: rhonea@gautier-ms.gov

Mail completed form to: City of Gautier
P.O. Box 670, Gautier, MS 39553, drop off at Gautier City Hall
3330 Hwy 90

Participant’s Name: _____

Participant’s DOB/Grade/Age: _____

Address/City/State/ZIP: _____

_____

Parent/Guardian Phone: _____

Parent/Guardian Email: _____

Parental/Guardian Consent/Insurance Waiver

Parent/Guardian’s Name: _____

Relationship to child: _____

Allergic reactions/medical conditions (medicine, food, asthma,etc.) _____ Yes No

If Yes, please list: _____

_____

All participants are responsible for their own medical/accident coverage. The city is not responsible for participants’ injuries. Participants will not be allowed to play unless the following information is submitted and the form signed by the parent or guardian of the participant.

Participant’s Insurance Company: _____

Insurance Co. Address: _____

Policy Holder: _____

Policy #: _____

I/We the undersigned hereby certify that I/We am (are) the parent(s) or legal guardian(s) of the camp participant. I/We hereby give permission for the camp staff to seek appropriate medical attention for the camp participant and for the camp participant to receive medical attention in the event of accident, injury or illness. I/We will be responsible for any and all costs of medical attention and treatment. I/We, the undersigned for ourselves, our heirs, executors and administrators waive, release and forever discharge the City of Gautier and Gautier High School and its staff, officers, agents, employees, representatives, successors, and assigns of and from all rights and claims for damages, injury or loss to person or property which may be sustained or occur during participating in camp activities or while at camp; whether or not damages, injury or loss is due to negligence. I/We hereby acknowledge that our child is physically fit and mentally capable of participating in camp activities.

Parent/Guardian Signature: _____

Date: _____

CITY OF GAUTIER'S

Hot. Summer. Nights.

MUSIC ON THE LAWN!

Featuring Mississippi Songwriters!

Double Dee **Tim Rogers**

Taylor Craven **Derek Norsworthy** **Robert Ragno**

Gautier City Hall

July 22,2017

Bring your own lawn chair

5:00 p.m. - 8:00 p.m.

Music. Food. Fun.

GAUTIER
MISSISSIPPI

Nature's Playground

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

RESOLUTION NUMBER 024-2017

RESOLUTION APPROVING THE EXTENSION OF THE CONTRACT WITH WASTE PRO OF MISSISSIPPI, INC. FOR SOLID WASTE SERVICES AT NO ADDITONAL INCREASE UNTIL SEPTEMBER 1, 2018

BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the extension of the contract with Waste Pro of Mississippi, Inc. for Solid Waste Services at no additional increase until September 1, 2018 is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and Council of the City of Gautier, Mississippi authorizes the City Manager or City Clerk to execute any and all documents necessary.

Motion was made by **Councilwoman Martin**, seconded by **Councilman Vaughan** and the following vote was recorded:

AYES: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 18, 2017.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Sherry Farabee, Purchasing Agent
Date:	07/10/2017
Subject:	Approval to extend the contract with Waste Pro of Mississippi, Inc. for Solid Waste Services at no additional increase until September 1, 2018.

REQUEST:

City Council authorization is requested to extend the contract with Waste Pro of Mississippi, Inc. for Solid Waste Services at no additional increase until September 1, 2018.

BACKGROUND:

The City and Waste Pro of Mississippi, Inc. enter into a written contract on September 1, 2012 for solid waste disposal services with a contract period of one (1) year and an option to extend the contract on a yearly basis for up to five additional years.

RECOMMENDATION:

Based on the information provided, Staff recommends that Council approve to accept the additional one (1) year extension with Waste Pro of Mississippi, Inc.

ATTACHMENTS:

1. Waste Pro Extension

EXTENSION OF MUNICIPAL SOLID WASTE DISPOSAL SERVICES CONTRACT BETWEEN THE CITY OF GAUTIER AND WASTE PRO OF MISSISSIPPI, INC.

This contract extension is made and entered this the 18th day of July, 2017 by and between Waste Pro of Mississippi, Inc., a Mississippi corporation (hereinafter referred to as "Contractor") and the City of Gautier, Mississippi (hereinafter referred to as "City").

WHEREAS, on or about September 1, 2012, the City and Contractor entered into a written agreement for solid waste disposal services as more fully described in the "City of Gautier Municipal Solid Waste Disposal Services Contract", including all attachments thereto (hereinafter referred to as "the Contract");

WHEREAS, the City and Contractor desire that the current rate for solid waste collection will remain the same for the duration of the extension; and

WHEREAS, the City and Contractor receive a mutual benefit and consideration from the extension;

IT IS THEREFORE AGREED that the Contract currently existing (including any and all revisions and/or amendments approved by the parties) between the City and the Contractor will be extended until September 1, 2018, with no rate increase during the extension.

DATED this 18th day of July, 2017

By:_____
Jon Bierd, Division Manager
Waste Pro of Mississippi, Inc.

By:_____
Paula Yancey, City Manager
City of Gautier

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 138-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the contract extension for a period of one (1) year with DRC Emergency Services, LLC for Debris Removal and 70-hour push in preparation for Hurricane/Disaster Debris is hereby authorized.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilwoman Martin** seconded by **Councilman George** and the following vote was recorded:

AYES: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 18, 2017.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Sherry Farabee, Purchasing Agent
Date:	07/06/2017
Subject:	Contract Extension with DRC Emergency Services, LLC for Debris Removal and 70-hour push in preparation for Hurricane/Disaster Debris.

REQUEST:

City Council authorization is requested to accept the option within the current contract with DRC Emergency Services, LLC for an additional one (1) year term to provide Disaster-Related Debris Removal Services for the City of Gautier in the event that these services are required.

BACKGROUND:

In an effort to be prepared for future disasters, City staff advertised a Pre-Event Request for Proposals from qualified contractors to perform Disaster-Related Debris Removal Services and Monitoring Services in the event that such services are needed. State and Federal procurement laws were followed in soliciting these proposals which were opened on June 19. 2014. The current contract with DRC Emergency Services, LLC for Removal Services became effective August 27, 2014 with a contract period of two years and an option to extend the contract on a yearly basis for up to two additional years.

RECOMMENDATION:

Based on the information provided, Staff recommends that Council approve to accept the additional one (1) year term for Disaster Related Debris Removal Services with DRC Emergency Services LLC.

ATTACHMENTS:

1. Letter for extension with DRC Emergency Services
2. Contract for Disaster Related Debris Removal Services (August 27, 2014)

P.O Box 17017, Galveston, TX 77552
TTY: 888-721-4DRC • Phone: 504-482-2848 • Fax: 504-482-2852
www.drcusa.com

June 13, 2017

Chastity Bilbo
City of Gautier
3330 Highway 90
Gautier, MS 39553

RE: Contract between DRC Emergency Services and the City of Gautier, MS
Debris Removal and 70-hour push in preparation for Hurricane/Disaster Debris

Ms. Bilbo,

The City of Gautier contract is set to expire on August 30, 2017. DRC Emergency Services, LLC would like to take this opportunity to offer the City an extension to the contract between DRC Emergency Services, LLC and City of Gautier, MS for a period of one (1) year. The pricing, terms and conditions in the original contract will remain in effect for the duration of this contract expiring August 30, 2018.

If this offer of renewal is acceptable to you, please execute below and fax or email it to my attention to (504) 482-2852 or (lgarcia@drcusa.com). Also, if you have any questions, please feel free to contact me. I look forward to continuing our relationship with you and City of Gautier, MS.

Sincerely,

Lisa M Garcia
Contracts Manager
Cell: (504)715-9052

Agreed and Accepted by:
City of Gautier, MS

_____
Authorized Signature

_____
Title

_____
Date

PREAMBLE: Debris Removal and 70 Hour Push

This contract is intended to have Contractors load, haul and dispose of debris from the City of Gautier from devastated areas in the event of a disaster declaration. The City will pre-qualify contractors and define boundaries within the City for the pre-qualified contractor(s). List references in Section 1 of the bid package (with contact information) that can attest to the past performance on similar projects as described in the Scope of Work, and the volume of debris hauled for the client. To qualify for this project, Prime **Contractor must have hauled a minimum of 500,000 CY** for one event in the last 8 years, and be verifiable by the agency for which the debris was hauled. The debris removed under this Contract is intended to be the material generated by the disaster that is a threat to the public health and safety of the community, and is to be disposed of in permitted, approved permanent landfills. Since this is a pre-event contract, conditions may present themselves such that no work assignments are issued from this contract if an emergency declaration is not instituted, or if the City chooses to use its own forces to remove the material.

In addition, if the City determines there is sufficient need for a 70 hour push, this contract is intended to move roadway debris quickly to the side of the road to provide access into devastated areas. The debris is not to be removed or disposed, only to provide clear access routes to allow for: 1) movement of emergency vehicles, 2) law enforcement, 3) resumption of critical services, and 4) damage assessment of critical public facilities and utilities.

A performance bond of $100,000 will be required that will be surrendered within 48 hours of landfall of hurricane if contractor has not mobilized equipment. This contract is for a term of two years with an option to extend on a yearly basis for up to two additional years with City Council approval. The Council shall have authority to decline renewal at such intervals. Non-renewal shall not be deemed breach of contract.

Contractor must have ownership of the equipment listed in the pricing schedule, or identify the intended subcontractor and that the subcontractor owns the equipment at the time of the bid. This contract is intended for debris contractors that have experience in providing this type of service on FEMA reimbursable contracts, with verifiable references of past contract performance of similar debris activity. Contractor must have been the prime contractor on a FEMA reimbursable debris project to qualify for this contract, and list the project and client reference that can verify this experience.

CONTRACT FOR DEBRIS REMOVAL and 70 HOUR PUSH
IN PREPARATION FOR HURRICANE/DISASTER DEBRIS

This Contract is made and entered into effective the 27 day of August, 2014, by and between the City of Gautier, Mississippi, a municipal corporation (hereinafter "City"), and DRC Emergency Services, LLC (hereinafter "Contractor"). W I T N E S S E T H:

WHEREAS, in order to be prepared to respond in the most timely manner possible to remove the storm/disaster related material that presents a threat to the public health and safety of the community in the immediate aftermath of a damaging hurricane or other declared disaster, it is necessary to engage the services of a contractor prior to actual landfall of a storm or declared disaster;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual benefits derived hereby, the receipt and sufficiency of all of which is hereby acknowledged by both City and Contractor, it is hereby agreed as follows:

I **PURPOSE:** The purpose of this Contract is to pre-qualify debris contractors to provide debris removal from certain public and private property as defined herein as a result of a Hurricane or other declared disaster. In the event that no disasters occur, the pre-qualified debris contractor may not get any work assignments out of this contract. The severity of the disaster will dictate the level of cleanup necessary; therefore, a smaller disaster may not include debris removal from private property, while a major disaster may include right-of-way cleanup, private property cleanup, and demolition of structures. This Contract is also effectuated into under the provisions of Section 33-15-17, Mississippi Code of 1972, and pursuant to any applicable Governor's Declaration of Disaster as provided by Section 33-15-31, Mississippi Code of 1972, as well any applicable President's Declaration of Disaster.

II SERVICES OF CONTRACTOR:

2.1 General Debris Removal

(a) Contractor shall be fully responsible for sorting debris at curbside in the **public rights-of-way,** debris loading, transportation of eligible debris from the public rights-of –way in sectors of the City as assigned by the City, and disposal of debris. The City reserves the right to change the Sector Assignments, either by increase or decrease, assigned to Contractor. The City may choose to select multiple contractors, and the City may choose to offer Contractors that are not the low bid, the opportunity to haul debris for the City at the low bid price. The Contractor may not enter private property to remove debris, unless authorized by the City in writing. The material at the street is to be sorted at the curb for disposal at the appropriate site. Household Garbage is to be sorted and not hauled as part of this contract. Vegetative debris and Construction/Demolition (C/D) debris can be hauled to an approved landfill. Electronic waste is to be separated and hauled separately from other materials for disposal at an approved facility. Appliances are to be separated and hauled separately from other materials and handled delicately to allow for the recovery of the Freon and disposal (or recycling) at an approved facility. Exposed stumps at the ROW will be measured by the CY and paid for as debris.

(b) Contractor shall be fully responsible for eligible debris pick-up **from private property** (if authorized by FEMA), transportation of debris, and disposal of debris, provided that sufficient authorization to enter the property is acquired either through a valid "Right-of-Entry" or Court Order or administrative proceedings conducted by or on behalf of the City. The City shall designate which parcels of private property contain the debris to be removed. The City reserves the right to stop the debris removal on a parcel at any time prior to the completion of the debris removal on that parcel by the Contractor. When the removal of debris or structures from property by Contractor exposes any public utility line on a parcel, Contractor shall immediately notify the City of the need to cap said utility service or line and identify the Contractor's effort to resolve the utility issue. The City reserves the right to change the Sector Assignments, either by increase or decrease, assigned to Contractor. The material on private property is to be sorted on-site for disposal at the appropriate facility. Household Garbage is to be sorted and not hauled as part of this contract. Vegetative debris and Construction/Demolition (C/D) debris can be hauled to an approved landfill. Electronic waste is to be separated and hauled separately from other materials for disposal at an approved facility. Appliances are to be separated and hauled separately from other materials and handled delicately to allow for the recovery of the Freon and disposal (or recycling) at an approved facility. Contractor is to recover Freon from appliances and other Freon containing units.

(c) In addition to debris removal from public rights-of-way and private property, Contractor shall be fully responsible for demolition, debris pick-up, transportation and disposal of demolition debris, including Asbestos Containing Material (ACM) or Potentially ACM (PACM) eligible debris within the Sector of the City to which it

has been assigned. The contractor is responsible for securing all utilities on private property in compliance with City code and State law, including water and sewer caps. This includes capturing Freon from air conditioning units and appliances as governed by Federal, State and local laws. When the removal of debris or structures from property by Contractor exposes any public utility line on a parcel, Contractor shall immediately notify the City of the need to cap said utility service or line and identify the Contractor's effort to resolve the utility issue. The Contractor shall comply with OSHA, MDEQ and EPA requirements for ACM demolition, loading and hauling requirements to the location designated by the City within Jackson County. The Contractor cannot leave demolition material behind (including removal of floor coverings), except, perhaps, a clean slab. Slab removal is not authorized unless the slab is undermined and exposed and presents a health hazard and is designated as such by the City. The Contractor shall employ good demolition techniques, which includes:

1. Utilization of asbestos certified supervisors for visible assessment of asbestos siding and asbestos tile shingles prior to demolition,
2. Wetting debris during demolition to reduce the potential for air migration of asbestos,
3. Demolishing the building using a technique to minimize the excess breaking of asbestos,
4. Loading the material with techniques to maintain sufficient distance from personnel to reduce the exposure to airborne material,
5. Placing a placard on the truck hauling the ACM mix with C/D debris reading, "Warning Asbestos Hazard, Stay Away."
6. Notification of MDEQ through demolition notification forms within 24 hours of demolition.
7. Contractor shall employ all other demolition methods sufficient to maintain the safety of contractors, employees, sub-contractors, and the citizens of Gautier.

(d) Contractor shall be fully responsible for ACM/PACM debris disposal and compliance with NESHAP disposal requirements as governed by OSHA, MDEQ and EPA. The Contractor will deliver the ACM material to a municipal solid waste landfill or other NESHAP landfill within Jackson County and complete the manifest provided by the landfill for transportation of the material. The Contractor will contract directly with the landfill to pay the disposal costs related to the ACM debris. Contractor will follow the NESHAP regulations for demolition/abatement unless MDEQ and EPA provide for an accelerated policy for handling demolitions. Asbestos testing is not required as part of this Contract, as City will contract directly

with Asbestos Supervisor for testing and air monitoring. However, **all** Contractor employees engaged in operation of equipment conducting demolitions and truck drivers hauling demolition material must have "8 hour ACM Awareness Training" certification for handling ACM and any other training and requirements to satisfy the OSHA regulations.

(e) Contractor shall be fully responsible for final debris disposal. Contractor further shall submit proposed locations for debris disposal for approval by the City prior to hauling debris. Contractor shall provide the City with a copy of the approved permit of the disposal site. There will be no dumpsites, debris staging areas, or debris transfers within the City limits, nor will debris be permanently or temporarily stored or placed at any other location within the City. Contractor represents that it is familiar with all federal, state, and local ordinances, laws, rules, and regulations with respect to debris pick-up, transportation, and disposal, and that it will fully comply therewith at all times during the performance of work under this Contract.

(f) When a load of eligible debris is loaded into a truck, a representative of the City (whether a City employee assigned to the task or a subcontractor engaged to perform monitoring services) must be present to provide a load ticket to the driver. The load ticket shall contain such information, or space for subsequently providing information, which may be required to comply with FEMA requirements for reimbursement, including but not limited to: a ticket number; date; contractor name; truck number; truck capacity; point of debris collection; loading departure time; dump arrival time; and actual debris volume.

(g) Debris that is classified Hazardous or Toxic is not included in the scope of services, with the exception of Asbestos Containing Material (ACM). Hazardous or toxic materials or waste include, but is not limited to, petroleum products; paint products; electrical transformers; and known or suspected hazardous materials.

2.2 Leaning Trees/Hanging Limbs

(a) Contractor will engage in the removal of leaning and hanging vegetative debris from public property, private residential property and private commercial property, as assigned by the City, or its agents. Contractor shall be fully responsible for removal of damaged and disturbed trees 6" in diameter and greater leaning at an angle of 30 degrees or greater and designated as "removal". Entire trees shall be cut even with the ground and removed. Trees containing damaged and disturbed tree limbs, 2" in diameter and greater shall be paid for as a unit cost per tree, as listed in the Bidder's Schedule, regardless of the number of limbs cut from that tree, but requiring that the contractor cut all broken limbs that are greater than or equal to 2" in diameter. Diameter shall be measured at a point where the branch is cut off adjacent to the tree side of the break. Entire trees shall be cut even with the ground and removed if trunk is broken and the tree is marked "removal". Diameter of tree

shall be measured at a point four feet above the base of the tree. Contractor shall be responsible for removal of exposed stumps of diameter 6" or greater related to leaning trees. Stumps should have at least 50% of the root ball exposed to be eligible for removal. Stumps that are designated a safety hazard that are 25" or greater are to be extracted and the hole created by the extraction backfilled with fill dirt. Diameter shall be measured at a point two feet above the ground level. Price shall include extraction and removal of the stump and placement of fill dirt in the resulting hole. The unit bid price for each leaning tree, hanging limb and stump removal shall include the disposal of the debris derived from these leaners and hangers. Each eligible leaning tree and tree with hanging limbs and stump will be clearly marked or identified by a City representative (or monitor) to allow the reimbursement of the leaning and hanging vegetative debris. Leaning or hanging debris that is not marked or monitored will not be eligible for payment to the Contractor. The City (or its monitor) will determine what leaning and hanging vegetative debris and trees pose an immediate threat to public health and safety or to improved property.

(b) Contractor will be required to use load tickets (issued by the monitor) to track that eligible loads are disposed at approved facilities, as the unit bid price includes disposal of the material. Payment for cutting leaning and hanging vegetative material from each specified address will be contingent on the load tickets from the material being delivered to the approved disposal site. Contractor shall be fully responsible for final debris disposal. All material cut from a property must be removed from the property that same day.

(c) When the Contractor is working to remove leaning and hanging vegetative debris, or placing a load of eligible debris into a truck, a representative of the City (whether a City employee assigned to the task or a subcontractor engaged to perform monitoring services) must be present to provide a load ticket to the driver and to verify that the leaning and hanging debris is eligible for reimbursement. The load ticket shall contain such information, or space for subsequently providing information, which may be required to comply with FEMA requirements for reimbursement, including but not limited to: a ticket number; date; contractor name; truck number; truck capacity; point of debris collection; loading departure time; dump arrival time; and actual debris volume.

2.3 General Information

(a) Contractor shall operate during daylight hours coordinating with landfill, unless otherwise directed by the City's designated Project Manager. Removal shall be restricted to between the hours from dawn to dusk.

(b) Contractor shall be responsible for establishing and scheduling collection routes in consultation with City's designated Project Manager and for coordinating deliveries with the designated disposal facilities.

(c) During the period of this Contract, Contractor shall make at least two (2) passes

along all public rights-of-way and defined public property in the City, or as directed by the City based on the severity of the storm, with a minimum of one week, or such time period designated by the City, between passes for each particular area.

(d) Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes and fees, of all the necessary materials and shall furnish and pay for all the superintendents, labor, tools, equipment, transportation and pay for all disposal site dumping fees, and perform all other work required for the removal of all debris, as defined herein, in strict accordance with this Contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.

(e) Contractor shall be responsible for the conduct and action of all its employees and its sub-contractors. Contractor's employees and sub-contractors shall not exhibit any pattern of discourteous or discriminatory behavior to the public.

(f) Contractor shall be responsible for the compliance of any subcontracting parties with the agreed upon contract conditions, and with any applicable federal, state, or local regulations.

(g) Contractor shall not charge any resident, business or institution for work performed under this scope of work, nor shall Contractor or anyone employed or subcontracted by Contractor accept any additional monies from any resident, business, or institution for work performed under this scope of work.

(h) If any debris pile is designated "Do not remove" by property owner, Contractor shall by-pass said pile until the last pass and only remove pile at the direction of the CITY. If any pile is marked "Do not remove" by a FEMA or MEMA employee, Contractor shall not remove said pile.

(i) If Contractor encounters a body or human remains during the debris removal process, or is notified by the City of the probable existence of a body or human remains within any debris being removed, contractor shall immediately cease loading at that location until appropriate public officials have completed their investigation and cleared the site for resumption of debris removal activity.

III EQUIPMENT AND PERSONNEL:

(a) All trucks and other equipment utilized in the performance of this Contract must be in compliance with all applicable federal, state, and local rules and regulations, and are subject to the approval of the City. Any truck used to haul debris must be mechanically loaded by an appropriately sized front end loader, backhoe, or other approved and appropriate equipment. Additionally, the truck or trailer must dump hydraulically and be controlled from the cab of the vehicle and be capable of rapidly dumping its load without the assistance of other equipment or

have a self loading feature affixed to the body of the trailer. At a minimum, any truck used to haul debris must be equipped with a factory issued metal tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity; and measured and marked for its load capacity. Sideboards or other extensions to the bed are allowable, provided they meet all applicable rules and regulations, cover the front and both sides, and are to be constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bed sides. All extensions are subject to acceptance or rejection by the City. All trucks carrying debris must have functional tarps to contain the material from blowing out of the truck during transportation of the debris to the disposal sites. All equipment shall be subject to inspection by the City prior to their use and at all times during this Contract.

(b) Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed under this Contract. If asbestos is encountered in the debris being removed under this Contract, Contractor shall immediately notify the City of that fact and all procedures and precautions prescribed by law must be undertaken in the process of removing and disposing of that material.

(c) Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit. At a minimum, Contractor shall assure that all loads are transported without threat of harm to the general public, private property, and public infrastructure and have functional metal tailgates and tarps covering loads during transport.

(d) All vehicles and equipment shall have a fully functional and certified fire extinguisher of Class A type.

(e) Contractor will provide decals for trucks of minimum size of 18"x 18" for providing identifying information. Contractor will provide the City access to each debris truck 24 hours before debris hauling by that truck commences to allow the City time to measure the capacity of the truck. The City, or its designated representative, will then fill out a truck measurement form and provide the Contractor a measured capacity of the bed rounded to the nearest Cubic Yard (CY). Each vehicle and trailer transporting debris shall bear two (2) emblems (one on each side) that show the following:

A. "Contractor for the City of Gautier"
B. The assigned Truck/Trailer number
C. Cubic Yardage Capacity (for applicable trucks and trailers)

Any truck identified as manipulating their sideboards to reduce the available volume after measurement will be removed from the project and reported to the appropriate

authorities.

(f) Contractor shall operate in accordance with all Mississippi Department of Transportation standards including all pertinent traffic control techniques and procedures, as well as transportation of debris over roadways. Contractor shall be responsible for the control of pedestrian and vehicular traffic in the work area. Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be additional to the personnel and equipment required to perform the essential work described in this Contract. At a minimum, one flag person shall be posted at each end of each active loading site and one flag person shall be posted at each loading operation.

(g) No vehicles or equipment shall be located on public property or public rights-of -way within the City unless actively engaged in debris removal.

(h) Both City and Contractor will designate a specific person identified by name, address, phone number, and means of immediate communication access (cell phone) who shall be the contact person throughout the term of this Contract as agent of the City and Contractor, respectively. City and Contractor will immediately notify the other, telephonically, with a follow-up written confirmation within twenty-four (24) hours of any change in this designation. Such person shall be immediately available at all times during the performance of this Contract.

(i) Any personnel and equipment designated by Contractor to be utilized in the performance of the Contract shall not be utilized elsewhere or released in any way, fashion or form for the duration of the Contract unless approved in writing by the City.

(j) The contractor will provide an inspection tower at the dumpsite, if specified by the City. This tower must be constructed such that the City monitor can look down into the bed to fully view the debris load, establishing a volume. The City reserves the right to approve of the inspection tower prior to commencement of debris hauling activity. The inspection tower must be constructed to meet all local, state, and federal requirements. The contractor may not provide a mechanical lift in place of a constructed tower. The contractor shall provide portable restroom facilities at all dumpsites.

IV TIME:

(a) The contract will be for a term of two years with an option to extend on a yearly basis for up to two additional years, upon the discretion and approval of the City Council. Individual work assignments will be provided for a defined duration based on the magnitude of the disaster. The City will initiate work assignments and can issue additions or deletions to the Contract by written change orders, in its sole discretion, or the Contract is terminated as provided herein.

(b) Both parties pursuant to applicable federal, state, and local law will equitably negotiate subsequent changes and completion time.

V PAYMENT AND MEASUREMENT:

(a) Payment shall be based on a schedule of cost per cubic yard of eligible debris or by the individual pay items as defined in the Contractor Bidder's Schedule. Prices are valid for a 4 year period without any adjustments for fuel costs or inflation.

(b) Measurement for debris removed and disposed of will be by the cubic yard as predetermined through truck or trailer bed measurement, or through monitored inventory and documentation from the City or its agents based on the bid items provided herein. Actual measurement shall be documented by trip tickets on a form designated by the City. Load tickets will be provided by the City or its agent with a percentage of capacity identified on the ticket, as determined through observation from the tower at the dumpsite by the monitor, or through individual pay items as tracked and identified by the City, or its monitoring firm.

(c) Contractor shall be reimbursed based solely on the trip tickets issued and verified by the City at the Disposal Site or by the individual pay items as monitored and approved by the City or its agents. Contractor shall not invoice the City more frequently than once for each pass through its sector, or once monthly, whichever is greater. Contractor invoices must be separated by Federal Aid Routes, ROW and ROE work separately and identify and invoice first pass debris removal from Federal Aid routes separately.

(d) Contractor shall not be paid to handle, process, or dispose of debris that is unrelated to the specific declared disaster damage. Further, Contractor shall bill the City and be paid only for eligible debris that originates within the City.

(e) All payments made to the Contractor shall be subject to a 5% retainage and will be retained until ninety (90) days after completion of all contract work to insure against timely completion of the project and/or undiscovered damage to public or private property.

(f) The City reserves the right not to make any work assignments in the event of minimal damage or no declared disasters occur throughout the life of this contract, and the right to use CITY staff and equipment to haul debris.

VI LIABILITY AND INDEMNITY:

(a) Contractor shall be responsible for all damages and all liability to both public and private property in the performance of its duties under the Contract, and shall report such damages to the City Contact as soon as possible.

(b) Contractor does further indemnify and save harmless the City , its officers, agents, representatives, engineers, monitors, employees and attorneys from and against any and all losses and claims, demands, payments, suits, actions and judgments of every kind, including, without limitation, attorneys fees and expenses for the total cost of review and defending same, that may be brought or recovered against them by reason of any action or omission of the Contractor, its agents or employees (including those of any of his sub-contractors) in the performance of work under this Contract.

(c) In the event that the Contractor conducts demolition or debris removal from private property, and the action of removal removes an excessive volume of dirt from the property or significantly damages the property through rutting, replacement dirt may be required to fill the removed dirt material or ruts from the damaged property so as to avoid ponding of water on the property. Contractor should not excessively remove dirt from property. Replacement dirt will be required as a non-reimbursable item to repair the damage to the private property. Fill material to damaged property and type of fill material will be at the direction of the City and not be a reimbursed activity.

VII INSURANCE/BONDING

(a) Contractor shall maintain general liability insurance which shall remain in full force and effect throughout the term of the Contract, and any extension hereof, in an amount of not less than **$3,000,000.00**. Such insurance shall cover all operations under the Contract, whether such operations are by Contractor, or by any sub-contractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The City must be listed as an additional insured on said insurance policy.

(b) Contractor shall maintain in full force and effect throughout the term of the Contract, and any extension hereof, statutory worker's compensation insurance for all employees, including those of any subcontractor, utilized in the performance of the Contract.

(c) Contractor shall maintain in full force and effect throughout the term of this Contract automobile liability insurance. Such coverage shall be written on a comprehensive form covering owned, non-owned, and leased vehicles.

(d) All insurance or bonds required under the terms of this Contract and the Bid

Specifications and General Requirements shall be issued by a company licensed to do business in the State of Mississippi. Contractor must provide a performance bond of $100,000 to the City of Gautier upon notice of a work assignment for the Not to Exceed contract amount.

(e) Contractor shall submit renewal certificates to the City upon annual contract

renewals as proof of continued coverage for all required insurance and bonds.

VIII INDEPENDENT CONTRACTOR:

At all times and under all conditions Contractor and all sub-contractors shall be independent Contractors and shall not represent themselves in any way as agents of the City. As independent contractors, Contractor and all sub-contractors are not entitled to any City employment benefits.

IX TERMINATION:

The Contractor may terminate this Contract upon sixty (60) days written notice to the City, provided, however, that during such sixty (60) days (or until earlier release by the City), Contractor shall continue to diligently perform all of its duties hereunder. The City may cancel this Contract at any time for any reason, with or without cause, upon written notice to the Contractor. Contractor understands and accepts that any or all of the debris removal services undertaken by the City may be pre-empted, replaced, or performed by state or federal debris removal efforts, and that the City intends to solicit as much State and Federal Assistance in these endeavors as possible. Since this is a pre-event contract, conditions may present themselves such that no work assignments are issued from this contract if an emergency declaration is not instituted, or if the City chooses to utilize its own forces to respond to the disaster and debris removal efforts.

X PURPOSE OF 70 HOUR PUSH:

The purpose of this Contract is to provide the emergency protective measure of clearing the roads and streets of the City of debris to enable their use by vehicles, including but not limited to search and rescue vehicles, police vehicles, ambulances, fire trucks, and public works vehicles, as well as the general public. This Contract is also entered into under the provisions of Section 33-15-17, Mississippi Code of 1972, and pursuant to the Governor's Declaration of Disaster as provided by Section 33-15-31, Mississippi Code of 1972, as well as the President's Declaration of Disaster.

XI SERVICES OF CONTRACTOR:

11.1 70 Hour Push

(a) Contractor shall be responsible for clearing as many of the streets and roads of the City of Gautier as may be cleared during the term of this Contract (on a

priority basis established by the City, as communicated to the Contractor's designated Contract Representative by the City's designated Contract Representative (who shall be designated by the City Manager) by cutting debris, where necessary, and moving it aside in such a manner that vehicles may utilize those streets for search and rescue purposes, law enforcement purposes, fire prevention and containment purposes, as well as all other activities of public officials in protecting the public health, safety, and welfare and restoring essential services.

(b) Contractor shall provide the equipment specified herein, with operators and laborers, for debris clearing. The Contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repairs) the equipment listed in the Bidder's Schedule.

(c) The Contractor shall provide crews and equipment to provide these services for a period of Seventy billable (70) Hours after receiving a written Notice to Proceed from the City, or a verbal Notice to Proceed from both the City Manager and either the Director of Public Works, the Director of the Police Department, or the Director of the Fire Department.

(d) All hourly equipment rates include the cost of mobilization, cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment and personnel. Hours are for project hours on the job, with the equipment manned and operated, while supervised, within the City limits. No mobilization or travel time to the City are reimbursable, nor is idle equipment reimbursable or chargeable as part of this contract.

(e) The work shall consist of cutting fallen limbs or trees that obstruct the designated streets, and pushing the resulting debris to the side of the right of way or if directed by the City or its Monitor, place the material to a suitable location at the end of a street or to a vacant lot in such a manner that the designated street becomes passable to emergency and other vehicles. The work shall also consist of pushing structural and any other debris to the side of the right of way in such a manner that the designated street becomes similarly passable without damaging the City street or infrastructure.

(f) The Contractor shall only be paid for work on streets designated by the City's Contract Representative. In addition, Contractor shall only be paid for work performed where City monitoring agent is present, or has viewed site, and will be able to confirm performance, equipment used, and duration of equipment use. In working with the City/monitor, identification of Federal Aid/Non Federal Aid routes is essential in protecting the reimbursement of the City. When the Contractor is working to remove or clear debris, Contractor will notify the City through its Contract Representative that work is to be in progress such that the City can send a representative (whether a City employee assigned to the task or a subcontractor engaged to perform monitoring services) to review the Contractor's activity. Failure to notify the City or to perform work in such a manner that the City is unable to verify performance shall be a violation of this section and such work shall not be

compensated.

(g) The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, and local governments or agencies (including but not limited to the office of the Coroner, search and rescue units, and City work crews), or of any public utilities. In the event of a storm sufficiently severe to involve search and rescue efforts and body recovery efforts, whenever so directed Contractor shall suspend work and proceed at the direction of the search and rescue official in charge of any particular debris site.

(h) In the sole direction of the City, Contractor may be instructed by the City to cease work on any particular street or road at any time even though previously instructed to work on that street or road (whether to permit city, state, or federal work crews to perform debris removal tasks, to re-prioritize the schedule of streets to be cleared, or for any other reason). In the event Contractor is so ordered, Contractor will be paid for all work performed in accordance with this Contract up until the cease and desist notification.

(i) Contractor shall be responsible for the conduct and action of all its employees and its sub-contractors. Contractor's employees and sub-contractors shall not exhibit any pattern of discourteous or discriminatory behavior to the public.

(j) Contractor shall be responsible for the compliance of any subcontracting parties with the agreed upon contract conditions, and with any applicable federal, state, or local regulations.

(k) Contractor shall not charge any resident, business or institution for work performed under this scope of services, nor shall Contractor or anyone employed or

subcontracted by Contractor accept any additional monies from any resident, business, or institution for work performed under this scope of services.

XII <u>EQUIPMENT AND PERSONNEL:</u>

(a) All trucks and other equipment utilized in the performance of this Contract must be in compliance with all applicable federal, state, and local rules and regulations, and are subject to the approval of the City. All trucks must have functional tarps and factory issued metal tailgates. Sideboards or other extensions to the trailer are allowable, provided they meet all applicable rules and regulations, cover the front and both sides, and are to be constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2"x 6" boards or greater, and not to exceed more than 2 ft. above the metal bed sides. All equipment shall be subject to inspection by the City prior to their use and at all times during this contract.

(b) Contractor is responsible for determining and complying with applicable

requirements for securing loads, if any, while in transit. At a minimum, Contractor shall assure that all loads are transported without threat of harm to the general public, private property, and public infrastructure.

(c) All vehicles and equipment shall have a fully functional and certified fire extinguisher of Class A type.

(d) No vehicles or equipment shall be located on public property or public rights-of-way within the City unless actively engaged in debris removal.

(e) Both City and Contractor will designate a specific person identified by name, address, phone number, and means of immediate communication access (cell phone and/or pager) who shall be the contact person throughout the term of this Contract as agent of the City and Contractor, respectively. City and Contractor will immediately notify the other, telephonically, with a follow-up written confirmation within twenty-four (24) hours of any change in this designation. Such person shall be immediately available at all times during the performance of this Contract.

(f) Any personnel and equipment designated by Contractor to be utilized in the performance of the Contract shall not be utilized elsewhere or released in any way, fashion or form for the duration of the Contract unless approved in writing by the City.

XIII TIME:

(a) The maximum time allowable for complete performance in every respect under this Contract shall be Seventy (70) hours of equipment operation from the issuance of the Notice to Proceed per declared disaster. The contract will be for a term of two years with an option to extend on a yearly basis for up to two additional years, upon the discretion and approval of the City Council.

XIV PAYMENT AND MEASUREMENT:

(a) Payment shall be based on the hourly rates as identified in the attached Bidder's Rate Schedule (ATTACHED AS EXHIBIT A), subject to 5% retainage as required by State Law, up to the "Not to exceed" total provided in the bidders schedule, unless authorized by written Addendum as approved in writing by the City to exceed this amount. All equipment used on this project must be authorized by the City prior to initiation of work. Idle equipment and equipment hours not performed within the City limits are not payable as part of this contract.

(b) Verification of debris removal or clearing and hourly operating totals for each approved equipment type will be by the City's authorized representative.

(c) Contractor shall not be paid to handle or process debris that is unrelated to

disaster damage.

XV LIABILITY AND INDEMNITY:

(a) Contractor shall be responsible for all damages and all liability to both public and private property in the performance of its duties under the Contract, and shall report such damages to the City Manager or authorized designee as soon as possible.

(b) Contractor does further indemnify and save harmless the City, its officers, agents, representatives, employees and attorneys from and against any and all losses and claims, demands, payments, suits, actions and judgments of every kind, including, without limitation, attorney's fees and expenses for the total cost of review and defending same, that may be brought or recovered against them by reason of any action or omission of the Contractor, its agents or employees (including those of any of his sub-contractors) in the performance of work under this Contract.

XVI INSURANCE:

(a) Contractor shall maintain general liability insurance which shall remain in full force and effect throughout the term of the Contract, and any extension hereof, in an amount of not less than $3,000,000.00. Such insurance shall cover all operations under the Contract, whether such operations are by Contractor, or by any sub-contractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The City must be listed as an additional insured on said insurance policy.

(b) Contractor shall maintain in full force and effect throughout the term of the Contract, and any extension hereof, statutory worker's compensation insurance for all employees, including those of any subcontractor, utilized in the performance of the Contract.

(c) Contractor shall maintain in full force and effect throughout the term of this Contract automobile liability insurance. Such coverage shall be written on a comprehensive form covering owned, non-owned, and leased vehicles.

(d) All insurance or bonds required under the terms of this Contract and the Bid

Specifications and General Requirements shall be issued by a company licensed to do business in the State of Mississippi.

XVII INDEPENDENT CONTRACTOR:

At all times and under all conditions Contractor and all sub-contractors shall be independent Contractors and shall not represent themselves in any way as agents of the City. As independent contractors, Contractor and all sub-contractors are not entitled to any City employment benefits.

XVIII TERMINATION:

The City may cancel this Contract at any time for any reason, with or without cause, upon written notice to the Contractor. Since this is a pre-event contract, conditions may present themselves such that no work assignments are issued from this contract if an emergency declaration is not instituted.

XIX MISCELLANEOUS:

(a) Contractor shall make every effort to utilize and employ local sub-contractors, equipment rental, supplies and other locally available resources.

(b) Contractor shall comply with all federal, state, and local laws, rules, ordinances, and regulations regarding non-discriminatory hiring with regard to race, creed, color, national origin, or handicap.

(c) Contractor shall comply with the federal, state and local requirements regarding minority business enterprise (MBE) in the procurement of goods, equipment, or services, and shall insure that all sub-contracting, competitive, and equitable bidding opportunities are followed in order to afford such minority business enterprise participation. Contractor shall also comply with: Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11275 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60); the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); and, Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of labor regulations (29 CFR Part 5), as well as all other applicable federal regulations. The Contractor and/or Subcontractors listed as part of this contract cannot be on the Federal Debarred Contractors list.

(d) City is not responsible for potentially adverse working conditions including, but not limited to, limited fuel supplies, limited housing availability, limited food and water supplies, and wet and muddy conditions. Contractor represents that it has inspected the areas subject to this contract in its pre-storm condition and is familiar

with the street layout, including but not limited to, street widths; and has considered all other factors, both known and unknown, that will affect the work to be performed under this Contract, and accepts same "as is". Contractor further represents that it has not in any way relied upon any representation of the City or any of its agents, officers, representatives, employees, and attorneys.

(e) Contractor acknowledges that the severity of any storm which might make landfall at or near the City, as well as the extent of damage that may be caused thereby, cannot be ascertained by either party prior to the issuance of a notice to proceed, and that Contractor is prepared to perform the services called for in this agreement regardless of the extent of said damage. The Contractor acknowledges that the severity of the storm shall not be an excuse for non-performance and is providing a performance bond to ensure mobilization within 48 hours of landfall of a hurricane.

(f) Contractor shall cooperate fully with City for City to obtain the maximum amount of reimbursement from FEMA and MEMA.

(g) City shall provide, and Contractor shall allow, monitoring and inspections as necessary to determine contract performance, which may include, but is not limited to, on-site inspections and metering of operations, and inspections of operating records during Contractor's operating hours.

(h) Any environmental samples, analyses, or remediation actions required as a result of Contractor's equipment, operations, or activities shall be the full responsibility of the Contractor.

(i) All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of Mississippi, and in the event of a conflict that cannot be resolved; suit will be filed in the appropriate state court in Jackson County, Mississippi.

(j) This Contract is governmental in nature for the benefit of the general public of the City, and the City does not therefore waive the provisions of its sovereign immunity or its protection under the laws of the State of Mississippi.

(k) If any provision, section, sub-section, paragraph, sentence, clause, phrase, or portion of this Contract, or the documents incorporated herein is for any reason held invalid, unlawful, or unconstitutional by the Court identified herein, it shall not affect the remainder of the validity hereof provided such Contract is not so reduced by such holding as to render it invalid.

(l) This Contract may not be amended, altered or changed, except upon written agreement executed by the duly authorized representative of the Contractor and by the governing authority of the City. This Contract is subject to the approval of the Federal Emergency Management Agency (FEMA) and the Mississippi Emergency Management Agency (MEMA), and is subject to modifications as either of these agencies may require.

(m) This Contract shall not be assigned without the prior written consent of City.

(n) This Contract shall be binding upon the heirs, successors, assigns (if any), agents, officials, employees, independent contractors, and sub-contractors of the parties.

(o) Use of the masculine includes feminine and neuter, singular includes plural, and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope or intent of this Contract.

(p) Performance of Contractor shall be secured by a performance bond payable to the City of Gautier, Mississippi, in the amount of $100,000.00, in the event that the Contractor does not mobilize within 48 hours of landfall of a hurricane, or other Contractor's default or failure to perform under the terms and conditions of this Contract, the bond would become payable to the City of Gautier.

(q) The Contract documents which comprise and supplement the Contract between the City and Contractor consists of the following documents, which documents are made a part of this Contract as fully as if disclosed and written at length and made a part hereof: this Contract and the Notice to Proceed.

XX AWARD:

(a) Contractor shall make every effort to utilize and employ local sub-contractors, equipment rental, supplies and other locally available resources. The City reserves the right to accept or reject (in its sole discretion) proposed subcontractors. Contractor may not use any subcontractor rejected by the City.

(b) Contractor shall comply with all federal, state, and local laws, rules, ordinances, and regulations regarding non-discriminatory hiring with regard to race, creed, color, national origin, or handicap.

(c) The City reserves the right to award contracts to multiple companies. The City reserves the right to delete from the Scope the removal of debris from private property and demolitions of structures from the Contract at any time following the award of the Contract to the successful bidder, while requiring the Contractor to continue to remove material from public rights of way.

(d) The City reserves the right to award portions of work to separate contractors. One Contractor may be awarded any one (or more) individual bid items within this Scope.

(e) Contractor shall comply with the federal, state and local requirements regarding minority business enterprise (MBE) in the procurement of goods, equipment, or services, and shall insure that all sub-contracting, competitive, and equitable bidding opportunities are followed in order to afford such minority business enterprise participation.

(f) City is not responsible for potentially adverse working conditions including, but not limited to, limited fuel supplies, limited housing availability, limited food and water supplies, and wet and muddy conditions. Contractor represents that it has inspected the areas where debris is to be collected and removed and is familiar with the street layout, including but not limited to, street widths; and has considered all other factors, both known and unknown, that will affect the work to be performed under this Contract, and accepts same "as is". Contractor further represents that it has not in any way relied upon any representation of the City or any of its agents, officers, representatives, employees, and attorneys.

(g) Contractor shall cooperate fully with the City in order for the City to obtain the maximum amount of reimbursement from FEMA and MEMA.

(h) City shall provide, and Contractor shall allow, monitoring and inspections as necessary to determine contract performance, which may include, but is not limited to, on-site inspections and metering of operations, and inspections of operating records during Contractor's operating hours.

(i) Any environmental samples, analyses, or remediation actions required as a result of Contractor's equipment, operations, or activities shall be the full responsibility of the Contractor.

(j) All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of Mississippi, and in the event of a conflict that cannot be resolved; suit will be filed in the appropriate state court in Jackson County, Mississippi.

(k) This Contract is governmental in nature for the benefit of the general public of the City, and the City does not therefore waive the provisions of its sovereign immunity or its protection under the laws of the State of Mississippi.

(l) If any provision, section, sub-section, paragraph, sentence, clause, phrase, or portion of this Contract, or the documents incorporated herein is for any reason held invalid, unlawful, or unconstitutional by the Court identified herein, it shall not affect the remainder of the validity hereof provided such Contract is not so reduced by such holding as to render it invalid.

(m) This Contract may not be amended, altered or changed, except upon written agreement executed by the duly authorized representative of the Contractor and by the governing authority of the City. This Contract is subject to the review of the Federal Emergency Management Agency (FEMA) and the Mississippi Emergency Management Agency (MEMA), and is subject to modifications as either of these agencies may require.

(n) This Contract shall not be assigned without the prior written consent of City.

(o) This Contract shall be binding upon the heirs, successors, assigns (if any), agents, officials, employees, independent contractors, and sub-contractors of the

parties.

(p) Use of the masculine includes feminine and neuter, singular includes plural, and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope or intent of this Contract.

(q) The Contract documents which comprise and supplement the Contract between the City and Contractor consists of the following documents, which documents are made a part of this Contract as fully as if disclosed and written at length and made a part hereof:

(1) This Contract;

(2) Any Exhibits to this Contract;

(3) Contractor's Bid and Bonds;

(4) Notice of Award;

(5) Notice to Bidders;

(6) Bid Specifications and General Requirements;

(7) Any modifications, including change orders, duly delivered after execution of this Contract; and

(8) Notice to Proceed.

This Contract will be executed in multiple counter-parts, each one of which, when so executed, shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be entered into on the date first above written.

"CONTRACTOR"
DRC Emergency Services, LLC.

By: Krusty Fuentes

Title V.P. of Business Development

CITY OF GAUTIER, MISSISSIPPI

By: _____
MAYOR, CITY OF GAUTIER

ATTEST: _____
CITY CLERK

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 139-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the contract extension for a period of one (1) year with Thompson Consulting Services for Disaster Related Debris Removal Monitoring Services is hereby authorized.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilwoman Martin** seconded by **Councilman Colledge** and the following vote was recorded:

AYES: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 18, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 07/06/2017
Subject: Contract Extension with Thompson Consulting Services for Disaster Related Debris Removal Monitoring

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REQUEST:

City Council authorization is requested to accept the option within the current contract with Thompson Consulting Services for an additional one (1) year term to provide Disaster-Related Debris Removal Monitoring Services for the City of Gautier in the event that these services are required.

BACKGROUND:

In an effort to be prepared for future disasters, City staff advertised a Pre-Event Request for Proposals from qualified contractors to perform Disaster-Related Debris Removal Services and Monitoring Services in the event that such services are needed. Sate and Federal procurement laws were followed in soliciting these proposals which were opened on June 19, 2014. The current contract with Thompson Consulting Services for Monitoring Services became effective August 27, 2014 with a contract period of two years and an option to extend the contract on a yearly basis for up to two additional years.

RECOMMENDATION:

Based on the information provided, Staff recommends that Council approve to accept the additional one (1) year term for Disaster Related Debris Removal Monitoring Services with Thompson Consulting Services.

ATTACHMENTS:

1. Contract Term Extension with Thompson Consulting Services
2. Thompson Consulting Services Contract

thompson
CONSULTING SERVICES

July 6, 2017

Ms. Sherry Farabee
Purchasing Agent
City of Gautier
3330 Highway 90
Gautier, Mississippi 39553

SENT VIA E-MAIL TO: sfarabee@gautier-ms.gov

Subject: Contract Term Extension Request – Disaster Debris Monitoring

Dear Ms. Farabee,

Pursuant to the Contract for Debris Monitoring in Preparation for Hurricane/Disaster Debris (Agreement) between the City of Gautier (City) and Thompson Consulting Services, LLC (Thompson), dated August 27th, 2014, the term of the agreement is subject to extension for two (2) additional one (1) year periods. Please consider this letter as Thompson's formal request to exercise the second (2nd) option to extend the term of the Agreement with the City through August 26, 2018 under the same rates, terms, and conditions provided for in our Agreement.

Based on market conditions, Thompson is confident that the rates, terms, and conditions in our existing Agreement offer an excellent value to the City if our services are required. Thompson would be honored to continue to serve as your disaster debris monitoring services provider and stand prepared to exceed the service expectations that the City has established.

Respectfully Submitted,

THOMPSON CONSULTING SERVICES, LLC

Jon Hoyle, President

1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746
407.792.0018 ph. / 407.878.7858 fax
www.thompsoncs.net

CITY OF GAUTIER DISASTER DEBRIS MONITORING CONTRACT

CONTRACT FOR DEBRIS MONITORING
IN PREPARATION FOR HURRICANE/DISASTER DEBRIS

This Contract is made and entered into effective the 27th day of August 2014 by and between the City of Gautier, Mississippi, a municipal corporation (hereinafter "City"), and Thompson Crowting Service, (hereinafter "Contractor"). W I T N E S S E T H:

WHEREAS, in order to be prepared to respond in the most timely manner possible to monitor the removal of the storm/disaster related material that presents a threat to the public health and safety of the community in the immediate aftermath of a damaging hurricane or other declared disaster, it is necessary to engage the services of a contractor prior to actual landfall of a storm or declared disaster;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual benefits derived hereby, the receipt and sufficiency of all of which is hereby acknowledged by both City and Contractor, it is hereby agreed as follows:

I. BACKGROUND

The City of Gautier, Mississippi, (the CITY), requires the services of a monitor to support the oversight and management of debris recovery contractors, as well as the compilation and organization of documentation necessary for the CITY to obtain reimbursement for expenditures on debris removal and monitoring from federal and state agencies. MONITOR will provide a range of related services including training and other services as needed and ordered by the CITY. Other services may include, if required by the CITY, facilitating communication with the Federal Emergency Management Agency (FEMA), the Mississippi Emergency Management Agency (MEMA), the State of Mississippi and other federal and state agencies. This scope is to prequalify firms as a pre-event contract for a contract period of 2 years, with an option to extend the contract on a yearly basis for up to two additional years.

II. SCOPE

A. GENERAL

Upon notification by the CITY to proceed, the MONITOR will provide the workers to fill the positions identified in the Monitoring Contract in sufficient numbers to perform the services required herein. In addition to other services specified herein, MONITOR shall:

1. Work with the CITY's emergency operations staff in the event a hurricane storm track is anticipated to make landfall.
2. Monitor services of "70 Hour Push" debris contractor should the severity of a storm require the services of a contractor to "push" debris aside to clear major roads;

3. Monitor debris removal contractors' progress and make recommendations to improve efficiency and speed up recovery work.
4. Assist with identification of eligible debris and issue a load ticket to debris loading crews.
5. Assist the CITY with responding to public concerns and comments if requested by the CITY.
6. Notify the CITY of non-compliance with contracts by any debris removal contractor.

B. BASIC SERVICES.

Field services provided by MONITOR include:

1. Preparation and reproduction of trip tickets in a format designated by the CITY;
2. Hiring and training of all personnel for positions needed to perform the monitoring contract;
3. Pre-measure truck capacity and assign truck number to each contractor vehicle that is hauling debris to disposal sites. A log of truck measurements will be submitted to the CITY for filing with state and federal agencies;
4. Reviewing the amount and type of debris loaded by each debris removal contractor at each point of loading;
5. Issuing properly and accurately filled out trip tickets at the point of loading for each loading site of each debris removal contractor;
6. Evaluating each truck as it arrives at the debris disposal site, and accurately and completely filling out and verifying trip tickets for each such truck for each debris removal contractor.

Other services provided by MONITOR include:

1. Measure and record the truck capacity on truck measurement logs.
2. Log debris volumes in a digital format (ex. Microsoft Excel). Data to be tracked includes date, contractor, disposal site, trip ticket number, capacity, load rating, actual yards, location of debris, and type of debris;
3. Track first pass debris as Federal Aid route, or Non Federal Aid route, to protect reimbursement from FEMA and FHWA.
4. Compare truck capacity on trip ticket with measured truck volume to identify any errors.
5. Provide debris volume reports to the CITY, and as requested by FEMA/MEMA;
6. File original tickets by numerical order, by Contractor, by day and by disposal site to be submitted to the CITY for record keeping;
7. Verify hours that equipment and personnel are utilized by "70 Hour Push" debris contractor, if such contractor is utilized by CITY.

C. PROJECT MANAGEMENT

MONITOR will prepare and submit operational reports throughout the duration of the debris removal operations. Daily reports shall document the debris contractors' activities and progress from the previous day and shall be submitted by 9:00 a.m. to the CITY Project Manager. Each daily report submitted will contain the following minimum information:

1. Contractor name;
2. Progress by area and estimations of total quantities remaining, including time to completion;

3. Submission of trip tickets within two days sorted by numerical order, by Contractor, by day and by disposal site.

Additional written reports may be requested by the CITY which shall document the debris contractors' activities and progress from the previous report and cumulatively for each Contractor. Each such additional report submitted will contain such information as may be requested by the CITY.

MONITOR shall review Contractor pay requests and make a recommendation to the City in regards to the accuracy and completeness of the invoice and payment recommendation. Each invoice should be coded with the correct Project Worksheet number to expedite the CITY'S reimbursement.

D. RECORD RETENTION

MONITOR shall collect and retain all documentation which it utilizes in the performance of the Monitoring Contract, including but not limited to, all such documentation that may be required by FEMA in order to process reimbursement requests by the CITY.

E. MEETINGS AND COMMUNICATIONS

Open, timely conversations and written documentation are significant actions to provide successful completion of the debris removal contracts. Throughout the execution of the contracts, MONITOR will meet with CITY representatives as directed by and coordinated with the CITY. MONITOR will attend a conference for the debris recovery contractors, if so directed by the CITY, and will attend regular progress and coordination meetings, as appropriate.

MONITOR shall attend City Council Meetings, as requested, to directly respond to public comments, public records requests, or City Council questions as they relate to the progress or issues with the debris removal project.

MONITOR shall attend meetings conducted by MEMA and/or FEMA as requested by the City. MONITOR shall provide assistance to the CITY and or MEMA/FEMA in completing all Project Worksheets necessary for reimbursement. Monitor will generate reports to support the questions and reimbursement as necessary.

F. FIELD MONITORING

The MONITOR shall ensure that site monitors as specified below are deployed and operational commensurate with the beginning of debris collection and the establishment of debris sites. At a minimum monitoring shall consist of the following personnel:

1. __1__staff per debris disposal site
2. __1__staff per debris loading site or crew

In the event the "70 Hour Push" debris contract is activated by the CITY, the MONITOR and the

CITY shall co-ordinate assignment of personnel to each applicable location, and the CITY shall have the option of assigning CITY personnel to some or all of the debris sites.

G. QUALITY CONTROL

The MONITOR shall:

1. Document daily and weekly recovery work, ensuring that proper records are maintained for trip tickets and recovery costs, separated by Federal Aid/Non-Federal Aid routes for First Pass debris removal efforts;
2. Inspect means and methods to measure and record work and recommend changes that may be needed;
3. Recommend stopping work in progress that is not being performed or documented in the appropriate manner;
4. Inspect work in progress to ensure that removal efforts include debris of the proper type in the proper areas;
5. Check work in progress to make sure that the proper work authorizations, permits, and other prerequisites has been received;
6. Report on any improvements in work assignments and/or efficiency/productivity that may be appropriate;
7. Maintain digital photo documentation of recovery work on a weekly basis.

H. REVIEW, PERMITS, LICENSES AND CERTIFICATES

A wide variety of permits, licenses, and certificates may be required to perform debris management work, depending on the assignment. The MONITOR will work closely with the Contractor, CITY and local agencies and regulators to clarify and resolve any compliance issues, as well as to determine requirements for and to assist with obtaining necessary permits, licenses, and certificates, if requested. Some of the permits that we anticipate being required for this type of work include, but may not be limited to the following:

1. Environmental Permits - Asbestos/lead paint abatement, construction permit, demolition permits;
2. Clean Air Act (Emissions) Permits - Burn permit (air curtain incinerators), stack-monitoring permit, fugitive emissions (dust) control permit.

I. EVENT CLOSURE

MONITOR will assist the CITY in preparing final reports necessary for reimbursement by FEMA, MEMA and any other applicable agency for disaster recovery efforts by CITY staff and designated debris removal contractors, as requested by the City. The MONITOR will assist in reviewing and processing requests for payment by the disaster debris removal contractors.

III. SCHEDULE

MONITOR will provide continuous services for the period specified in the Monitoring Contract. MONITOR will mobilize a staff of sufficient size to adequately monitor debris removal operations.

J. Payment to the Monitor

Monitor will provide the services as defined in this Scope based on an hourly rate schedule, as provided in the Fee Table. These hourly rates will include all expenses, as no direct expenses will be included in this contract, unless authorized by separate Addendum to this contract.

This Contract will be executed in multiple counter-parts, each one of which, when so executed, shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be entered into on the date first above written.

"CONTRACTOR"

By: _____

Title President

CITY OF GAUTIER, MISSISSIPPI

By: _____
MAYOR, CITY OF GAUTIER

ATTEST: _____
CITY CLERK

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 140-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the contract amendment with Goodwyn, Mills & Cawood, Inc. for Environmental Consultant Services related to the City's federally funded Brownfields Assessment Program is hereby approved.

IT IS FURTHER ORDERED that the amendment will add Planning/Economic Visioning for up to three sites that have been assessed and cleared under the brownfields program. It will add $10,000.00 to the not to exceed amount.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilwoman Martin** seconded by **Councilman Colledge** and the following vote was recorded:

AYES: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 18, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 07/11/2017
Subject: Brownfields Grant- Goodwyn, Mills & Cawood Contract Amendment

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REQUEST:
The Grants & Projects Administrator requests approval to amend the contract with Goodwyn, Mills & Cawood, Inc. for Environmental Consultant Services related to the City's federally funded Brownfields Assessment Program.

BACKGROUND:
EPA's Brownfields Program provides funds to empower states, communities, tribes and nonprofits to prevent, inventory, assess, clean up, and reuse brownfield sites. A brownfield site is defined as "real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of hazardous substances, pollutants, contaminants, controlled substances, petroleum or petroleum products, or is mine-scarred land."

Assessment grant funding is used to inventory, characterize, assess, and conduct planning (including clean-up planning) and community involvement related to brownfield sites. On August, 14, 2014, Gautier was awarded a $400,000 Brownfields Assessment grant with a project period of 10/01/14 through 09/30/2017. This grant requires no local match. City Council approved the selection of Goodwyn, Mills & Cawood, Inc. as the City's Environmental Consultants at the November 4, 2014, City Council meeting.

DISCUSSION:
An amendment is required to widen the scope of work related to this project. The original contract included the following services: Project Management and Reporting, Community Involvement/Engagement, Site Inventory and Assessments, and Evaluation and Cleanup Planning with a total amount not to exceed $361,000 over the three-year grant period. This amendment will add Planning/Economic Visioning for up to three sites that have been assessed and cleared under the brownfields program. It will add $10,000 to the not to exceed amount.

RECOMMENDATION:
The Grants & Projects Administrator recommends approval to amend the contract with Goodwyn, Mills & Cawood, Inc. for Environmental Consultant Services related to the City's federally funded Brownfields Assessment Program as outlined above.

The City Council may:
1) Approve the Contract Amendment with Goodwyn, Mills & Cawood, Inc. as presented; or
2) Not approve the Contract Amendment with Goodwyn, Mills & Cawood, Inc. for the services listed above.

ATTACHMENTS:
1. Contract Amendment

AMENDMENT TO AGREEMENT BETWEEN CITY OF GAUTIER AND GOODWYN, MILLS & CAWOOD, INC. FOR ENVIRONMENTAL ASSESSMENT

Professional Services: Community Planning Addition

WHEREAS, on or about January __, 2015, Goodwyn, Mills & Cawood, Inc., an Alabama corporation (**"GMC"** or **"Environmental Assessor"**) and the City of Gautier, Mississippi, (**"City"**) entered into a contract for environmental assessments and other Brownfield work in the City of Gautier, and

WHEREAS, the City requires community planning for three (3) environmental assessment sites which were subject to a Brownfield review, and

WHEREAS, GMC holds itself out to be skilled and capable of performing professional services in the form of community planning for such environmental assessment sites,

NOW, WHEREFORE, THE PARTIES AGREE AS FOLLOWS:

GMC shall perform community development planning of three (3) environmental assessment sites that were a part of related Brownfield work in the City of Gautier, Mississippi in accordance with the Expanded Scope of Work as approved by the City of Gautier and the US EPA Region 4.

GMC shall perform such work subject to the following terms:

1. Community Planning after Assessment. GMC shall complete all community planning activity and associated work as specified in GMC's Scope of Work, a copy of which is attached hereto as **Exhibit A** and incorporated by reference as if set out fully herein.

2. **Project**. The project for which the community planning and assessment work shall be performed is the City of Gautier Brownfields Assessment Project, in Gautier, Mississippi.

3. **Time of Performance**. GMC shall proceed with the assessment in a diligent manner and shall substantially complete the scope of work within a reasonable period of time for completion by September 15th, 2017. The project goals are outlined in the Scope of Work. The timeline will commence at the time this agreement is signed by both parties.

4. **Payment Price**. Owner shall pay GMC for completion of the planning work in accordance with GMC's amendment shall be for a cost not to exceed $10,000.

5. **Payment Terms**. GMC shall submit application for payment and an invoice to the City upon project completion. City shall process and remit payment to GMC within thirty (30) days of receiving the invoice. If GMC does not receive payment within thirty (30) days, the outstanding invoices shall bear an interest rate of 1 % per month.

6. **Commencement of Contract**. GMC shall begin planning and development work immediately upon the execution of this agreement.

7. **Availability of Site and Other Lands**. Owner shall furnish and assist in providing GMC access to (a) all lands, including the site of the project and rights-of-way and easements for access thereto, and (b) such other lands and facilities that are designated or required for the use of GMC, including but not limited to such off-site lands and facilities as are reasonably necessary to conduct planning activity.

8. **Existing Conditions**.

a. The City represents that it has fully disclosed to GMC any information that the City knows or has reason to suspect concerning the existence of contaminants at the project sites. For purposes of this agreement, "**Contaminant**" shall mean any substance or material that is regulated by laws or regulations to protect the public health or the environment due to its characteristics or as a result of its quantity or both. A contaminant may include, but is not limited to the following: asbestos, hazardous substances, hazardous wastes, PCBs, petroleum, or radioactive materials.

b. The City acknowledges that GMC may have legal obligations with respect to public health and safety and will cooperate with GMC to help ensure compliance with these obligations.

c. GMC shall periodically advise the City of the presence and condition of Contaminants encountered at the project.

d. If GMC discovers or identifies conditions for which it reasonably believes that the City is legally required to provide notice to a public agency, it shall so advise the City and give the City the first opportunity to provide such notification. In any event, GMC shall have the right to report the presence of any Contaminant to public agencies having jurisdiction if it reasonably believes that it is required by law to do so.

e. The parties acknowledge and understand that the presence of Contaminants and other potentially hazardous conditions at the site were not caused by or the responsibility of GMC, and neither this agreement or any other document transfers any legal responsibilities for such conditions from the City to GMC.

9. **Differing Site Conditions**. GMC shall promptly, and before the conditions are disturbed, give written notice to the City of:

a. Subsurface or latent physical conditions at the site which differ materially from those indicated in any initial investigations;

b. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character called for by **Exhibit A**; or

c. The presence of Contaminants, contaminated areas or contaminated resources not disclosed in this agreement in existence as of the date of receipt of the proposal.

10. **GMC's Responsibilities; Standard of Care**.

a. GMC shall perform all services under this agreement with the care and skill ordinarily used by members of GMC's profession practicing under like and similar conditions at the same time and locality.

b. GMC makes no representation, warranty, or guarantee, expressly or impliedly, as to its findings, recommendations, plans, specifications, drawings, or professional judgment or advice except as provided for in paragraph 10(a).

c. The City acknowledges that compliance with the standard of care is not an assurance that all risks applicable to the City in connection with the project have been identified and managed.

d. GMC shall supervise, inspect and direct assessment relating to GMC's scope of work with the standard of care as set forth herein. GMC shall be solely responsible for the means, methods, techniques, sequences and procedures employed by it to perform the scope of work. Additionally, GMC planners will utilized the information provided in the assessments to develop a conceptual drawing of potential reuse of the identified property at the list of 3 sites, selected by the City of Gautier.

11. **Emergencies**. In emergencies affecting the safety or protection of persons or assessment work or property at or adjacent to the sites, GMC shall act to prevent threatened damage, injury or loss. GMC shall give the City prompt written notice if GMC believes that any significant changes in the assessment scope of work or variations from the scope of work have been caused thereby or are required as a result thereof.

12. **Indemnification**. GMC shall indemnify and hold the City harmless from and against all claims, costs, losses and damages, including reasonable attorney fees, arising out of or related to the GMC's failure to meet the standard of care as defined herein, provided that: (1) any such claim, costs, loss or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and (2) such obligation shall apply only to the extent such claim, cost, loss or damage is caused by any negligent act or omission of GMC or any of its subcontractors, engineers, suppliers, or any other individual or entity for whose acts GMC is liable.

13. **Termination**. The City may, after giving thirty (30) day's written notice to GMC, terminate this agreement but only if GMC fails to perform the services according to this agreement. GMC may, after giving thirty (30) day's written notice to the City, terminate this agreement, but only if (a) the City fails to pay GMC for a period of time longer than 90 days; or (b) the scope of work is suspended for more than 90 days through no fault of GMC.

14. **Dispute Resolution**. The City and GMC shall commence all claims, disputes, causes of action or other matters, whether in tort, contract or otherwise, against the other arising out of or related to this Agreement in accordance with the following:

- Any claim, dispute, causes of action or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to litigation. The parties shall select one mediator to conduct the mediation, with such mediation to take place in Jackson County, Mississippi, unless the parties agree to a different location. The parties shall bear the mediator's fee and any other fees related to the mediation equally.
- If the parties do not resolve a dispute through mediation, the parties may pursue all legal remedies available. Any litigation related to the subject matter of this contract amendment must be instituted in Jackson County, Mississippi.

15. **Consequential Damages**. Consequential damages will be limited as dictated by Mississippi law.

16. **Governing Law**. The laws of the State of Mississippi shall govern all matters arising under this Agreement.

17. **Binding Effect**. GMC and the City, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither GMC nor the City shall assign this Agreement without the written consent of the other.

18. **No Intended Third Party Beneficiaries**. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a

third party against GMC or the City, and the parties mutually represent there are no third party beneficiaries to this Agreement.

19. **Confidential Information**.

(a) If GMC or the City receives information specifically designated by the other party as “confidential” or “proprietary”, the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for each applicable Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

(b) This provision shall not apply to any information (1) which is or was generally available to the public from sources other than GMC or the City, and their respective representatives, (2) is or becomes available to GMC or City from a third party which is not known by GMC or City to be subject to a confidential agreement with the other party, (3) is already in the possession of GMC or City or developed by GMC or City without reference to any information, or (4) which GMC or City become obligated to disclose by any law, regulation or judicial process.

20. **Modification**. No amendment or modification of this Agreement, or any Task Order, will be effective unless it is in writing and signed by the parties.

21. **Entire Agreement**. This Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all other oral or written agreements or policies relating thereto.

22. **Severability**. If any provision of this Agreement is unenforceable to any extent, the remainder of the agreement, or application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

The parties are signing this Amendment Agreement on the date stated in the introductory clause.

Signed: For the Consultant For the City

Date:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 141-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Real Estate Services Contract with Right of Way (ROW) Technology, Inc. and its proposed subcontractors to provide professional Services for right of way acquisition for the Martin Bluff Road Widening Project is hereby authorized. The Real Estate Service Contract with ROW Technology, Inc. is contingent on MDOT approval.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilwoman Martin** seconded by **Councilman George** and the following vote
was recorded:

AYES: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 18, 2017.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	April Havens, Grants Administrator
Date:	07/11/2017
Subject:	Authorization of Right-of-Way Real Estate Services Contract for Martin Bluff Road Widening Project: STP-9194-00(001)LPA/105069-801000.

REQUEST:

The Grants & Projects Administrator requests authorization to enter into a Real Estate Services Contract with Right of Way (ROW) Technology, Inc. and its proposed subcontractors to provide professional services for right-of-way acquisition for the Martin Bluff Road Widening Project.

BACKGROUND:

This project is intended to provide improved traffic operations and safety on Martin Bluff Road. The City advertised in November 2013 for professional services for Right of Way Appraisal and Review Appraisal Services, Legal Services, and Acquisition Agent Services. City Council selected ROW Technology, Inc. to provide these services at the March 18, 2014, City Council meeting according to MDOT and FHWA Consultant Selection Process requirements.

DISCUSSION:

The original contract with ROW Technology expired Dec. 31, 2016. A new contract is required to resume work and receive reimbursements from MDOT. The not-to-exceed amount will not increase.

RECOMMENDATION:

The Grants & Projects Administrator recommends that City Council authorize entering into the Real Estate Service Contract with ROW Technology, Inc. for services outlined above, contingent on MDOT approval.

The City Council may:
1) Approve the Real Estate Services Contract with Right of Way Technology, Inc. as presented; or
2) Not approve the Real Estate Services Contract with Right of Way Technology, Inc. for the services listed above.

ATTACHMENTS:

1. Proposed Contract

REAL ESTATE SERVICE CONTRACT

Martin Bluff Road Widening Project
Project No. *STP-9194-00(001)LPA/105069-801000*
Jackson County

This CONTRACT, is made and entered into by and between the *City of Gautier*, a body Politic of the State of Mississippi (the "LPA"), and *Right of Way Technology, Inc.* (the "CONSULTANT"), a *Mississippi Corporation* duly registered to do business in the State of Mississippi, whose address for mailing is *593 Risher Road, Carthage, Mississippi 39051*, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA requires the right of way real estate services of a CONSULTANT to perform appraisal, appraisal review, acquisition, relocation, property management, and title services, as provided for in Project No. *LPA/105069-801000*, hereinafter called the "PROJECT", as requested by the LPA; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to conduct said services as stated above, hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the PROJECT began under a separate contract between the LPA and the CONSULTANT (signed on 7/21/15), and due to expiration of the term of that Contract, this CONTRACT is required to finish the remainder of the SERVICES; and,

WHEREAS, the CONSULTANT herein was chosen pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby CONTRACT and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all Right of Way (ROW) services and materials required to perform the tasks described in the Scope of Work for the proposed project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the LPA.

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

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

CONTRACT or subsequently directed by MDOT during the course of the CONTRACT. When in conflict between the Project Development Manual for LPA (PDM) and this CONTRACT, the PDM will govern.

ARTICLE II. SCOPE AND PROCEDURE

The CONSULTANT shall conduct the SERVICES in accordance with the General Scope of Work attached to this contract as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel, any phase under this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until the LPA issues a written **Letter of Acceptance (LOA)** at which time this CONTRACT shall absolutely and finally terminate. However, the CONSULTANT may not begin work **prior to receiving a written Notice to Proceed**.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES by the date of execution of this CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2", which when approved by final execution of this CONTRACT shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule, indicating the actual time expended on specific portions of this project, shall be submitted along with an estimated percentage completed with each monthly statement.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA. The CONSULTANT shall not make any claim, demand or application for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and designated agents designated in this CONTRACT.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

If the CONSULTANT provides SERVICES hereunder, it shall be paid on a labor hour/unit cost per parcel basis as set forth in "Exhibit 3" to this CONTRACT. If the CONSULTANT provides SERVICES hereunder, the maximum amount payable under this CONTRACT for all services that are provided hereunder is the dollar amount specified in Exhibit 3 to this CONTRACT hereof by reference as fully as if copied herein in words and figures. Under no circumstances shall the LPA be liable for any amounts, including all costs which exceed the maximum dollar amount of compensation that is specified in and set forth in the Exhibit 3.

For purposes of this CONTRACT, "parcel," also referred to as a "file," is a piece of real estate, improved or unimproved, that may be acquired as part of a right of way project, or is defined by property lines, described in metes and bounds, or other acceptable legal description, and includes all interests necessary for the LPA to acquire fee simple title to the property, less any interests that the LPA may exclude. Warranty deeds, quitclaim deeds, temporary easements, or other instruments may be required from one or more holders of a possible interest in the parcel for the LPA to acquire fee simple title. Compensation shall be based on acquisition of a "parcel" or "file" and not on the number of instruments necessary for acquisition of a "parcel" or "file."

Each phase of the SERVICES, being appraisal, acquisition, relocation assistance, and property management, shall become eligible for payment following the appropriate determination by the LPA of the following (if applicable):

(1) For Appraisal fees:

Completion of the Appraisal and acceptance of the appraisal by the LPA. "Appraisal Revisions" shall be completed at fee to be determined by the LPA which shall be based on the percent of effort relative to the initial negotiated Appraisal fee. Completion and recommended approval of the appraisal by the Project Review Appraiser and establishment of the amount believed to be just compensation by the agency official constitutes acceptance of the appraisal.

(2) For Review Appraisal fees:

Completion of the Review Appraisal and acceptance of said appraisal by the LPA. "Review Appraisal Revisions" shall be completed at fee to be determined by the LPA which shall be based on the percent of effort relative to the initial negotiated Review Appraisal fee. Establishment of the amount believed to be just compensation by the LPA constitutes acceptance of the Review Appraisal.

(3) For Acquisition fees:

For each parcel acquired by deed(s): Upon the recording of the deed and notification from the LPA, "Acquisition Revisions" or "Additional Interests" shall be completed at fee to be determined by the LPA, which shall be based on the percent of effort relative to the initial negotiated Acquisition fee.

For each parcel which is referred to the LPA for further negotiations or filing of condemnation proceedings. Acquisition fee will be invoiced upon receipt of Right of Entry and notification from LPA. Approval of written documentation and reports

required and based on the LPA determination of the time and effort expended by the CONSULTANT, but not to exceed the price of a successful acquisition by deed(s).

(4) For Relocation Assistance fees:

Documentation that the displaced individual(s) has/have vacated the displacement site and the Relocation Assistance file has been accepted as closed by the LPA. The LPA may choose to pay the CONSULTANT up to 50% of the stated price for that parcel once the Relocation offer has been made. The LPA may then pay the CONSULTANT the final 50% of the stated price for that parcel once the CONSULTANT completes all additional relocation and relocation assistance as deemed appropriate by the LPA.

(5.) For Property Management fees:

Property Management fees shall be paid on a per parcel basis for the satisfactory completion of the tasks outlined in the Property Management Inventory and Asbestos Abatement and Demolition sections of Exhibit 2.

B. Billing (Labor Hour/Unit Cost price)

The CONSULTANT may submit monthly progress billings based on the rates established in this CONTRACT and the time expended on the PROJECT through the end of the billing period. Each billing shall include all time and allowable expenses through the end of the billing period and should include all the supporting documentation necessary for the appropriate LPA personnel to recommend payment. Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the CONTRACT total. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

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

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

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

D. Retainage

The LPA may retain the final 5% of the CONSULTANT'S contract amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation.

The CONSULTANT shall clearly indicate on its last Invoice that the Invoice is "FINAL". The LPA will confirm that the PROJECT is ready to be closed and the "FINAL" Invoice may be paid. The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination/completion of the PROJECT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT thereunder or amendments thereto. Authorized representatives of the MDOT and/or FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will MDOT and/or FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies, maps and computations prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the MDOT and/or FHWA may also review and inspect said reports, drawings, studies and computations prepared under this CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its contractual and professional obligation to correct, at its expense, any of its breaches, errors and/or omissions in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, to the satisfaction of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall

be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense, including attorney fees, to the extent caused by any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property to the extent caused by or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify the CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving the CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.

B. Public Liability Insurance in an amount not less than one million dollars ($1,000,000.00) on account of any one occurrence.

C. Property Damage Insurance in an amount not less than five hundred thousand dollars ($500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars ($1,000,000.00).

D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or

replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.

E. Errors and Omissions Insurance, in an amount not less than one million dollars ($1,000,000.00) per incident; one million dollars ($1,000,000.00) aggregate.

F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars ($1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel has sufficient coverage, or CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this CONTRACT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier."

Insurance carriers must be properly licensed and/or must hold a Certificate of Authority from the Mississippi Department of Insurance.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of the CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of the CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of the CONTRACT and thereafter on an annual basis for the duration of the PROJECT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT

to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, LPA, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the MDOT. For breach or violation of this warranty, the LPA shall have the right to annul this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT'S compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase of the CONTRACT begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of MDOT, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before the modifications, amendments, or addenda become effective.

The CONSULTANT **MAY NOT** begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the maximum not to exceed amount of the contract, extensions of time (except extensions of deadlines as specifically set forth under Article III) or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, subcontract, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no condition will the CONSULTANT be allowed to sublet or subcontract more than 60% of the work required under this

CONTRACT. It is clearly understood and agreed that specific phases of the work may be sublet or subcontracted in their entirety provided that the CONSULTANT performs at least 40% of the overall CONTRACT with its own forces. Consent by the LPA to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontracts documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

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

The CONSULTANT agrees that all reports, documents, computer information and access, software, drawings, studies, notes, maps and other data and products, prepared by and for the LPA under the terms of this CONTRACT shall become and remain the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA, regardless of any claim or dispute between the parties. All such data and products shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known

or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

All approved releases of information, findings, and recommendations shall include a disclaimer provision and all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Jackson County, Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Jackson County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.

B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.

C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.

D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.

E. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18, (as amended) in its administration of this CONTRACT or any subcontract resulting herefrom.

F. The CONSULTANT shall abide by the provisions of the U.S. Department of Transportation regulations on Disadvantaged Business Enterprises, 49 CFR Part 26 (as amended), and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACT.

G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".

H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons

in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or

of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

(1) cancel the stop work order; or

(2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the LPA may notify the CONSULTANT, in writing, of the LPA's intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT, shall not be changed or reassigned without prior approval of the LPA or, if prior approval

is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties:

LPA:

For Contractual Matters:
Paula Yancey
City Manager
3330 Highway 90
Gautier, MS 39553
Telephone: **(228) 497-8000**
Facsimile:
E Mail: **pyancey@gautier-ms.gov**

For Technical Matters:
April Havens
Grants and Projects Manager
3330 Highway 90
Gautier, MS 39553
Telephone: **(228) 497-8000**
Facsimile:
E Mail: **ahavens@gautier-ms.gov**

CONSULTANT:

For Contractual Matters:
Mark Dye
President
593 Risher Road
Carthage, MS 39051
Telephone: **{(601) 650-0800**
E Mail: **mrdye@me.com**

For Technical Matters:
Mark Dye
President
4347 Old Spanish Trail
Gautier, MS 39553
Telephone: **(228) 229-7477**
E Mail: **mrdye@me.com**

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20___.

City of Gautier, Mississippi

_____

City Manager, Paula Yancey

WITNESS this my signature in execution hereof, this the ____day of, _____, 20___.

Right of Way Technology, Inc.

BY:_____

Mark Dye

ATTEST:_____

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

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

EXHIBIT 1

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

{{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}}

EXHIBIT 2

Insert the Specific Scope of Work here

{NOTE: SCOPES OF WORK MUST BE DETAILED – INCLUDE TERMINI}

{ATTACH THE PROGRESS SCHEDULE AT THE BACK OF THIS EXHIBIT – SEE ARTICLE IV}

{THE LPA MUST CONTACT THE MDOT ROW DISTRICT COORDINATOR FOR ASSISTANCE IN THE DEVELOPMENT OF PROJECT SCOPE OF WORK}

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual Labor Hour/Unit Cost per parcel Basis for the satisfactory completion of the Scope of Work set forth under "Exhibit 2" hereto, or all salaries, payroll additives, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead, and direct costs. Direct salaries are those amounts actually paid to the person performing the Services which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT'S allowable indirect costs attributable to the Contract.

Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work which are charged directly to the project and not included in overhead. The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (e.g. no meal reimbursement when there is no overnight stay). All Direct costs shall be substantiated with supporting documentation in accordance with the MDOT State Travel Handbook All direct costs (except meals) must be substantiated by supporting data, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed-fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT'S profit and business expenses not allocable to overhead for the successful completion of the Services.

Labor-Hour rate as the term is used herein shall include all direct salaries, payroll additives, overhead, and profit (for Phase II Eminent Domain appraisal pre-trial and trial testimony). The Labor-Hour rate shall be established in the Rate Table of Exhibit 3. Labor Hour rates are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the services in the CONTRACT. The Labor Hour rates shall not exceed those rates established in the Rate Table of Exhibit 3.

Unit-cost rates as the term is used herein shall include all direct salaries, payroll additives, overhead, direct costs and profit, as well as any other associated expenses. The Unit-Cost rates shall be established in the Rate Table of Exhibit 3. Unit-cost rates are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the services in the CONTRACT. The Unit-cost rates shall not exceed those rates established in the Rate Table of Exhibit 3.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

{LPA MUST CONTACT MDOT ROW DISTRICT COORDINATOR FOR ASSISTANCE/REVIEW OF FEE SCHEDULE}

MAXIMUM ALLOWABLE COST

The CONSULTANT shall not exceed the "Cost per Parcel/Unit/Hour" Rate established for this Rate Table identified below. The "Est. No. of Parcels/Units" are estimates only and may be modified upon the LPA's approval; however, the Maximum Not to Exceed Amount shall not be exceeded.

Appraisal/Appraisal Review Phase	**Estimated No. of Parcels/Units**	**Cost per Parcel/Unit**	**Total Cost**
Original Appraisal Report			
Unimproved	_____	_____	_____
Improved	____2____	__$2,000__	__$4,000__
Complex	____2____	__$5,000__	_$10,000__
Specialty Report	_____	_____	_____
Excess Property	_____	_____	_____
Revised Appraisal Report	____1____	% of Original Fee	____$350__
Original Appraisal Review Report			
Field/Desk Review	_____	_____	_____
Desk Review Only	_____	_____	_____
Memorandum	_____	_____	_____
Revised Appraisal Review Report	____1____	% of Original Fee	____$250__
Eminent Domain Phase			
Original Appraisal for Court			
Unimproved	____1____	__$1,000__	_$1,000___
Improved	____1____	__$1,500__	_$1,500___
Complex	____1____	__$2,500__	_$2,500___
Specialty Report Update	_____	_____	_____
Revised Appraisal for Court	_____	% of Original Fee	_____
Pre-trial Preparation and Trial Testimony	_50 hrs.	$__95 /hr.	_$4,750___
Review Appraisal for Court			
Field/Desk Review	_____	_____	_____
Desk Review Only	_____	_____	_____
Memorandum	_____	_____	_____
Field Review of ROW Plans			
Phase I – Attend Field Review	_____ hrs.	$_____/hr.	_____
Phase II – Prepare Field Review Report	_____	_____	_____
Phase III – Prepare Field Review Report Update	_____	_____	_____

Provide Technical Appraisal Assistance to ROW Administration	_____ hrs.	$_____/hr.	_____

NOTE: *All Direct Costs are subject to expenses as outlined in the MDOT State Travel Handbook*

DIRECT COSTS

ESTIMATED TOTAL =
$0.00_____

NOTE: The Consultant shall attach a breakdown of how they arrived at the estimated total direct expenses at the back of this contract.

Eminent Domain Attorney	150 hrs	$110/hr	$16,500
Acquisition and Project Management			
With Improvements	13	$3,500	$45,500
Without Improvements	14	$3,500	$49,000
Relocation Assistance			
Residential	17	$5,000	$85,000
Business/Non-Profit	14	$5,000	$70,000
Misc./Personal	2	$1,800	$3,600
Title and Closing			
First Title Certificate and Deeds	6	$450	$2,700
Update Title Certificate and Deeds	5	$150	$750
Final Title Certificate	27	$100	$2,700
Closing/Disbursement/Recording	27	$250	$6,750
Title and Curative Attorney	47 hrs	$175/hr	$8,225
Property Management			
Initial Asbestos Inspection	20	$250	$5,000
Property Management Inventory	20	$250	$5,000

TOTAL MAXIMUM NOT TO EXCEED AMOUNT

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed $325,075.00 (Total of all Charges) without the prior written consent of both parties.

EXHIBIT 4

SAMPLE COVER SHEET FOR CONSULTANT INVOICE (Summary)
[Labor-Hour/Unit Cost]

{LPA Name Here}
{Physical Address Here}
{City, State Zip Code Here} DATE:

ATTENTION:

INVOICE NO. 0000*
PERIOD _____, 20___ THROUGH _____, 20___
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED_____, 20___, AS RELATES TO
PROJECT NO. _____ IN_____ COUNTY. HIGHWAY_____.

CONSULTANT:_____
CUSTOMER NUMBER 0000000000 FILE NUMBER 000-000000
REPORT NUMBER: 000 through 000 FMS NUMBER 000000-000000LPA

	CURRENT AMOUNT	PREVIOUS AMOUNT	TOTAL ALLOWED TO DATE
Appraisal/Appraisal Review Phase			
Original Appraisal Report			
Unimproved			
Improved			
Complex			
Specialty Report			
Excess Property			
Revised Appraisal Report			
Original Appraisal Review Report			
Field/Desk Review			
Desk Review Only			
Memorandum			
Revised Appraisal Review Report			
Eminent Domain Phase			
Original Appraisal for Court			
Unimproved			
Improved			
Complex			
Specialty Report Update			

Revised Appraisal for Court			
Pre-trial Preparation and Trial Testimony			
Review Appraisal for Court			
Field/Desk Review			
Desk Review Only			
Memorandum			
Field Review of ROW Plans			
Phase I – Attend Field Review			
Phase II – Prepare Field Review Report			
Phase III – Prepare Field Review Report Update			
Provide Technical Appraisal Assistance to ROW Administration			
DIRECT COSTS			
TOTAL			

NOTE:

1. Attach supporting documentation.
2. * Invoice numbers should be no more than 12 characters in length (including letters, numbers, spaces, and symbols). No duplicate invoice numbers are allowed.
3. The consultant may use its own invoice form so long as it has been approved. Prior to submission by the CONSULTANT, said form should, at a minimum, contain the above information.

Sample Invoice by Parcel Unit Cost /Hourly Rate

{LPA Name Here}
{Physical Address Here}
{City, State Zip Code Here} DATE:

ATTENTION: {LPA} Administrator

INVOICE NO. 0000*
PERIOD _____, 20___ THROUGH _____, 20___
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED_____, 20___, AS RELATES TO
PROJECT NO. _____ IN_____ COUNTY. HIGHWAY_____.
CONSULTANT:_____

Services Rendered under this Invoice:		**{Appraisal, Review Appraisal, Acquisition, Relocation, Property Management, or Eminent Domain}**		
Parcel No.	**No. of Units**	**Unit Fee**	**Type of Work****	**Total**
		$		**$**
		$		**$**
		$		**$**

AMOUNT DUE THIS INVOICE: **$**

NOTE:

1. Attach supporting documentation.
2. * Invoice numbers should be no more than 12 characters in length (including letters, numbers, spaces, and symbols). No duplicate invoice numbers are allowed.
3. The consultant may use its own invoice form so long as it has been approved. Prior to submission by the CONSULTANT, said form should, at a minimum, contain the above information.
4. ** Specify "Type of Work" as denoted in Function list of Rate Schedule in Exhibit 3.

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
COPELAND ANTI-KICKBACK ACT DAVIS BACON ACT
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT
DISADVANTAGED BUSINESS ENTERPRISES ACT, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the LPA, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kick back provisions: All CONTRACTS and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each CONSULTANT or subconsultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of $100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises (DBE): It is the policy of the MDOT to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet it's goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

   Neither the CONSULTANT, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin, or sex in the performance of this CONTRACT. The CONSULTANT shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT to carry out those requirements is a material breach of this CONTRACT which may result in the termination of this CONTRACT or such other remedies as the MDOT deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

(1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for LPA 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 LPA 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 LPA of any of the offenses enumerated in paragraph (l)(b) of this certification;

(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; and

(e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

(2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:

(a) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

(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 of employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL,"Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into

this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding $25,000 and all sub-consultants shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for LPA, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this agreement, or

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this_____ day of _____, 20____.

Right of Way Technology, Inc.

BY: _____
Mark Dye

ATTEST: _____

My Commission Expires: _____
Notary

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

(a) employ or retain, or agree to employ or retain, firm or person, or

(b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____day of _____, 20__.

*LPA*_____
City of Gautier, Mississippi

_____

Paula Yancey, City Manager

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act," as published in Laws, 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation LPA [MTC], Department of Employment Security, State Tax LPA, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program***** operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this Contract.

_____
EEV***** Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:_____ _____
Authorized Officer or Agent Date

_____ _____
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

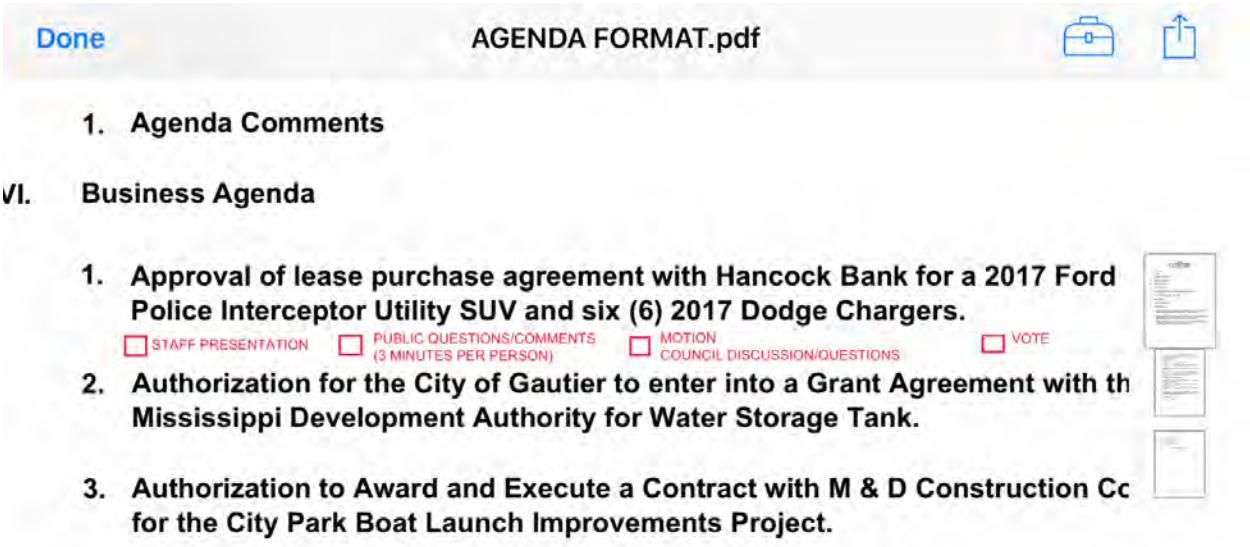
SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20_____.

_____
NOTARY PUBLIC
My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

Councilman Colledge made a motion to amend the agenda process

Councilman Anderson seconded the motion and the vote carried unanimously.


Done

AGENDA FORMAT.pdf

1. Agenda Comments

VI. Business Agenda

1. Approval of lease purchase agreement with Hancock Bank for a 2017 Ford Police Interceptor Utility SUV and six (6) 2017 Dodge Chargers.

☐ STAFF PRESENTATION ☐ PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON) ☐ MOTION COUNCIL DISCUSSION/QUESTIONS ☐ VOTE

2. Authorization for the City of Gautier to enter into a Grant Agreement with th Mississippi Development Authority for Water Storage Tank.

3. Authorization to Award and Execute a Contract with M & D Construction Cc for the City Park Boat Launch Improvements Project.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 143-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Docket of Claims is hereby approved, provided that all entries thereon are true, correct, properly entered and not fraudulent.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilwoman Martin** seconded by **Councilman George** and the following vote was recorded:

AYES: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 18, 2017.

Docket of Claims
Release date from 07/18/2017 thru 07/18/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BELL AUTO PARTS INC	172291	07/18/2017	07/05/2017			743.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	FUEL HOSE, SLEEVE		42067	06/22/2017			46.25
	001-100-639	BATTERY:POLICE DEPT GENERATOR		42076	06/07/2017			196.19
	001-161-639	BATTERY: FIRE STN GENERATOR		42077	06/07/2017			142.95
	001-100-639	SUPPLIES:POLICE DEPT GENERATOR		42078	06/08/2017			150.32
	001-100-570	BRAKE ROTOR (2): DODGE CHGR		42110	06/20/2017			79.90
	001-161-638	PARTS (3): E4		42113	06/29/2017			48.36
	001-100-570	BRAKE ROTOR (2): U #65		42122	06/28/2017			79.90
001	STEINER SAW & MOWER	172294	07/18/2017	07/05/2017			516.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	PARTS (24): WEED EATER		86889	06/14/2017			183.00
	001-170-639	CARBURETOR		86894	06/15/2017			65.00
	001-170-639	RECOIL, IGNITION COIL		87282	06/27/2017			110.00
	001-170-639	RECOIL ASSY, FUEL TANK		87284	06/24/2017			92.00
	001-170-639	CARB,FUEL LINE,FILTER,GROMMET		87296	06/29/2017			48.00
	001-170-639	SAW BLADE (2)		87297	06/28/2017			18.00
001	PASCAGOULA UTILITIES	172295	07/18/2017	07/05/2017			34.24	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE STN		1876822	06/29/2017			17.47
	001-161-630	SOUTH FIRE STN		1877001	06/29/2017			16.77
001	SYSCON INC	172296	07/18/2017	07/05/2017			1,475.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	JUL 2017 COURT SUPPORT		1-41101	07/03/2017			1,475.00
001	TEC	172297	07/18/2017	07/05/2017			119.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE		901077	07/01/2017			119.50
001	ALLENS TIRE AND WHEEL	172298	07/18/2017	07/05/2017			216.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	PATCH TIRE: U #34		170855	06/05/2017			25.00
	001-100-638	DISMOUNT/MOUNT/BAL (2): U #10		170855	06/13/2017			53.00
	001-100-638	PATCH TIRE: U #49		170855	06/23/2017			25.00
	001-170-639	MOWER TIRE, MOUNT: EXMARK		170868	06/27/2017			113.00
001	O'REILLY AUTO PARTS	172299	07/18/2017	07/05/2017			235.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	STOP LIGHT SWITCH: U #64		1978460212	06/01/2017			17.18
	001-170-639	HOSE CLAMP,GREASE,COOLANT HOSE		1978461026	06/08/2017			29.39
	001-100-570	IDLER PULLEY,ANTIFRZ: U #12416		1978461635	06/14/2017			59.41
	001-170-639	PCV ASSEMBLY,CIRCUIT BREAKER		197842270	06/21/2017			23.87
	001-100-570	BRK CALIPER,CERAMIC PAD:U #21		1978462729	06/26/2017			105.29

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001	CITY OF GAUTIER 7M BOND ACCT	172305	07/18/2017	07/06/2017			412,959.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-900-969	BUDGETED TRX: DEBT SERVICE		08012017	08/01/2017		412,959.38	
001	DELTA SANITATION OF MS LLC	172307	07/18/2017	07/06/2017			35.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		0000831996	06/30/2017		35.00	
001	CABLE ONE INC	172308	07/18/2017	07/06/2017			129.01	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	JUL 2017: #107571481		06302017	07/01/2017		129.01	
001	AUTO TRUCK AND TRAILER PARTS INC	172309	07/18/2017	07/06/2017			1,428.78	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	A/C OIL, DRIER: E2		263056	06/03/2017		37.03	
	001-100-570	WATER PUMP: U #15809		263107	06/03/2017		42.00	
	001-100-570	BATTERY: U #15809		263106	06/03/2017		99.00	
	001-100-570	THERMOSTAT, GASKET: U #15809		263104	06/03/2017		14.86	
	001-100-570	BATTERY: U #123		263080	06/03/2017		99.00	
	001-100-570	RIM: POLICE CAR		263079	06/03/2017		157.00	
	001-100-570	WHEEL: POLICE CAR		263094	06/03/2017		157.00	
	001-205-638	TRUCK MAINT (13): #223 & #465		263233	06/13/2017		165.62	
	001-100-570	THERMOSTAT: U #12416		263273	06/14/2017		14.00	
	001-100-570	WATER PUMP: U #12416		263267	06/14/2017		135.00	
	001-100-570	STRAP (4), BOLT-NUT		263288	06/15/2017		34.20	
	001-161-638	LIGHT: E4		263319	06/20/2017		198.00	
	001-161-638	PLUG,BRASS FIT,BRAKE VLV: E4		263362	06/20/2017		42.90	
	001-161-638	FILTER: E4		263385	06/20/2017		22.48	
	001-100-570	FILTER (24): POLICE CARS		263455	06/23/2017		48.00	
	001-161-638	BULB: E4		263529	06/29/2017		8.69	
	001-161-638	RADIATOR: R39		263526	06/29/2017		154.00	
001	LOWES HOME CENTERS INC	172314	07/18/2017	07/07/2017			1,632.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-559	SUPPLIES (5):CENTRAL FIRE STN		902344	05/25/2017		36.99	
	001-170-559	BYPASS LOPPER, FG SHOVEL		919575	05/26/2017		55.83	
	001-201-576	80LB CONCRETE MIX (8)		901589	05/31/2017		21.40	
	001-170-559	PU TOOL,CLIP(2),BLANK KEY(3)		910101	06/02/2017		37.03	
	001-170-559	SPRAY BOTTLE, DECK BRUSH		920452	06/02/2017		16.07	
	001-161-638	40CT WIRE CON KIT,TUBING: E2		903470	06/07/2017		7.30	
	001-170-638	CLEANING SUPPLIES: REC TRUCKS		903562	06/08/2017		46.71	
	001-170-634	SUPPLIES:BRIDGE @ SR CENTER		974290	06/08/2017		824.37	
	001-205-560	2 CU FT CYPRESS MULCH (15)		902140	06/09/2017		37.34	
	001-170-559	BORDER FENCING (2), T-POST (3)		920696	06/14/2017		76.86	
	001-170-559	GAS CAN,FLY TRAP(10),CHAIN(12)		902282	06/15/2017		78.10	
	001-205-560	2 CU FT CYPRESS MULCH (140)		919985	06/15/2017		348.49	
	001-170-559	PICKUP TOOL (4)		915696	06/16/2017		63.43	
	001-170-559	CRT RTN (4): PICKUP TOOL		915695	06/16/2017		-63.11	
	001-161-635	CIRCUIT BREAKER		903936	06/19/2017		8.97	
	001-161-635	CRT RTN: CIRCUIT BREAKER		903941	06/19/2017		-8.97	

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001	LOWES HOME CENTERS INC	172314	07/18/2017	07/07/2017			1,632.03	(CONTINUED)
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-559 FILTER (5),EXT CORD,125V CON			901089	06/22/2017		45.22	
001	AIRGAS USA LLC	172320	07/18/2017	07/10/2017			196.95	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-205-588 CYLINDER RENTAL			9946056186	06/30/2017		196.95	
001	BORDIS & DANOS PLLC	172342	07/18/2017	07/11/2017			7,916.67	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-060-602 JUL 2017 RETAINER			42	07/10/2017		7,916.67	
001	DIRECTV LLC	172343	07/18/2017	07/11/2017			139.07	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-698 WEST STN: 022727663 (AUG)			07132017	07/14/2017		139.07	
001	FOSTERS A/C & HEATING INC	172344	07/18/2017	07/11/2017			302.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-698 ESA CLEANING: SR CENTER			P1013559	06/30/2017		302.50	
001	DEREK C MCCOY	172345	07/18/2017	07/11/2017			62.88	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-681 PER DIEM REIMB:MSFI SPRNG TRNG			06152017	06/29/2017		62.88	
001	PARSLEYS PHOTOGRAPHY	172346	07/18/2017	07/11/2017			295.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-001-559 PHOTO SESSION & CD (7)			10078	07/07/2017		295.00	
001	CLYDE C SCOTT INSURANCE AGENCY INC	172347	07/18/2017	07/11/2017			1,750.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-625 SURETY RENEW: TORJUSEN			24615	06/26/2017		250.00	
	001-092-625 SURETY RENEW: COLLEDGE			24617	06/26/2017		250.00	
	001-092-625 SURETY RENEW: MARTIN			24618	06/26/2017		250.00	
	001-092-625 SURETY RENEW: GEORGE			24619	06/26/2017		250.00	
	001-092-625 SURETY RENEW: JACKSON			24620	06/26/2017		250.00	
	001-092-625 SURETY RENEW: VAUGHAN			24621	06/26/2017		250.00	
	001-092-625 SURETY RENEW: ANDERSON			24622	06/26/2017		250.00	
001	RICK MCGARVEY	172348	07/18/2017	07/11/2017			72.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-681 PER DIEM: FIRE SERV MGT			07312017	06/30/2017		72.00	
001	BRIAN KOZLOWSKI	172349	07/18/2017	07/11/2017			504.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-681 PER DIEM: FF 1001-I-II			07312017	06/30/2017		504.00	
001	C SPIRE WIRELESS	172350	07/18/2017	07/11/2017			965.80	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-021-605 CITY MGR CELL PHONES			0030759348	06/30/2017		150.81	
	001-022-605 HR CELL PHONES			0030759348	06/30/2017		50.27	
	001-040-605 ADMIN CELL PHONES			0030759348	06/30/2017		151.92	
	001-090-605 PLANNING CELL PHONES			0030759348	06/30/2017		150.81	
	001-090-698 IPAD SERVICE (3)			0030759348	06/30/2017		102.57	

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001	C SPIRE WIRELESS	172350	07/18/2017	07/11/2017			965.80	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-605	FIRE DEPT CELL PHONES		0030759348	06/30/2017		169.33	
	001-170-605	RECREATION CELL PHONES		0030759348	06/30/1017		162.41	
	001-205-605	MAINT CELL PHONES		0030759348	06/30/2017		27.68	
001	FUELMAN OF MS	172352	07/18/2017	07/11/2017			2,455.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP50788325	07/03/2017		86.44	
	001-100-525	UNL FUEL		NP50788325	07/03/2017		1,773.68	
	001-161-525	UNL & DSL FUEL		NP50788325	07/03/2017		357.56	
	001-170-525	UNL & DSL FUEL		NP50788325	07/03/2017		81.81	
	001-205-525	UNL & DSL FUEL		NP50788325	07/03/2017		155.65	
001	FUELMAN OF MS	172354	07/18/2017	07/11/2017			2,121.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP50851332	07/10/2017		1,722.48	
	001-161-525	UNL & DSL FUEL		NP50851332	07/10/2017		209.66	
	001-170-525	UNL FUEL		NP50851332	07/10/2017		77.85	
	001-205-525	UNL & DSL FUEL		NP50851332	07/10/2017		111.89	
001	SINGING RIVER E P A	172356	07/18/2017	07/11/2017			1,426.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		06192017	06/28/2017		236.61	
	001-170-631	BACOT PARK 10137		06192017	06/28/2017		1,069.42	
	001-201-629	SIGNAL LIGHTS 10138		06192017	06/28/2017		120.18	
001	G&K SERVICES INC	172360	07/18/2017	07/11/2017			269.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	MAINTENANCE		6033842381	06/05/2017		67.49	
	001-205-535	MAINTENANCE		6033844436	06/12/2017		67.49	
	001-205-535	MAINTENANCE		6033846347	06/19/2017		67.49	
	001-205-535	MAINTENANCE		6033847837	06/26/2017		67.49	
001	CREDIT CARD CENTER	172361	07/18/2017	07/11/2017			3,909.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-513	TABLE,GLASS RENTALS: ART SHOW		06042017	05/30/2017		170.66	
	001-021-513	TRAYS,SERVING WARE: ART SHOW		06042017	06/01/2017		8.88	
	001-021-513	TRAYS: ART SHOW		06042017	06/01/2017		24.70	
	001-021-513	FRUIT & DRINKS: ART SHOW		06042017	06/01/2017		57.38	
	001-021-513	RED DOT STICKERS: ART SHOW		06042017	06/01/2017		8.49	
	001-021-513	PLASTIC TABLEWARE: ART SHOW		06042017	06/02/2017		17.35	
	001-021-513	FERNS (4)		06042017	06/01/2017		47.92	
	001-161-799	PHILIPS TV, MOUNT & SHELF		06082017	06/08/2017		442.92	
	001-161-681	IAFF DIST EVENT: HILL,J		07122017	06/12/2017		135.00	
	001-161-681	IAFF DIST EVENT: LATCH,J		07122017	06/12/2017		135.00	
	001-090-681	HOTEL-GRANTS CLASS: HAVENS,A		06122017	06/14/2017		91.00	
	001-021-681	MML CONFERENCE: CITY MGR		07242017	06/14/2017		235.00	
	001-001-681	MML CONFERENCE: MAYOR,W3,W5		07242017	06/14/2017		705.00	
	001-001-681	MML CONFERENCE: W2,AT-LG,W4		07242017	06/14/2017		705.00	
	001-040-559	LTO ULTRIUM DATA CARTRIDGE		06162017	06/16/2017		26.50	
	001-161-681	HOTEL-MFIA CLASS: MCCOY,D		06152017	06/15/2017		105.00	
	001-100-681	MS POLICE CHIEFS CONF: ELBIN		06202017	06/20/2017		325.00	

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001	CREDIT CARD CENTER	172361	07/18/2017	07/11/2017			3,909.67	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-559	BINDERS,PLANNERS,DIVIDERS		06212017	06/21/2017			315.19
	001-021-513	CAKE,SUPPLIES: SWEARING IN		06262017	06/26/2017			79.88
	001-100-559	NOTARY SUPPLIES: AGUILAR		06262017	06/26/2017			134.00
	001-021-513	FISH BOWLS (20): SWEARING IN		06262017	06/26/2017			139.80
001	ALABAMA MEDIA GROUP	172363	07/18/2017	07/12/2017			18.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-615	PUBLIC NOTICE: GPC #17-08-RZ		0008223984	06/18/2017	170919		18.00
001	GALLS, LLC	172364	07/18/2017	07/12/2017			1,188.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	B879 LT BADGE		BC0437275	06/29/2017	170879		121.05
	001-100-559	FULL COLOR STATE SEAL 15/16		BC0437275	06/29/2017	170879		5.00
	001-100-559	GALLS BROWNE BELT		BC0434740	06/23/2017	170851		38.19
	001-100-559	SF BUCKLELESS INNER TROUSER		BC0434740	06/23/2017	170851		31.50
	001-100-559	DUTY HOLSTER LEVEL III (2)		BC0434740	06/23/2017	170851		339.98
	001-100-559	SF MKIII DEFENSE SPRAY CS (2)		BC0434740	06/23/2017	170851		57.60
	001-100-559	CUFF CASE LP 148 (4)		BC0434740	06/23/2017	170851		95.44
	001-100-559	ADJ CITATION HOLDER (2)		BC0434740	06/23/2017	170851		36.96
	001-100-559	K-FORCE DOUBLE MAG (2)		BC0434740	06/23/2017	170851		82.80
	001-100-559	2 SNAP BELT KEEPER (2)		BC0434740	06/23/2017	170851		45.00
	001-100-559	CHAIN HANDCUFFS (3)		BC0434740	06/23/2017	170851		54.00
	001-100-559	MKIII DEFENSE SPRAY (3)		BC0434740	06/23/2017	170851		42.12
	001-100-559	LAWPRO LEATHER LOOP HOLDER (3)		BC0434740	06/23/2017	170851		32.97
	001-100-559	LEA BELT (9):POLICE EXPLORERS		BC0434740	06/23/2017	170851		120.24
	001-100-559	SAM BROWNE BELT		BC0434740	06/23/2017	170851		38.19
	001-100-559	SF BUCKLELESS TROUSER BELT		BC0434740	06/23/2017	170851		31.50
	001-100-559	SHIPPING		BC0434740	06/23/2017	170851		15.50
001	TEAM ONE COMMUNICATIONS INC	172365	07/18/2017	07/12/2017			86.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	ANTENNA (2): MOBILE RADIO		9020013001	06/27/2017	170927		86.00
001	MID SOUTH UNIFORM & SUPPLY INC	172367	07/18/2017	07/12/2017			1,817.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	SS NAVY SHIRT (11)		563960	06/29/2017	170840		475.86
	001-100-535	LS NAVY SHIRT (5)		563960	06/29/2017	170840		230.30
	001-100-535	NAVY PANT W/BLUE STRIPE (8)		563960	06/29/2017	170840		337.68
	001-100-535	NAVY PANT W/GOLD STRIPE (3)		563960	06/29/2017	170840		126.63
	001-100-535	ARMORSKIN BASE NAVY SHIRT		563960	06/29/2017	170840		46.25
	001-100-535	NAVY BRAID (11)		563960	06/29/2017	170840		46.75
	001-100-535	LT BLUE BRAID (8)		563960	06/29/2017	170840		34.00
	001-100-535	OLD GOLD BRAID (3)		563960	06/29/2017	170840		12.75
	001-100-535	SEW ON PATCH (34)		563960	06/29/2017	170840		34.00
	001-100-535	ARMORSKIN BASE NAVY SHIRT		563990	06/29/2017	170810		46.25
	001-100-535	SS NAVY SHIRT (3)		563990	06/29/2017	170810		129.78
	001-100-535	NAVY PANT W/BLUE STRIPE (3)		563990	06/29/2017	170810		126.63
	001-100-535	ARMORSKIN CARRIER LRG TALL		563990	06/29/2017	170810		89.17
	001-100-535	ARMORSKIN BASE SHIRT LRG TALL		563990	06/29/2017	170810		46.25
	001-100-535	NAVY BRAID (3)		563990	06/29/2017	170810		12.75
	001-100-535	LT BLUE BRAID (3)		563990	06/29/2017	170810		12.75

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001	MID SOUTH UNIFORM & SUPPLY INC	172367	07/18/2017	07/12/2017			1,817.80	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	SEW ON PATCH (10)		563990	06/29/2017	170810	10.00	
001	GULF COAST BUSINESS SUPPLY CO	172369	07/18/2017	07/12/2017			83.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-500	BX/12 RUBBER FINGER TIP		151575	07/03/2017	170955	3.10	
	001-161-500	DZ GEL INK PENS		151575	07/03/2017	170955	16.95	
	001-092-510	CS/4 BROWN MF TOWEL (2)		151575	07/03/2017	170955	35.74	
	001-092-510	CS/96 TISSUE ROLL		151575	07/03/2017	170955	27.59	
001	COOPER FAMILY MED CENTER	172370	07/18/2017	07/12/2017			465.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-604	ACADEMY PHYSICAL: WEAVER, A		36970	07/06/2017	170947	95.00	
	001-100-604	EKG: WEAVER, A		36970	07/06/2017	170947	60.00	
	001-100-604	ACADEMY PHYSICAL: HODGES, L		36970	07/06/2017	170947	95.00	
	001-100-604	EKG: HODGES, L		36970	07/06/2017	170947	60.00	
	001-100-604	ACADEMY PHYSICAL:ALEXANDER, C		36970	07/06/2017	170947	95.00	
	001-100-604	EKG: ALEXANDER, C		36970	07/06/2017	170947	60.00	
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	172372	07/18/2017	07/12/2017			72.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-559	NAME PLAQUE HOLDER(2): COUNCIL		25379	06/28/2017	170948	24.00	
	001-090-559	NAME INSERT (4):PLANNING COMM		25419	07/06/2017	170976	48.00	
001	VERNON W DOSTER MD	172373	07/18/2017	07/12/2017			75.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-604	PRE-EMP DRUG SCREEN: GODWIN,T		22907	06/01/2017	170835	25.00	
	001-100-604	PRE-EMP PHYSICAL: GODWIN, T		22907	06/01/2017	170835	50.00	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	172374	07/18/2017	07/12/2017			1,433.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-559	25/PK SHEET PROTECTORS (7)		3343028175	06/14/2017	170894	4.55	
	001-001-559	CRT RTN: SHEET PROTECTORS (7)		3343127749	06/15/2017	170894	-4.55	
	001-022-500	100/PK BIND COVER PREPUNCH		3344218112	06/27/2017	170939	37.64	
	001-022-500	50/PK OVERSIZED COVERS (2)		3344218112	06/27/2017	170939	75.18	
	001-022-500	36/PK AA BATTERIES		3344218112	06/27/2017	170939	18.19	
	001-022-500	BX LEGAL CLASS FOLDER (2)		3344218112	06/27/2017	170939	75.04	
	001-022-500	4/PK HP 950XL CARTRIDGE (2)		3344218112	06/27/2017	170939	193.98	
	001-022-500	25/PK COMB BINDING SPINES (6)		3344218112	06/27/2017	170939	26.94	
	001-022-500	6/PK POST-IT 3X3		3344218112	06/27/2017	170939	7.14	
	001-022-500	BX 7IN EXP POCKET		3344218112	06/27/2017	170939	18.92	
	001-022-500	100/PK BIND COVER PREPUNCH		3344218113	06/27/2017	170939	37.64	
	001-022-500	CRT RTN: BX 7IN EXP POCKET		3344290528	06/28/2017	170939	-18.92	
	001-022-500	5/PK 7IN EXPAND LEGAL POCKET		3344290529	06/28/2017	170939	16.79	
	001-040-559	SCOTCH DUCT TAPE GREEN (3)		3341313384	05/27/2017	170826	11.70	
	001-040-500	3000/BX AVY LASER LABELS		3341313384	05/27/2017	170826	21.01	
	001-040-500	400/BX AVY LASER LABELS (2)		3341313384	05/27/2017	170826	43.16	
	001-040-500	CS COPY PAPER 8.5X11 (10)		3341313384	05/27/2017	170826	308.70	
	001-040-500	LEXMARK MS310 BLK TONER		3341313384	05/27/2017	170826	142.49	
	001-040-500	HP 950XL INK CARTRIDGE		3341313384	05/27/2017	170826	32.34	
	001-040-500	LEXMARK 501U HY TONER		3341313384	05/27/2017	170826	314.44	
	001-040-500	BROTHER TN450 HY TONER		3341313384	05/27/2017	170826	47.84	

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	172374	07/18/2017	07/12/2017			1,433.17	(CONTINUED)
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-040-500 12/PK UNIBALL PEN FINE PT 3341313384 05/27/2017 170826						14.01	
	001-040-500 STAPLER ONE TOUCH 3344561800 06/30/2017 170826						8.94	
001	DOORS & MORE LLC	172376	07/18/2017	07/12/2017			350.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-635 REPAIR: NORTH STN DOOR #1 8981 06/30/2017 170956						175.00	
	001-161-635 REPAIR: NORTH STN DOOR #2 8981 06/30/2017 170956						175.00	
001	J A DAWSON & CO INC	172377	07/18/2017	07/12/2017			453.82	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-634 COIL SPRING (2) 16590 07/05/2017 170882						280.00	
	001-170-634 FREIGHT: CITY PARK 16590 07/05/2017 170882						173.82	
001	GRAFIX SHOPPE	172378	07/18/2017	07/12/2017			1,434.80	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-799 ULT 2004 REFL GRAPHIC KIT (2) 115361 06/29/2017 170926						926.00	
	001-100-799 SHIPPING: U #11, U #9 115361 06/29/2017 170926						23.80	
	001-100-638 ULT 2004 REFL GRAPHIC KIT 115443 07/06/2017 170960						463.00	
	001-100-638 SHIPPING: U #56 115443 07/06/2017 170960						22.00	
001	DONNA W FOX	172379	07/18/2017	07/12/2017			395.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-681 BASIC COM COURSE:WELLS,JUANITA 7/24-7/28 07/10/2017 170959						395.00	
001	USCUTTER INC	172380	07/18/2017	07/12/2017			37.95	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-559 ORACAL INTMD VINYL ROLL (4) 852851 06/28/2017 170909						27.96	
	001-100-559 SHIPPING 852851 06/28/2017 170909						9.99	
001	FOUR SEASONS LAWN CARE LLC	172381	07/18/2017	07/12/2017			101.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-021-513 KIMBERLY FERN #5 6165 06/26/2017 170942						16.00	
	001-021-513 KIMBERLY FERN #3 (4) 6165 06/26/2017 170942						40.00	
	001-021-513 COLEUS DIPTH IN WINE (10) 6165 06/26/2017 170942						22.50	
	001-021-513 COLEUS WIZARD MIX (10) 6165 06/26/2017 170942						22.50	
001	OCCUPATIONAL HEALTH CENTER INC	172382	07/18/2017	07/12/2017			95.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-604 PRE-EMP PHYSICAL: BELL, J 121346 07/05/2017 170941						65.00	
	001-100-604 PRE-EMP DRUG SCREEN: BELL, J 121346 07/05/2017 170941						30.00	
001	ECONOMY BOOTS SALES & SERVICE	172383	07/18/2017	07/12/2017			300.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-535 DUTY BOOTS: GRAHAM, A 40697 05/26/2017 170785						100.00	
	001-161-535 DUTY BOOTS: NORTHINGTON, Z 40695 05/26/2017 170786						100.00	
	001-100-559 SZ DUTY BOOTS: WILLIAMS 40748 06/15/2017 170844						100.00	

FUND TOTAL 1 Claims to Checks 44 Total 450,317.64 Manual Held Total 450,317.64

Docket of Claims
Release date from 07/18/2017 thru 07/18/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	CREDIT CARD CENTER	172362	07/18/2017	07/11/2017			2,150.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
160-090-681	APPLE IPAD MINI 2 32GB (5)	06082017	06/08/2017		1,950.00
160-090-681	TARGUS PROTECTION CASE (5)	06082017	06/08/2017		125.00
160-090-681	12W VEHICLE CHARGER (5)	06082017	06/08/2017		75.00

FUND TOTAL 160 Claims to Checks 1 Total 2,150.00 Manual Held Total 2,150.00

Docket of Claims
Release date from 07/18/2017 thru 07/18/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	BELL AUTO PARTS INC	172292	07/18/2017	07/05/2017			363.48	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-639	BLADES: KUBOTA	42081	06/15/2017		144.00
176-170-639	MODULE, SWITCH: EXMARK	42084	06/16/2017		58.33
176-170-639	BEARING, SWITCH, RELAY: EXMARK	42085	06/15/2017		58.85
176-170-639	CS FUEL MIX, PTO SWITCH	42111	06/28/2017		68.80
176-170-639	STARTER RECOIL ASSY:WEED EATER	42112	06/30/2017		33.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AUTO TRUCK AND TRAILER PARTS INC	172312	07/18/2017	07/06/2017			117.40	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-639	DEGREASER (2)	263210	06/12/2017		16.00
176-170-639	BOLT (6), BATTERY: JD TRACTOR	263213	06/12/2017		101.40

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	LOWES HOME CENTERS INC	172315	07/18/2017	07/07/2017			40.67	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-559	BLANK KEY (2)	909403	05/25/2017		4.63
176-170-586	CAMPSITE REPR: LOT #5	902107	06/14/2017		18.50
176-170-559	BUNGEE STRAP (2), ALUM PADLOCK	902314	06/20/2017		17.54

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	C SPIRE WIRELESS	172351	07/18/2017	07/11/2017			50.27	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-605	CELL PHONE	0030759348	06/30/2017		50.27

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	FUELMAN OF MS	172353	07/18/2017	07/11/2017			23.21	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-525	UNL & DSL FUEL	NP50788325	07/03/2017		23.21

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	FUELMAN OF MS	172355	07/18/2017	07/11/2017			38.86	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-525	UNL & DSL FUEL	NP50851332	07/10/2017		38.86

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	SINGING RIVER E P A	172357	07/18/2017	07/11/2017			1,625.72	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-631	PARK FACILITIES 76854002	06192017	06/28/2017		1,577.56
176-170-631	HOUSE 76855002	06192017	06/28/2017		48.16

FUND TOTAL 176 Claims to Checks 7 Total 2,259.61 Manual Held Total 2,259.61

Docket of Claims
Release date from 07/18/2017 thru 07/18/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	BELL AUTO PARTS INC	172293	07/18/2017	07/05/2017			693.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	GENERATOR PARTS (6):PW OFFICE		42071	06/13/2017			197.89
	400-651-581	GENERATOR PARTS (7):LARK WELL		42073	06/14/2017			157.50
	400-651-581	GENERATOR PARTS (8):PW OFFICE		42074	06/13/2017			178.43
	400-651-581	GENERATOR PARTS (9):LARK WELL		42075	06/13/2017			159.50
400	O'REILLY AUTO PARTS	172300	07/18/2017	07/05/2017			229.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	SOLAR PANEL(5):WELL GENERATORS		1978461383	06/12/2017			229.95
400	CABLE ONE INC	172301	07/18/2017	07/05/2017			92.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JUN 2017: #107663106		06162016	06/23/2017			92.96
400	CLEARWATER SOLUTIONS LLC	172302	07/18/2017	07/05/2017			177,857.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	JUN 2017 OPERATION FEE		GAUTIER55	07/01/2017			177,857.75
400	LOWES HOME CENTERS INC	172316	07/18/2017	07/07/2017			53.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	4FT X 100FT SAFE FENCING (2)		902564	06/01/2017			53.94
400	JACKSON COUNTY UTILITY AUTHORITY	172319	07/18/2017	07/10/2017			179,768.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	JUL 2017 TREATMENT CHGS		109265	07/01/2017			171,281.00
	400-651-668	FY 2016 ACTUAL FLOW ADJ		109265	07/01/2017			8,487.00
400	WASTE MANAGEMENT OF MS-GLF COAST INC	172321	07/18/2017	07/10/2017			509.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	ROLL - OFF TIMBERLANE		6558352134	07/03/2017			509.04
400	CITY OF GAUTIER	172336	07/18/2017	07/11/2017			107,248.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	JUN 2017 GARBAGE PMTS		06302017	06/30/2017			107,248.51
400	AMERICAN TANK MAINTENANCE LLC	172340	07/18/2017	07/11/2017			4,427.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	MAINTENANCE WATER TANKS (5)		8643	07/01/2017			4,427.00
400	SINGING RIVER E P A	172358	07/18/2017	07/11/2017			4,175.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		06192017	06/28/2017			236.89
	400-651-631	LIFT STNS 17883		06192017	06/28/2017			2,473.16
	400-651-631	LIFT STNS 17884		06192017	06/28/2017			1,465.37
400	HD SUPPLY WATERWORKS LTD	172368	07/18/2017	07/12/2017			281.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	2 X 6 COLLAR LEAK		H357730	06/20/2017	170563		78.56
	400-651-583	RING ONLY		H333734	06/22/2017	170890		94.87

Docket of Claims
Release date from 07/18/2017 thru 07/18/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	HD SUPPLY WATERWORKS LTD	172368	07/18/2017	07/12/2017			281.12	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	SEWER COVER		H333734	06/22/2017	170890	107.69	
400	MICRO METHODS INC	172371	07/18/2017	07/12/2017			150.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-667	COLIFORM SAMPLE: LARK WELL #1		1706545186	06/29/2017	170950	75.00	
	400-651-667	COLIFORM SAMPLE: LARK WELL #1		1707047186	07/06/2017	170950	75.00	
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	172375	07/18/2017	07/12/2017			57.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-500	4/PK EPSON T220 CARTRIDGE		3344561809	06/30/2017	170951	52.29	
	400-651-500	200/CT ASST MAP PINS (2)		3344561809	06/30/2017	170951	5.36	
400	LYMAN WELL COMPANY	172384	07/18/2017	07/12/2017			7,030.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	20HP CENTRIPRO MOTOR		17810	06/23/2017	170944	2,200.00	
	400-651-581	21' OF 3" BLACK TNC PIPE		17810	06/23/2017	170944	250.00	
	400-651-581	160' #6 FLAT JACKETED W/GROUND		17810	06/23/2017	170944	640.00	
	400-651-581	3" 80DI FLOWMATIC CHECK VALVE		17810	06/23/2017	170944	240.00	
	400-651-581	6 STAGE 5 THC SUB PUMP		17803	06/23/2017	170943	2,500.00	
	400-651-581	LABOR: LARK WELL #1		17803	06/23/2017	170943	1,200.00	

FUND TOTAL 400 Claims to Checks 14 Total 482,574.66 Manual Held Total 482,574.66

Docket of Claims
Release date from 07/18/2017 thru 07/18/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	172306	07/18/2017	07/06/2017			82,787.81	

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-693	JUN 2017 RES GARBAGE SERV	0000831907	06/30/2017		80,174.15
404-677-693	JUN 2017 CART RENTAL	0000831907	06/30/2017		2,368.74
404-677-693	JUN 2017 COM CART RENTAL	0000831907	06/30/2017		244.92

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	APPLEWHITE INDUSTRIES INC	172317	07/18/2017	07/07/2017			36.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-695	JUN 2017 12 @ 3.00	3087	06/30/2017		36.00

FUND TOTAL 404 Claims to Checks 2 Total 82,823.81 Manual Held Total 82,823.81

Docket of Claims
Release date from 07/18/2017 thru 07/18/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
421	J H WRIGHT & ASSOCIATES INC	172385	07/18/2017	07/12/2017			14,847.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
421-652-712	100HP WELL PANEL	400535	06/27/2017	170742	14,647.00
421-652-712	FREIGHT: UPGRADE MALL WELL	400535	06/27/2017	170742	200.00

FUND TOTAL 421 Claims to Checks 1 Total 14,847.00 Manual Held Total 14,847.00

Docket of Claims
Release date from 07/18/2017 thru 07/18/2017

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	44 Total	450,317.64	Manual	Held	Total 450,317.64
FUND 160	Claims	to	Checks	1 Total	2,150.00	Manual	Held	Total 2,150.00
FUND 176	Claims	to	Checks	7 Total	2,259.61	Manual	Held	Total 2,259.61
FUND 400	Claims	to	Checks	14 Total	482,574.66	Manual	Held	Total 482,574.66
FUND 404	Claims	to	Checks	2 Total	82,823.81	Manual	Held	Total 82,823.81
FUND 421	Claims	to	Checks	1 Total	14,847.00	Manual	Held	Total 14,847.00
Total for all Funds			Checks	69 Total	1,034,972.72	Manual	Held	Total 1,034,972.72

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 144-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Defendants' July 10, 2017 settlement offer in cause number 2017-20,157 currently pending in Jackson County, Ms. is hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilman Colledge**, seconded by **Councilwoman Martin** and the following vote was recorded:

AYES: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 18, 2017.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 145-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-7 are hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilwoman Martin** seconded by **Councilman Vaughan** and the following vote was recorded:

AYES: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 18, 2017.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 146-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Regular Council Meeting held July 5, 2017 are hereby approved with the following changes:

Business Agenda Item #2 - Appointment of Mayor Pro Tem for term of office should read: to appoint Councilwoman at Large Martin as Mayor Pro Tem under the agreement that after one (1) year she resigns from the pro tem appointment to allow somebody else on the council an opportunity to serve.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilwoman Martin** seconded by **Councilman Vaughan** and the following vote was recorded:

AYES:

NAYS:

_____

MAYOR

ATTEST:

_____

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 18, 2017.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi the following:

ORDER NUMBER 147-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the donation in the amount of $2,500.00 by Hancock Bank to the City of Gautier to pay cost associated with the Official Swearing in Ceremony held June 29, 2017 is hereby approved.

IT IS FURTHER ORDERED that the donation by Hancock Bank is in the best interest of the City of Gautier.

IT IS FURHTER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilwoman Martin,** seconded by **Councilman Vaughan** and the following vote was recorded:

AYES: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 18, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Chassity Bilbo, Executive Assistant
Date: 07/10/2017
Subject: Authorization to accept a Monetary Donation from Hancock Bank to the City of Gautier.

REQUEST:
The Community Activities Manager requests City Council authorization to accept a monetary donation from Hancock Bank to pay cost associated with the Official Swearing in Ceremony held June 29, 2017.

BACKGROUND:
The Gautier Community Recreation and Events Department requested Hancock Bank to sponsor the Official Installation of our new Mayor and Council at a cost of $2,500 held at the MGCCC Campus.

DISCUSSION:
The Gautier Community Recreation and Events Department has determined that it is in the best interest of the City of Gautier to accept this monetary donation of $2,500.00 from Hancock Bank.

RECOMMENDATION:
The Gautier Community Recreation and Events Department recommends that City Council authorize the acceptance of the donation as described above.

City Council may:
1.Authorize acceptance of the monetary donation as presented; or
2.Disapprove acceptance of the monetary donation.

ATTACHMENTS:
1. Hancock Bank Check

058527

DATE.	DESCRIPTION	INVOICE NO.	GROSS AMOUNT	NET AMOUNT
06/26/17	City of Gautier	AF95789711	2,500.00	2,500.00

06/28/17	058527	0000010535
DATE PAID	CHECK NO.	VENDOR NO.

Hancock Bank. | WHITNEY

228 ST. CHARLES AVE. NEW ORLEANS, LA 70130

2,500.00
TOTAL

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES MICROPRINTED ENDORSEMENT LINES AND ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Hancock Bank. | WHITNEY

EXPENSE CHECK
NOT A CASHIER'S CHECK

058527

228 ST. CHARLES AVE. NEW ORLEANS, LA 70130

06/28/17
DATE

******2,500.00
AMOUNT

TWO THOUSAND FIVE HUNDRED AND XX / 100 DOLLAR****

PAY TO THE ORDER OF

City of Gautier
3330 Highway 90
Gautier, LA 39553

AUTHORIZED SIGNATURE

HEAT SENSITIVE COLOR FADES WITH HEAT

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 148-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the addendum to the Computer Software Support Agreement with Delta Computer Systems, Inc. that includes a $25.00 monthly increase for the upcoming fiscal year 2017-2018 is hereby approved. The new total monthly charge is $455.00.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilwoman Martin** seconded by **Councilman Vaughan** and the following vote was recorded:

AYES: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 18, 2017

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 07/06/2017
Subject: Approval of Delta Computer Systems Software Support Agreement Addendum.

REQUEST:

City Council approval is requested for an addendum to the Delta Computer Systems, Inc. Computer Software Support Agreement Addendum. The addendum includes an increase of $25.00. The monthly charge of $455.00 for the Accounting Software Maintenance, Voter Registration Software Maintenance and Privilege License System Support for the upcoming fiscal year 2017-2018.

BACKGROUND:

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The annual renewal is required to continue services and support.

ATTACHMENTS:

1. Delta Computer Systems Software Support Agreement Addendum Fact Sheet
2. Delta Computer Software Support Agreement

Delta Computer Systems, Inc.

A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7689

Computer Software Support Agreement
ADDENDUM

For: CITY OF GAUTIER-CITY CLERK MSC301

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2017 These charges will be billed on 9/15/2017 due for payment 10/ 1/2017.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
169	Accounting Software Maintenance	09/2016	300.00	315.00*	
170	Voter Registration Software Maintenance	01/1991	20.00	20.00	
2495	Privilege License System Support	09/2016	110.00	120.00*	
IVMCBP03(1)		TOTAL:	430.00	455.00	MONTHLY

Agreed this _____ day of _____, 2017. CITY OF GAUTIER
County/Office Name

Accepted: Delta Computer Systems, Inc. Client Signature Printed Name

TO: CITY OF GAUTIER
ACCOUNTS PAYABLE DEPT.
P.O.BOX 670
GAUTIER MS 39553

RECEIVED
JUL 05 2017
BY:

Delta Computer Systems, Inc.

A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7688

Computer Software Support Agreement

Purpose

The purpose of this agreement is to assure you that all software provided by Delta Computer Systems, Inc. (Delta) as listed on the addendum(s) to this agreement is in compliance with applicable laws, rules and regulations as they pertain to the software. As the laws change, Delta will provide updated programs to meet the demands of the legislation.

Delta's Obligations

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be limited to existing licensed software which you have purchased and shall not include new systems. New programs required to meet new, additional requirements shall not be provided under this agreement. For example, if you licensed the magnetic payroll tax reporting system and IRS initiates a change to the method of reporting, the changes will be provided under this agreement. However, if you had not purchased the magnetic reporting software initially, there would be an additional charge for the program.

Problem resolution is handled on a first come first serve basis within a priority group. Priority groups are determined by user need and externally defined deadlines. Completely down systems have priority over operational systems. Externally defined deadlines (IRS, State, Federal, etc.) have priority over non-deadline items. Average response for critical items is two hours or less depending upon the complexity of the request.

All software updates will be delivered to you electronically or by mail depending upon the size and urgency of the update. Delta shall provide installation instructions and/or telephone assistance for loading updates as appropriate. Delta shall not be responsible for maintaining any of your modifications. Corrections of difficulties or defects traceable to your errors or system changes will be billed at triple the standard rate.

Client's Obligations

Client shall inform Delta as soon as reasonably possible as to the nature and impact of upcoming legislative changes that affect the software system. Client shall provide copies of all pertinent documentation and shall assist Delta in understanding the new requirements and developing a method of meeting the requirements. During the term of the software support agreement, Client shall at Client's expense, provide Delta with secure telnet and ftp internet access to Client's server from Delta's server for the purpose of diagnosing problems and to facilitate software updates.

General Terms

This contract shall commence on the first day of delivery of the software or upon acceptance of the addendum(s) by both parties and shall remain in effect for one year. Fees for software support shall be payable monthly or annually in advance. A penalty of 1.5 percent per month of the outstanding balance will be assessed to accounts that remain past due more than 60 days. Delta reserves the right to withhold services for any account which is past due more than 60 days.

Client shall be responsible for all incidental costs such as mail, telephone, travel and subsistence in connection with support services.

Client shall use Delta's prescribed reporting procedures to outline software problems.

Either party may terminate this agreement after a 90 day written notice and payment of all outstanding amounts due.

This agreement shall automatically renew at each annual period. Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

Services provided by Delta that are above and beyond the scope of this agreement shall be billable at Delta's current rate at the time such services are rendered.

This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

Agreed this _____ day of _____, _____

CITY OF GAUTIER
Client Name

_____.
Client Signature

_____.
Printed Name

_____.
Accepted: Delta Computer Systems, Inc.
1085 Tommy Munro Drive
Biloxi, MS 39532

RECEIVED
JUL 05 2017
BY: _____

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 149-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the pay business landlord reestablishment expenses to Fred Harwell, Paulette Harwell and Courtney Amanda Harwell Filgo in the amount of $24,312.14 for the Martin Bluff Road Widening Project STP-9194-00(001)LPA/ 105069-801000 is hereby approved and authorized for payment.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilwoman Martin**, seconded by **Councilman Vaughan** and the following vote was recorded:

AYES: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 18, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Chassity Bilbo, Executive Assistant/Grants Assistant

Through: April Havens, Grants & Projects Administrator

Date: July 10, 2017

Subject: Approval and authorization to pay business landlord reestablishment expenses to Fred Harwell, Paulette Harwell and Courtney Amanda Harwell Filgo, for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

REQUEST:

The Executive Department requests approval and authorization to pay business landlord reestablishment expenses to Fred Harwell, Paulette Harwell and Courtney Amanda Harwell Filgo in the amount of $24,312.14 for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

BACKGROUND:

This project is intended to provide improved traffic operations and safety on Martin Bluff Road. The project limits are between Gautier-Vancleave Road and the Service Road north of Interstate 10. This project is now in the right-of-way acquisition phase.

DISCUSSION:

Business landlord reestablishment expenses are provided to make a new site suitable for business. Business searching expenses are provided to compensate the business owner for the time and effort required in locating a new business property. Business landlord nonresidential eligible expenses cover moving fees. Business reestablishment costs are subject to the federal maximum amount of $25,000, searching expenses in the amount of $2,500, and actual cost paid for nonresidential eligible expenses.

RECOMMENDATION:

The Executive Department recommends that City Council approve and authorize business landlord reestablishment expenses to Fred Harwell, Paulette Harwell and Courtney Amanda Harwell Filgo in the amount of $24,312.14 for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

The City Council may:

1. Approve and authorize business landlord reestablishment expenses to Fred Harwell, Paulette Harwell and Courtney Amanda Harwell Filgo in the amount of $24,312.14 for the Martin Bluff Road Widening Project STP-9194-00(001)LPA/105069-801000; or

2. Not approve and authorize business landlord reestablishment expenses to Fred Harwell, Paulette Harwell and Courtney Amanda Harwell Filgo in the amount of $24,312.14 for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

ATTACHMENT(S):

Right of Way Invoice

ROW-320

City of Gautier, Mississippi

Date June 7, 2017 **INVOICE - RIGHT OF WAY** P.O. Number 941/

State
Vendor No. V99941ROWY0 Customer Acct. No.

Payee Fred R. Harwell, Paulette W. Harwell, and Courtney Amanda Harwell
Filgo

Mortgagee N/A

Address 229 Spring Hill School Road
Collins, MS 39428

Acquired By:		Nature of Title	
Agreement		Fee Simple	
Settlement		Perm. Ease	
Condemnation		Temp. Ease	
Special		D.E.	
Circuit			
Supreme		84-01 RELOCATION	

TIN NO.

Project No. STP 9194-00-(001) LPA/105069-801000 | County Jackson | File No. 3-1 Fred R. Harwell, et al

Description	Amount
BUSINESS LANDLORD Reestablishment Expenses	$ 24,312.14
W-9 SIGNED - 4/13/16	
HOLD CHECK FOR RELOCATION AGENT	
TOTAL INVOICE	**$ 24,312.14**

Recommended For Payment
Relocation Agent, Mark Dye

Relocation Reviewer, Bruce Fogg

Approved
Paula Yancey, City Manager
City of Gautier, Mississippi

By
Signature and Title

Paid By
Warrant No.
Req. No.
Date

OCA	Object Level 3	User Code 1 (Function)	User Code 2 (Part. Code)	Project/Detail Property ID Maint. Sec.	Amount	Parcel No.	Acres

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 150-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the pay moving expenses – actual cost to Gloria Griffin Blakeney in the amount of $7,885.10 for the Martin Bluff Road Widening Project STP-9194-00(001)LPA/ 105069-801000 is hereby approved and authorized for payment.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilwoman Martin,** seconded by **Councilman Vaughan** and the following vote was recorded:

AYES: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 18, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Chassity Bilbo, Executive Assistant
Date: 07/10/2017
Subject: Approval and authorization to pay moving expenses- actual cost to Gloria Griffin Blakeney for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

REQUEST:

The Executive Department requests approval and authorization to pay moving expenses- actual cost to Gloria Griffin Blakeney in the amount of $7,885.10 for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

BACKGROUND:

This project is intended to provide improved traffic operations and safety on Martin Bluff Road. The project limits are between Gautier-Vancleave Road and the Service Road north of Interstate 10. This project is now in the right-of-way acquisition phase.

DISCUSSION:

Last resort housing is a relocation assistance term used when replacement housing payments exceed regulatory limits. (For people who live in a home being acquired for the project.) The regulatory limit for tenants is $7,200. MDOT's relocation reviewer approves all relocation offer amounts before the offer is made (even when offers are below $50,000).

RECOMMENDATION:

The Executive Department recommends that City Council approve and authorize to pay moving expenses- actual cost to Gloria Griffin Blakeney in the amount of $7,885.10 for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

The City Council may:
1.Approve and authorize to pay moving expenses-actual cost to Gloria Griffin Blakeney in the amount of $7,885.10 for the Martin Bluff Road Widening Project STP-9194-00(001)LPA/105069-801000; or

2.Not approve and authorize to pay moving expenses- actual cost to Gloria Griffin Blakeney in the amount of $7,885.10 for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

ATTACHMENT

1. Right of Way Invoice

ROW-320

City of Gautier, Mississippi

Date June 28, 2017 **INVOICE - RIGHT OF WAY** P.O. Number 941/

State
Vendor No. V99941ROWY0 Customer Acct. No.

Payee Gloria Griffin Blakeney

Mortgagee N/A

Address 5201 Apollo Drive

Gautier, MS 39553

Acquired By:		Nature of Title	
Agreement		Fee Simple	
Settlement		Perm. Ease	
Condemnation		Temp. Ease	
Special		D.E.	
Circuit			
Supreme		84-01 RELOCATION	

TIN NO.

Project No.	County	File No.
STP 9194-00-(001) LPA/105069-801000	Jackson	6 Gloria Griffin Blakeney

Description	Amount
MISCELLANEOUS PERSONAL PROPERTY Moving Expenses - Actual Cost	$ 7,885.10
W-9 Signed - 03/03/16	
HOLD CHECK FOR RELOCATION AGENT	
MARTIN BLUFF ROAD WIDENING PROJECT	
TOTAL INVOICE	**$ 7,885.10**

Recommended For Payment

Relocation Agent, Mark Dye

Relocation Reviewer, Bruce Fogg

Approved

Paula Yancey, City Manager
City of Gautier, Mississippi

By
Signature and Title

Paid By
Warrant No.

Req. No.

Date

OCA	Object Level 3	User Code 1 (Function)	User Code 2 (Part. Code)	Project/Detail Property ID Maint. Sec.	Amount	Parcel No.	Acres

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 151-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Seymour Engineering is hereby approved to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the NRCS Drainage Improvements project.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilwoman Martin**, seconded by **Councilman Vaughan** and the following vote was recorded:

AYES: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 18, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 07/10/2017
Subject: NRCS Drainage Improvements – Seymour Engineering Agent Authorization for Mississippi Department of Marine Resources Permit Application

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REQUEST:
The Grants and Projects Administrator requests City Council approval to allow Seymour Engineering to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the NRCS Drainage Improvements project.

BACKGROUND:
The Emergency Watershed Protection Program (EWP) was established by Congress to respond to emergencies created by natural disasters. The EWP Program is designed to help people and conserve natural resources by relieving imminent hazards to life and property caused by floods, fires, drought, windstorms, and other natural occurrences. The U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) administers the EWP Program.

The City has accepted $589,640 in Emergency Watershed Protection Program grant funds for drainage work in various locations across the City. The grant can be used to fund 82.5 percent of the actual construction amount. The city must match 17.5 percent of the construction costs, as well as provide all engineering and design for the project.

DISCUSSION:
The Department of Marine Resources requires the City to execute an Agent Authorization form in order to allow Seymour Engineering to move forward with the permitting process that is necessary to complete this project.

RECOMMENDATION:
The Grants and Projects Administrator recommends that City Council authorize Seymour Engineering to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the NRCS Drainage Improvements project.

The City Council may:
1) Approve Seymour Engineering to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the NRCS Drainage Improvements project as presented; or
2) Not approve Seymour Engineering to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the NRCS Drainage Improvements project as presented.

ATTACHMENTS:
1. DMR Agent Authorization Form

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Agent Authorization

I authorize the person(s) and/or company listed below to act as my agent regarding the proposed project as described in the Joint Application and Notification at the location listed below:

Seymour Engineering, PLLC
(name of agent)

925 Tommy Munro Dr., Suite G
(address)

Biloxi, MS 39532
(city, state, zip code)

(228) 385 - 2350 Ext 124
(agent phone number)

Various Drainage Ditches (7) Sites throught the
(location of project)

City as part of a NRCS, EWP Project.

City of Gautier, Jackson County, MS

City of Gautier
(print applicant name)

(applicant signature)

(date)

Do you want the permit mailed to the agent? X Yes _____ No

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 152-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Report for June 2017 is hereby received.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilwoman Martin,** seconded by **Councilman Vaughan** and the following vote was recorded:

AYES: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting July 18, 2017.

City of Gautier
Business Registry

June 2017

ACCOUNT#	LISCENSE#	BUSINESS NAME/OWNER	AMOUNT
634	2018-06-0005486	Robinson Realty LLC	$20.00
777	2018-06-0005487	Larry's Pool & Handyman Service	$20.00
995	2018-06-0005488	Hickory Hill Pottery	$20.00
******823	2018-03-0005489	Keith's Superstore	$44.80
789	2018-06-0005490	Quality Aero Inc	$20.00
267	2018-06-0005491	American Lube Fast	$30.00
******1266	2018-05-0005492	Fashion World	$27.50
*1434	2018-06-0005493	Union Bay LLC	$20.00
******358	2018-03-0005494	LL Bond & Co LLC	$22.20
536	2018-06-0005495	Lowe's Home Center #2700	$1,840.00
*1435	2018-06-0005496	New York Pizza	$30.00
*****988	Closed Business	Ms Coast Sports Pavillion LLC	Closed
*****1302	Closed Business	Priority Healthcare	Closed
501	2018-06-0005497	Larry Bell Quality Floor Service	$20.00
612	2018-06-0005498	D & D Consulting	$20.00
618	2018-06-0005499	Handy Lock Self Storage	$20.00
584	2018-06-0005500	Acadian Ambulance Service	$30.00
1369	2018-06-0005501	Southland Log Homes	$20.00
622	2018-06-0005502	Handy Lock LLC	$20.00
626	2018-06-0005503	Andersen Wells Inc	$20.00
607	2018-06-0005504	Check Now # 208	$20.00
1152	2018-06-0005505	R & R Lawn Care	$20.00
616	2018-06-0005506	Gautier Familly Dentistry PLLC	$30.00
******397	2018-04-0005507	Dr. Edward Cohen Podiatry	$33.30
*1436	2018-06-0005508	Sunnyside Realty LLC	$20.00
985	2018-06-0005509	Vivint Inc	$30.00
******1210	2018-03-0005510	Kingdom Lawn Service	$22.40
617	2018-06-0005511	Glass Pac Industries	$20.00
3	2018-06-0005512	Advanced American Auto LLC	$20.00
1153	2018-06-0005513	Top Nails	$20.00
1274	2018-06-0005514	Cast Iron Café	$30.00
1325	2018-06-0005515	CVS Pharmacy #10923	$250.00
769	2018-06-0005516	Delta Sanitation LLC	$150.00
1269	2018-06-0005517	McCabe Orthodontics PLLC	$30.00
623	2018-06-0005518	Jarmon's Handyman Services	$20.00
650	2018-06-0005519	The Magnolia Inn	$30.00
		Total	**$2,990.20**

*	New Business	3
**	Slot Amusement	0
***	Due Refund	0
****	Transient Vendor	0
*****	Closed Business	2
******	Delinquent Renewals Issued	5

Councilman Vaughan made a motion to adjourn until August 1, 2017 at 6:30PM.

Councilwoman Martin seconded the motion and the vote unanimously carried.

APPROVED BY:

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 1, 2017.